

NIAGARA FALLS WATER BOARD



REQUEST FOR PROPOSALS (“RFP”) NO. 2019-01

WATER AND SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER

**Deadline for Sealed Proposal Submissions:
Friday, February 22, 2019 by 2:00 p.m. EST**

One (1) original, six (6) hard copies and one (1) electronic copy via CD or thumb drive of the proposal must be delivered to the authorized Water Board contact at the address designated below.

A non-mandatory proposal information session will be conducted at the address below at 2:00 p.m. on Wednesday, February 6, 2019.

The deadline for receipt of written questions submitted to the authorized Water Board contact via email is Friday, February 8, 2019 at 5:00 p.m. A written response to questions will be issued on or about February 15, 2019, by 5:00 p.m.

AUTHORIZED WATER BOARD CONTACT:

Proposing firms are advised that the Water Board’s designated contact person for all matters concerning this Request for Proposals is:

Sean W. Costello, General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304
(716) 283-9770 x 211
scostello@NFWB.org

To receive updates regarding this RFP, email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-01.

1. Introduction

The Niagara Falls Water Board (“Water Board”) is issuing this request for proposals (“RFP”) seeking a provider for water and sewer service line protection (“WSSLP”) services for property owners in the City of Niagara Falls, New York. This RFP seeks creative proposals that will add value for Water Board ratepayers.

2. Timetable

The timetable for proposal submission, a non-mandatory pre-proposal meeting, and for submission of written questions is set forth on the cover page for this RFP. All sealed proposals received will be opened publicly and the names of the proposers shall be read immediately after the deadline for proposal submission. It is anticipated that evaluation of proposals will be completed in March 2019, and that submission of a recommendation to award to the Board of Directors will be at the Water Board’s March or April 2019 meeting. The Water Board reserves the right to change any dates and deadlines at its sole discretion.

3. RFP Updates

The Water Board may, in its sole discretion, withdraw or modify this RFP in whole or in part, and may issue addenda in writing. The Water Board will use its best efforts to post updates to: <https://nfwb.org/reports/procurements/>. However, **to be certain to receive timely updates regarding this RFP, you must email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-01.**

4. Background

The Water Board is a public benefit corporation created in 2002 by a special act of the New York State Legislature. Its mission is to provide safe and reliable water and wastewater management services to our community in an economical and efficient manner. In 2003, it acquired the drinking water, wastewater, and stormwater systems previously owned and operated by the City of Niagara Falls, a separate municipal entity. The Water Board serves approximately 17,548 residential or commercial users in the City of Niagara Falls with water meter sizes of one inch or smaller, plus 253 residential or commercial users with meter sizes larger than one inch. It also bills for 385 meters at industrial and significant industrial users, and serves 27 residential or commercial meters outside of the City of Niagara Falls.

The Water Board does not maintain data on the size of customer water service lines, but the customer’s water meter size is an indicator of the water service size. Water Board records indicate the following approximate number of water meters for residential or commercial users located within the City:

Meter Size Approx. Number

5/8”:	17,031
3/4”:	209
1”:	308
1 1/2”:	222
2”:	29
3”:	2

Pursuant to Water Board regulations, building owners own and are responsible for maintaining the connection between their building and the Water Board’s sewer main; the customer-maintained portion often is referred to as the “sewer lateral.” The customer also owns the water service line between their building and the Water Board’s water main. The Water Board repairs water service line breaks on lines two inches or smaller from the curb valve to the water main, but does not perform thawing on any water lines.

Many Water Board ratepayers are not aware of their responsibility to maintain their water and sewer service lines or cannot afford to complete repairs. Sudden failures of service lines that interrupt service usually occur without warning and require immediate repair. In these situations, ratepayers must secure a licensed plumber to make repairs and must pay for their work out-of-pocket, as most do not have insurance policies covering damage to their water and sewer service lines. Alternatively, a sewer lateral line may fail in such a way that does not interrupt the sewer service but introduces stormwater into the sewer system, contributing to excessive wet weather flows and associated treatment costs and environmental impacts. Thus, the Water Board seeks proposals from qualified providers to offer WSSLP services to Water Board ratepayers in the City of Niagara Falls.

5. Goals for this Request for Proposals

The contract that results from this RFP will be awarded to the firm or company offering the best combination of merit and price, as determined by the Water Board. The Water Board’s primary objectives for the WSSLP program are to:

1. Provide ratepayers with affordable protection against the significant, unexpected costs of repairing or replacing leaking water service lines, and repairing or replacing broken and leaking sanitary sewer service lines and clearing blockages;
2. Minimize the impacts to homeowners, neighbors, the public water and sewer system and the environment from broken/improperly functioning water and sanitary sewer service lines;
3. Ensure that timely, high-quality plumbing services that conform to City codes are provided to covered customers;
4. Educate ratepayers as to their responsibility regarding service line maintenance;

5. Provide support for the Water Board's efforts to inspect sewer mains and sewer laterals, in order to identify sources of infiltration and damaged sewer lateral connections before basement backups and other negative consequences occur; and
6. Accelerate the replacement of lead and galvanized water service lines with more suitable materials.

6. Proposal Scope and Requirements

In issuing this RFP, Water Board is seeking to enter into an exclusive agreement with a qualified provider to provide WSSLP services to Water Board ratepayers, wherein the Water Board would agree to assist the provider in certain aspects of educating Water Board ratepayers about the availability of provider's WSSLP service. The Water Board will identify the provider on its website; will include promotional information identifying the provider with the bills it mails to ratepayers; will train appropriate staff regarding the handling of WSSLP program inquiries; and may agree to further promotional activities that are proposed by the provider. Provider must offer a program that provides for repair or replacement of subscribing ratepayers' water and sewer lines when necessary, and may offer the water and sewer service protection programs individually or combined. Provider's proposal may include a proposal to offer WSSLP customers complementary products, such as in-home plumbing repair.

The WSSLP program will provide services to ratepayers that are outside the proper scope of Water Board operations, and the provider will support efforts by the Water Board to address infiltration issues. Provider and the ratepayer will enter into direct policy agreements with one another, and provider shall be responsible for all aspects of billing and administering provider's WSSLP program. The Water Board shall have no role or responsibility in securing, implementing, or enforcing the direct policy agreements with ratepayers; shall have no responsibility for any coverage required thereunder; guarantees no minimum policy figures or subscriptions; and shall have no financial responsibility for the program.

Potential providers' proposals must offer WSSLP services to all Water Board ratepayers in the City of Niagara Falls with water meters one inch or smaller in diameter, and may propose to offer services for customers with larger water meters. The Water Board estimates that there are 17,548 locations with water meters one inch or smaller in diameter. By not requiring specific WSSLP experience or market penetration as required qualifications, the Water Board deliberately has crafted this RFP to permit proposals not only from large, established service line warranty companies, but also to permit qualified local plumbers, a consortium of local plumbers, or other local companies with the opportunity to submit a proposal to supply the WSSLP services. The Water Board desires potential providers to submit innovative proposals that provide as much value as possible for ratepayers who purchase WSSLP service plans, but all proposals explicitly should address the following:

A. Program Minimum Technical Requirements

1. The scope of repairs to be covered by provider's WSSLP program. At a minimum, the price for WSSLP program must include:
 - a. Coverage for broken, clogged, tuberculated, leaking, and frozen water and sewer service lines;
 - b. For covered events, all labor and materials to repair or replace the ratepayer's water or sewer service line;
 - c. Complete replacement of any lead or galvanized water service lines that require repair;
 - d. The cost of obtaining all necessary permits from the City of Niagara Falls;
 - e. Traffic control, safety, and site restoration to pre-excavation conditions (including pavement, sidewalk, and curb restoration to City standards).
2. No Water Board ratepayers within the City of Niagara Falls with water meters one inch or smaller in diameter may be excluded from the WSSLP program.
3. All work is to be performed pursuant to applicable rules, laws, ordinances, and regulations of the State of New York, County of Niagara, City of Niagara Falls, and Niagara Falls Water Board.
4. Coverage for pre-existing damages or defects. Details of waiting periods between the purchase of a WSSLP plan and eligibility for a claim are required below, as are terms for "on demand" repairs for ratepayers who are not WSSLP plan customers.
5. Warranty for workmanship and materials. A minimum warranty of one year must be provided on labor and materials, without regard to whether the building owner remains enrolled in the WSSLP program or has changed. Proposals should describe warranty terms.
6. The program must include repairs to sewer laterals where customers have been notified by the Water Board of a defect in their sewer lateral (e.g., broken connections or infiltration observed during a Water Board camera inspection of the sewer main or otherwise documented), even if the customer is not yet experiencing problems as a result of the defect. Any limitations on these repairs must be detailed in the proposal.

B. Financial Terms

1. Coverage limits. The Water Board prefers that there be no limits on the coverage per occurrence, but will consider proposals with limits of not less than \$10,000 per claim.
2. Number of claims. The Water Board prefers that there be no limits on the allowable number of claims per year, but will consider proposals which limit service calls to no fewer than two per service line per year.
3. Price per month for WSSLP service. Price proposals can include options such as discounts for combining services or prepayment.
4. Deductibles or service fees per occurrence. The Water Board strongly prefers that no deductibles or service fees apply, but will consider proposals with these.
5. Any applicable waiting periods before services will be performed for a new program enrollee.

6. The terms upon which repairs will be performed for ratepayers who require repairs but are not current WSSLP service subscribers, if applicable – “on demand” repairs.
7. Support for Water Board operations. The Water Board desires to offset its administrative costs associated with the WSSLP program and to offset some of its other operational costs. Proposals should include creative proposals to provide services, fee/revenue sharing, or other benefits from provider to the Water Board to address these goals.
8. The provider agrees that it shall not to seek reimbursement from the Water Board for any repair costs that are incurred, except for costs incurred because of the Water Board’s active negligence. For example, provider may not seek to recover from the Water Board if, upon excavation, it appears that a sewer lateral malfunctioned because the hub on the Water Board’s main where the lateral connected failed.
9. Provider will bill WSSLP customers directly; the Water Board will not include charges for WSSLP on its bills.

C. Plumbers

1. Identify the plumbers, duly licensed by the City of Niagara Falls, that provider proposes will perform the physical service work, and briefly describe the qualifications (e.g. personnel, equipment, years in business, Better Business Bureau rating, etc.) of these plumbers.
2. Describe the vetting process for provider’s plumbing contractors or subcontractors, and how provider will oversee their performance.

D. Marketing

1. Proposals must include a detailed proposed marketing plan and timeline from the date of contract execution, with clear descriptions of the actions to be requested of the Water Board. Examples of proposed marketing materials for the first year of the program should be included, but acceptance of a proposal shall not constitute approval of the materials by the Water Board. Formal approval by a designated Water Board representative shall be obtained prior to any marketing material being distributed and prior to each and any use of the Water Board’s logo by provider.
2. Proposals to use multi-channel marketing, including bill inserts, targeted social media, community event sponsorships, etc., are encouraged.
3. Provider shall cover all costs of producing and distributing marketing materials, including incremental increases in postage cost for materials included as bill inserts.
4. Provider’s marketing materials must educate ratepayers on their responsibilities for maintaining their buildings’ water and sewer service lines.
5. Provider’s marketing plan should explain how it will advise potential customers of the following information:
 - a. Provider has sole responsibility for the WSSLP service plans;
 - b. Plans are voluntary; and

- c. Provider was selected as a Water Board partner after a competitive selection process, but coverage for water and sewer service lines that has not been reviewed by the Water Board may be available through other entities.
6. The Water Board will support the WSSLP program by routing requests for enrollment, service, or repairs to the provider at a telephone number and web address to be specified by the provider. Describe any training that will be required of Water Board staff, to be performed by provider at no cost to the Water Board.
7. The Water Board will collaborate with the provider to make sure all eligible ratepayers are informed of the WSSLP program, but prefers to maintain custody and control over its ratepayers' address information and to distribute marketing materials as bill inserts. Nevertheless, the Water Board will entertain proposals for direct mailings that detail how the security of that information shall be protected.

E. Customer Service

1. Provider must provide a narrative description of the claims process, and requirements for claim submission by a customer.
2. The proposal must detail the provider's proposed timeframe from first notification of a problem with a WSSLP service subscriber's service line until: (1) response by a licensed plumber; (2) completion of repairs to the service line; and (3) the time frame in which restoration work thereafter will be completed.
3. Any special provisions for emergencies, and what will be deemed an emergency, should be described.
4. A sample or draft agreement between provider and the WSSLP customer should be provided with the proposal. The agreement should include a list of all exclusions, termination language, cancellation provisions, waiting periods, etc. The customer agreement should be concise and written in clear, simple language.
5. Providers must maintain a telephone customer service line available every day and hour of the year, with live operators available to handle customer requests for service. If this customer service line will not handle billing and enrollment issues, the telephone line for these issues must be available during convenient hours, including before and after normal working hours at least once per week or availability on Saturday.
6. Proposals should detail the location and staffing of the customer service line(s), and plans for quality assurance. Other methods for customers to communicate with provider should be described (e.g., email, web chat, a local office, etc.).
7. The proposal should include a procedure for escalation/appeal process for customer service issues, and the average response time.
8. Proposals should describe any translation services that will be available to customers.

F. Data Protection

1. Provider should describe the measures it will take to protect customer data and confidentiality of information.
2. Provider must comply with the NYS Information Security Breach and Notification Act (see <https://its.ny.gov/breach-notification>).

G. Quality Assurance

1. Proposals must identify a single principal point of contact for the Water Board, who must have all necessary authority to address all issues related to the WSLPP program.
2. A monthly report on all calls received and work performed shall be provided to the Water Board, and monthly or quarterly customer service and quality assurance reports shall be provided to the Water Board to assess customer satisfaction with the program and provider's services.
3. A quarterly accounting of the number of WSSLP program participants, including new customers and cancelled service, shall be provided to the Water Board.

H. Opportunities for Minority and Women-Owned Business Enterprises (M/WBE) and Service Disabled Veteran Owned Business Enterprises (SDVOB)

1. Although this RFP does not call for the expenditure of any Water Board funds and thus is not subject to the Water Board's formal M/WBE and SDVOB utilization goals, it is the intent of the Water Board to use its best efforts to encourage and promote an increased participation of M/WBE and SDVOB enterprises in all Water Board contracts and projects.
2. Proposals should describe any anticipated M/WBE or SDVOB participation in the provider's operations under the contract that may result from this RFP, including identifying any New York State Certified M/WBE or SDVOB subcontractors/suppliers, providing a detailed description of the work to be performed by those subcontractors/suppliers, the anticipated date when this work shall be performed, and an estimated dollar value for the work, which may be expressed based on a percentage of provider's gross receipts pursuant to the WSSLP program.

I. Additional Proposal Features

1. Proposals should be concise.
2. Proposals should include a brief summary of provider's project understanding, including identification of known and potential project challenges.
3. Proposals should include a proposed timeline for activities once the contract is awarded. This may be combined with the marketing plan timeline required above.
4. Proposals should clearly indicate any exceptions from these requirements, and any unique benefits offered by the provider.
5. Proposals should include a one or two page executive summary highlighting the most important points of the proposal.

7. Term

The Water Board will consider proposals for initial terms of two years, with up to three one-year renewal periods. Any proposed increases in cost to WSLPP program participants shall be made not more than once per year, and shall be detailed in the proposal.

8. Qualifications and Performance Bond

Proposers must submit a statement of qualifications, and must commit to purchase and to maintain at all times a performance bond in the amount of \$1 Million. The statement of qualifications should provide a description of proposer's business structure, licensing, years in business, any experience with programs similar to the WSSLP program (including contact information for references), locations, description of key personnel for this project, and any other pertinent information that will help to demonstrate provider's qualifications to perform. The statement of qualifications must also include the following:

1. Any other names under which proposer has done business in the past 10 years;
2. List all subsidiary and parent companies;
3. State whether proposer ever has been:
 - Debarred or suspended by any government entity from entering contracts with it;
 - Found not responsible by any government entity;
 - Declared in default or terminated for cause from any contract, or had any contract cancelled for cause; or
 - Required to pay liquidated damages on a contract.
4. State whether proposer has filed for bankruptcy or been the subject of an involuntary bankruptcy proceeding; and
5. State whether proposer has been a party to any legal action or government investigation related to proposer's business practices, or alleging that any of proposer's agents or employees committed any act of fraud, collusion, bid rigging, price fixing, or bribery. If proposer, any of proposer's principals, or any of proposer's agents has pleaded guilty or entered into a consent order in connection with respect to any of these, provide details.

9. Oral Presentations or Interviews

Prior to award, one or more proposers may, in the sole discretion of the Niagara Falls Water Board, be invited to offer a presentation to Water Board staff and/or to the Board of Directors. The authorized Water Board contact will schedule the time and location of these presentations. Proposer shall bear all of its own costs for any such presentations or interviews.

10. Evaluation Criteria

All proposals received will be evaluated by a team of Water Board staff. Proposals must contain sufficient information to be evaluated based on the following criteria:

- Qualifications and experience to perform, including details of plans for using licensed plumbers to perform work. (20 Points).
- Scope of coverage available under program, technical proposal. (25 Points).
- Pricing to customer and support to be provided to Water Board, other financial terms. (25 Points).

- Approach, including plan to provide business opportunities to minority and women business enterprises, innovative solutions, customer service and quality control, marketing plan, simple terms and conditions for customer, etc. (25 Points).
- No exceptions to RFP (points may be deducted if provider takes exception to any requirements of the RFP, depending on whether an acceptable alternative is proposed). (5 Points).

11. Insurance

Provider shall be required to procure and maintain at its own expense and without expense to the Niagara Falls Water Board, insurance for liability for damages imposed by law, of the kinds and amounts hereinafter provided, from insurance companies authorized to do business in the State of New York covering all operations under any contract that results from this RFP, whether performed by the provider or its subcontractors. Before proceeding with any work under the contract that may result from this RFP, the successful proposer shall furnish to the Niagara Falls Water Board Certificate of Insurance form(s) and relevant insurance policy declarations and endorsements satisfactory to the Water Board exhibiting compliance with this paragraph and providing that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Niagara Falls Water Board. The types and limits of insurance shall be as follows:

1. Workers Compensation as required by Law (submit Form C-105.2);
2. Disability Benefits as required by Law (submit Form DB-120.1);
3. Employer's Liability with a minimum limit of \$100,000;
4. Commercial General Liability insurance: Bodily, Personal Injury, and Property Damage Liability limits each of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which shall include the following coverages:
 - a. Owner's Protective Liability
 - b. Premises – Operations
 - c. Broad Form Contractual
 - d. Independent Contractor and Sub-Contractor
 - e. Products and Completed Operations
5. Automobile Liability: \$1,000,000 single limit; and
6. Umbrella/Excess Liability: A minimum of \$5,000,000 on a per occurrence and aggregate basis; this shall be in excess of primary general, automobile and employer's liability limits.
7. Professional Liability/Errors and Omissions: \$2,000,000 (identified as a claim made or an occurrence policy) (required only if professional services are to be performed pursuant to the contract).

Certificates, declarations, and endorsements should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304 and should reference the WSSLP program agreement.

The Niagara Falls Water Board, the Niagara Falls Public Water Authority, and the City of Niagara Falls, New York shall be named as an Additional Insureds on the Liability Policies with the following provision: The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

In the event that the provider requires any subcontractor to procure insurance with regard to any of the operations under the contract resulting from this RFP and requires such subcontractor to name the provider as an additional insured under such insurance, the provider shall ensure that such policy names the Water Board and its officers and employees as additional insureds.

12. Indemnification and Waiver of Subrogation

The successful proposer, to the full extent permissible by New York law, must agree to indemnify and hold the Niagara Falls Water Board, its Directors, Officers, and Employees harmless against all loss, cost, or damage, on account of injury to person or damage to property as a result of any action or inaction of the provider or its representatives or agents or subcontractors in performance of the contract resulting from this RFP and against all fines, penalties any other losses which the Niagara Falls Water Board shall be obliged to pay or incur in connection with the performance of the work under the contract.

The successful proposer also must agree to waive all rights against the Water Board, including its officials and employees, for any damages or losses that are covered under any insurance required by this RFP or in the resulting contract, or any other insurance applicable to the operations of the provider and/or its subcontractors in the performance of the contract.

13. Independent Contractor

The successful proposer and its employees will operate as an independent provider and are not considered Water Board employees. Proposer must identify its subcontractors, if any, in its proposal, but award of a contract shall not create any relationship between the subcontractors and Water Board, and proposer shall be responsible for the entire contract. The Water Board shall have the right to reject any proposed subcontractors.

14. Conflicts of Interest and Prohibition on Political and Religious Activity

By submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder, provider stipulates that, upon information and belief, no member of the governing body of the Water Board, or officer or employee of the Water Board, forbidden by Law, is interested in, will derive benefit from, or will be a party to, the contract between provider and the Water Board. Provider warrants that no payment, gift, or thing of value has been or will be made, given, or promised any Director, Officer, or Employee of the Water Board, or any member of the immediate family of any Director, Officer, or Employee of the Water Board (spouse, parent, sister, brother, or child) to obtain this or any other agreement between the parties. Provider agrees that its provision of services under any contract that may result from this RFP shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under any contract that may result from this RFP be used for such

purposes. The provider further agrees that if awarded an agreement as a result of this RFP, there shall be no religious worship, instruction, or proselytizing as part of or in connection with the provider's provision of services under that contract, nor shall any of the funds provided under this Agreement be used for such purposes.

15. Non-Collusion

Provider must submit a signed statement of non-collusion on the form attached hereto as Appendix B.

16. Non-Discrimination and Prohibition Against Sexual Harassment

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, or marital status. By submitting a proposal, provider agrees that it shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Water Board containing at a minimum the terms therefore as set forth in Appendix D.

Provider further agrees by submitting a proposal that it shall comply with and shall provide a copy of Appendix E, Owner's Sexual Harassment Policy and Reporting Form, to each of its employees, agents, and subcontractors that will perform any work pursuant to any contract that results from this RFP.

17. Prohibited Business Practices

- 1. Iran Divestment Act.** By submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder, provider certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Provider further certifies that it will not utilize in connection with any contract that may be awarded as a result of this RFP any subcontractor that is identified on the Prohibited Entities List.
- 2. International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, that by submitting a proposal in response to this RFP or by assuming the responsibility of a contract awarded hereunder, provider agrees, as a material condition, that neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If provider, or any of the aforesaid affiliates of provider, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the provider's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The provider shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

3. **MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), by submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder the provider hereby stipulates that the provider either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

18. Successors and Assigns

Any contract resulting from this RFP shall inure to the benefit of and be binding upon the legal representatives and successors of the parties, respectively, but the successful provider may not assign the contract without the Water Board's written permission.

19. Proposal Package Submission Requirements

1. Proposal packages are due on or before the proposal due date and time at the location set forth on the cover page of this RFP.
2. Proposers shall deliver one (1) clearly marked original and six (6) copies of the proposal package. To prevent waste, proposers are encouraged to print and/or copy responses on both sides of the page.
3. One (1) electronic copy of the complete proposal package also is required, on CD or USB drive. The preferred method is PDF conversion from the proposer's source files rather than simply scanning the proposal documents (to minimize file size and maximize quality), though scanned documents are acceptable. The electronic copy of the proposal should be provided as one document with the pages in the same order as the paper original. If this is not possible, the electronic copy files should be named in a way so that they can be read in the same order as the paper original (e.g., naming the files "Proposal Part 1," "Proposal Part 2," etc.).
4. Only one original copy of each of the appendices requiring a signature is required, which may be submitted only as part of the paper original proposal and need not be included in the electronic copy of the proposal.
5. The sealed outer envelope enclosing any materials submitted in response to this RFP shall be addressed to the Water Board contact set forth on the cover page of this RFP. The outer envelope containing the proposal materials must clearly indicate the proposer's name and address, and must clearly be marked:

**PROPOSAL ENCLOSED –
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WATER AND SEWER SERVICE LINE
PROTECTION PROGRAM PROVIDER**

6. Proposals may be hand delivered. Proposers shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item "5" above, appears on the outer envelope used by such service.

20. Additional Information about RFP

1. Rely Only Upon Formal Information.

- a. The Water Board shall not be bound by any oral or written information released prior to the issuance of the RFP.
- b. The Water Board shall not be bound by any oral or written representations, statements, or explanations other than those made herein, in Water Board written responses to proposer inquiries, or in formal written addenda to this RFP.

2. Communication with Water Board.

Proposers are advised that, from the date this RFP is issued until the award of the contract, no contact by proposers or their agents with the Water Board or Water Board personnel related to this solicitation is permitted, except as shall be authorized by the authorized Water Board contact indicated on the cover page of this RFP.

3. Questions Regarding the RFP.

- a. All inquiries regarding this solicitation shall be emailed to the authorized Water Board contact by the date and time indicated on the cover page of this RFP. The subject line for such inquiries should indicate the RFP name and number in the subject line, e.g. “Water and Sewer Service Line Protection Program Provider RFP No. 2019-01 Question.”
- b. Compiled questions and responses will be posted on the Water Board’s website at <https://nfwb.org/reports/procurements/> on or after the date indicated on the cover page of this RFP, but to receive these responses as early as possible, you must email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-01.

4. Addenda to the RFP.

- a. The Water Board shall issue responses to inquiries related to substantive issues and any other corrections or amendments to the RFP that it deems necessary prior to the proposal due date in the form of written addenda. Such addenda will be posted on the Board’s website: <https://nfwb.org/reports/procurements/>, and the Water Board will use its best efforts to send copies to those who have asked to be placed on the distribution list for this RFP.
- b. It is the proposer’s responsibility to assure receipt of all addenda. The proposer should verify with the authorized Water Board contact prior to submitting a proposal that all addenda have been received. Proposers shall acknowledge the number of addenda received as part of their proposals using Appendix A.

21. Freedom of Information Law – Claim of Confidential, Proprietary, or Trade Secret Information

The Water Board is subject to the provisions of the Freedom of Information Law (“FOIL”), N.Y. Public Officers Law, Sections 84 through 90, relating to public access to agency records. The proposer shall specifically identify those portions of the proposal deemed to be confidential, proprietary information, or trade secrets and provide any justification why such material, upon request, should not be disclosed by the Water Board. The top of each page containing such information must be clearly marked in bold type “**PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**” Such information deemed by the proposer to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal.

The Water Board accepts no responsibility for disclosure of information designated as exempt from disclosure, but the Board does intend to evaluate, on a case-by-case basis, whether exemption from disclosure applies when a FOIL request is made to the Water Board for examination of such a proposal. Proposers should be aware that any and all terms of their respective proposals, including proposed pricing, may be the subject of discussion at Board of Directors meetings that are open to the public.

22. General Conditions

The issuance of this RFP does not commit the Water Board to award a contract or to pay any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith. In addition, the Water Board reserves the following rights:

1. To postpone or cancel this RFP;
2. Reject any or all proposals received in response to this RFP;
3. Award a contract without any discussion with proposers;
4. Retain a successful proposer for only a portion of the scope of services;
5. Accept a proposal other than the proposal offering the lowest price;
6. Waive or modify any irregularities in proposals received;
7. Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the Board;
8. Request clarification and/or additional information from the proposers during the evaluation process; and
9. Utilize any and all ideas submitted in the proposals received, unless those ideas are covered by legal patent or proprietary rights and the patent or those rights are indicated by the proposers.

23. Exceptions to RFP

The contract to be entered into shall include the requirements of this RFP among its terms and conditions, with such changes to which the Water Board may agree. Submission of a proposal constitutes consent to these terms and conditions. Any exceptions must be explicitly stated in the proposal and separately listed in a separate attachment to the body of the proposal entitled “Exceptions.” Failure to list exceptions separately in the “Exceptions” attachment shall

be deemed to constitute consent to all such terms and conditions herein and shall constitute a binding waiver by the proposer of all exceptions not listed. A general exception or reservation to the legal or technical terms and conditions shall be deemed a nullity and may also result in the Water Board rejecting the proposal as non-responsive.

24. Proposal Firm and Irrevocable for 90 Days

A signed proposal shall be considered a firm offer on the part of the proposer, and the Water Board may insist on the strict performance of all elements of the proposal, unless the Water Board specifically waives a proposal element in writing during negotiations. By submitting a proposal, provider agrees that its offer is firm for a period of 90 days from the deadline for proposal submissions, as may be amended or extended by way of an addendum to this RFP.

25. Contract Negotiations

Upon selection, the successful proposer may be invited to negotiate a contract with the Water Board, though the Water Board reserves the right to award a contract on the basis of the initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a technical and cost standpoint.

The Water Board reserves the right to enter into discussions/negotiations with one or more proposers and to request the submission of best and final offers from those proposers, who after the conclusion of such discussions/negotiations, still are under consideration for award. No proposer shall have any rights against the Water Board arising from an invitation to enter into discussions/negotiations or to submit a best and final offer.

At the Water Board's discretion, the contents of the selected proposal, together with the RFP, may be incorporated into and made part of the final contract. Should negotiations fail to result in a signed contract within a reasonable period of time as defined by the Water Board, the Water Board reserves the right to terminate negotiations and select another proposer, issue a new RFP, or take any other action consistent with the best interests of the Water Board.

26. Proposer Acceptance of RFP Terms

Proposals will not be accepted as complete without a signed certification of acceptance of RFP terms, Appendix C. The submission of a proposal signifies that the proposer:

1. Acknowledges and accepts the terms and conditions in this RFP;
2. Intends to compete for the award of the contract described herein;
3. Will be reasonable in contract negotiations; and
4. Acknowledges and accepts that the final contract will include all terms and requirements set forth in this RFP, plus such additional terms and conditions which may be required by law or as may be incorporated at the Water Board's discretion, subject to negotiation.

RFP DATED: January 18, 2019

APPENDIX A

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2019-01, WATER AND SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER

DIRECTIONS: Complete Part I or Part II, whichever is applicable.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

ADDENDUM # 1: DATED _____ , 20__

ADDENDUM # 2: DATED _____ , 20__

ADDENDUM # 3: DATED _____ , 20__

ADDENDUM # 4: DATED _____ , 20__

ADDENDUM # 5: DATED _____ , 20__

ADDENDUM # 6: DATED _____ , 20__

PART II: _____ INITIAL HERE IF NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP INITIAL HERE

DATE: ____/____/____

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): _____

PROPOSER (FIRM): _____

APPENDIX D

**EQUAL EMPLOYMENT OPPORTUNITY (“EEO”)
POLICY STATEMENT AND AGREEMENT**

Proposer hereby agrees to the following EEO policy with respect to its work on any contract awarded in connection with RFP NO. 2019-01, WATER AND SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER:

- a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Niagara Falls Water Board (“Water Board”) contracts.
- b) This organization shall state in all solicitations or advertisements for employees that in the performance of the Water Board contract all qualified applicants will be afforded equal employment opportunities without discrimination because or race, creed, color, national origin, sex, disability or marital status.
- c) At the request of the Water Board, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- d) This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Proposer and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, pregnancy or pregnancy-related conditions, gender identity, familial status, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- e) This organization will include the provisions of section (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Water Board contract.

ACCEPTED AND AGREED:

DATE: ____/____/_____

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): _____

PROPOSER (FIRM): _____

Sexual Harassment Policy

The Niagara Falls Water Board is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. The Water Board has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the water Boards commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with The Water Board or with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The Niagara Falls Water Board Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with *The Niagara Falls Water Board*.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Niagara Falls Water Board has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of The Niagara Falls Water Board who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern or non-employee¹ working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or The Director of Administrative Services. Any employee, paid or unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.

¹ A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects The Niagara Falls Water Board to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level, who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.



5. The Niagara Falls Water Board will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Niagara Falls Water Board will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe to the Director of Administrative Services.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be posted prominently in all work locations and be provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which is of a sexual nature, or which is directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment. Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

Physical assaults of Sexual nature

- Touching, pinching, patting, grabbing, brushing against another employee’s body or poking another employees’ body;
- Rape, sexual battery, molestation or attempts to commit these assaults.

Unwanted sexual advances or propositions, such as:

- Requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
- Subtle or obvious pressure for unwelcome sexual activities.

Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.



Sexual or discriminatory displays or publications anywhere in the workplace, such as:

- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:

- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

What is "Retaliation"?

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;



- complained that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Niagara Falls Water Board cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or Director of Administrative Services. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or *Director of Administrative Services*.

Reports of sexual harassment should be made in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf. Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, such as New York State Division of Human Rights (DHR), United States Equal Employment Opportunity Commission (EEOC), and local protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Director of Administrative Services.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.



Investigations will be done in accordance with the following steps:

- Upon receipt of complaint, The Administrative Services office will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If complaint is oral, encourage the individual to complete the “Complaint Form” in writing. If he or she refuses, prepare a Complaint Form based on the oral reporting.
- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The final resolution of the complaint, together with any corrective actions action(s).
- Keep the written documentation and associated documents in the employer’s records.
- Promptly notify the individual who complained and the individual(s) who responded of the completion of investigation, and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined below.



Legal Protections and External Remedies

Sexual harassment is not only prohibited by The Niagara Falls Water Board but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at The Niagara Falls Water Board, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to The Niagara Falls Water Board does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines. DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, and Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov. Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.



Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.



**EMPLOYEE REPORTING FORM
SEXUAL HARASSMENT**

COMPLAINANT INFORMATION

Name: _____

Home Address: _____

Home Phone: _____

Job Title: _____

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against:

Name: _____

Title: _____

Relationship to you (supervisor, subordinate, co-worker or other) _____

2. Please describe the conduct of incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper as needed, and attach any relevant documents or evidence.



3. Date(s) Sexual Harassment occurred: _____

is the sexual harassment still continuing? Yes or NO

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint

5. Have you previously complained or provided information (verbally or written) about sexual harassment while employed at The Niagara Falls Water Board? If Yes, when and whom did you complain or provide information?

I request that the Niagara Falls Water Board investigate this complaint of sexual harassment in a timely and confidential manner as outlined in the Sexual Harassment Policy.

Signature: _____ Date _____

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.