

NIAGARA FALLS WATER BOARD



REQUEST FOR PROPOSALS (“RFP”) NO. 2019-05

WORKERS COMPENSATION, LIABILITY, AND PROPERTY INSURANCE BROKER

**Deadline for Sealed Proposal Submissions:
Wednesday, September 4, 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 pre-proposal information session, with the opportunity to review the Water Board’s current insurance policies, will be conducted at the address below at 10:00 a.m. on Monday, August 19, 2019.

The deadline for receipt of written questions submitted to the authorized Water Board contact via email is Friday, August 23, 2019 at 5:00 p.m. A written response to questions will be issued on or about August 27, 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. 2019-05.

1. Introduction

The Niagara Falls Water Board (“Water Board”) is issuing this request for proposals (“RFP”) seeking an insurance broker for its workers compensation, liability, and property insurance coverages. This RFP seeks to maximize coverage and to reduce premium cost, and the Water Board encourages 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 September 2019, and that submission of a recommendation to award to the Board of Directors will be at the Water Board’s September 2019 meeting. Proposing firms should be prepared to offer a brief presentation to the Board of Directors at their September 16, 2019 work session. 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. 2019-05.**

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 employs approximately 115 individuals in a variety of operational and administrative functions. It owns and operates a water treatment plant, a wastewater treatment plant, a pumping station located in the Niagara Gorge, two elevated water storage tanks, seven lift stations, and more than 500 miles of water and sewer service lines. The Water Board’s vehicle fleet includes approximately 30 passenger vehicles, plus other motorized equipment consistent with the nature of its operations. The Water Board relies on an insurance broker to help it procure appropriate insurance coverages for its workers compensation, liability, and property risks.

5. Goals for this Request for Proposals

The Water Board's primary objectives for this RFP are to select a broker that will evaluate the Water Board's insurance needs in order to provide appropriate coverage and to assist the Water Board in reducing its expenses.

6. Proposal Scope and Requirements

This RFP is for an insurance broker to assist with workers compensation, liability, and property insurance coverages. Proposals should address all of the following:

A. Broker's Qualifications

Proposers must submit a statement of qualifications that provides at a minimum the following information:

1. A description of broker's business structure, including:
 - a. Years in business;
 - b. Any other names under which broker has done business in the past 10 years;
 - c. List all subsidiary and parent companies;
 - d. Size and organizational structure; and
 - e. Broker's NYS licenses.
2. Relevant experience, including:
 - a. Experience acting as broker for other municipal entities that operate water or sewer systems;
 - b. Contact information for relevant references;
 - c. Any other pertinent information that will help to demonstrate the broker's qualifications to perform.
3. Staffing information:
 - d. 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 insurance broker services and program;
 - e. A description of any other personnel that will be assigned to the Water Board, their roles, and their location; and
 - f. The number of other accounts serviced by each individual to be assigned to the Water Board's account.

The statement of qualifications must also include the following background information:

1. 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.
2. State whether proposer has filed for bankruptcy or been the subject of an involuntary bankruptcy proceeding; and
 3. 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.

B. Broker's Minimum Responsibilities

1. Act as broker of record for insurance policies currently in force, with an attendant obligation to review and understand these insurance policies.
2. Immediately upon proposal acceptance assess the Water Board's insurance needs and provide recommendations regarding the appropriate types of insurance for the Water Board, the levels of coverage necessary to protect the Water Board from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors as the broker shall recommend. If current policies are not satisfactory, recommend a course of action to correct any noted deficiencies.
3. Annually review the Water Board's risks and coverage needs, including coverage limits, deductibles, and verifying appropriate coverage for all aspects of Water Board operations.
4. Assist the Water Board in marketing and placing renewal and new insurance policies in the most cost-effective manner by making recommendations in writing regarding coverages, limits, terms, conditions, and carriers.
5. Prepare all necessary specifications to insurers required in order to obtain premium quotes, and verify that insurance carriers are using accurate information for underwriting purposes.
6. Annually secure multiple quotes for the Water Board's insurances and present these in writing to Water Board staff, with appropriate recommendations regarding carrier selection, at least 60 days prior to the expiration of the current insurance policy term.
7. Provide recommendations to Water Board staff regarding the most cost efficient way to market and place Water Board insurance.
8. Assist in reporting claims and act on behalf of the Water Board to resolve any issues or disputes with the carrier.
9. Monitor all claims to verify that the carrier appropriately handles and responds to the claims, maintaining a list of all claim numbers and claim handler contact information.
10. Provides loss runs and updates regarding outstanding claims.
11. Review carrier reserves (and Water Board reserves for any self-insured portion of claims) and make appropriate recommendations.
12. Organize and attend quarterly claim review meetings.
13. Issue certificates of insurance as necessary.

14. Be responsible for notifying the Water Board of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently because the Water Board is unaware that an invoice is due.
15. Represent the Water Board (when requested) in negotiations with insurance carriers, prospective carriers, and other parties regarding insurance matters. Work with carriers to resolve any billing or underwriting issues.
16. Attend meetings as requested and promptly respond to questions or service requests from Water Board staff.

C. Additional Services by Broker

Broker should detail any additional services that broker will make available to the Water Board, and the additional cost to the Water Board, if any. Such additional services may include but are not limited to:

1. Training (provide example topics and how the training would be delivered);
2. Updates on industry trends and new coverages;
3. Legislation updates;
4. Risk reduction or risk management resources;
5. Any complimentary access to databases or subscription services;
6. Loss control monitoring;
7. Claims handling;
8. Seminars;
9. Posters or bulletins;
10. Certificate of insurance tracking programs;
11. Online platforms; and
12. Other services that may add value for the Water Board.

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

1. Although this RFP does not necessarily 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 broker's services under the agreement that may result from this RFP.
3. If the nature of broker's business does not include broker's use of outside business enterprises, broker should briefly describe any diversity program or other efforts by broker to provide employment or other opportunities to minorities, women, and service-disabled veterans.

E. Approach

A proposed timeline for activities once the broker is selected should be included in the proposal. Broker should provide a narrative description of how it would ascertain the Water Board's risk profile and insurance needs. It should describe how it will propose insurance coverage to the Water Board, and how it will help the Water Board decide on coverage and coverage limits to purchase. Broker should describe how its program or offerings will help the Water Board to make its insurance purchases more effective and efficient, from both cost and coverage standpoints.

The proposal should describe the role broker will take in the claims process, and how broker will assist the Water Board in actively managing open claims to assure timely and cost effective closure. Broker should also discuss its anticipated role in bolstering the Water Board's risk management and loss control.

The proposal should make clear why the Water Board should select broker instead of one of its competitors. Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your firm that make it the best choice.

F. Financial Terms

Broker should detail how it expects to be compensated for its services to the Water Board, including details regarding direct fees, commissions, and any costs for optional additional services not otherwise described.

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 any cost for Broker's direct services to the Water Board shall be detailed in the proposal.

8. Reservation of Right to Procure Coverage Independently

The Water Board reserves the right to procure specific needed coverages through other sources should the Water Board determine that utilization of another source would be in the best interests of the Water Board for financial or other reasons.

9. Oral Presentations or Interviews

Prior to award, one or more prospective brokers 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:

- Responsiveness to the RFP;
- Qualifications and experience;
- Situational understanding; and
- Added value.

11. Insurance

Broker must detail its errors and omissions and professional liability insurance coverage. If broker is selected by the Water Board, it agrees to maintain errors and omissions and professional liability insurance coverage with limits not less than those described in Broker's proposal during the entire period that it serves as broker for the Water Board.

12. 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 an agreement awarded hereunder, broker 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 agreement between broker and the Water Board. Broker 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. Broker agrees that its provision of services under any agreement 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 broker 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 broker's provision of services under that contract, nor shall any of the funds provided under this Agreement be used for such purposes.

13. Non-Collusion

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

14. 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 broker 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, broker 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.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Proposals must include the Statement on Sexual Harassment form at Appendix E.

15. 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, proposer 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>. Proposer 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, proposer agrees, as a material condition, that neither the proposer 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 proposer, or any of the aforesaid affiliates of proposer, 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 proposer’s execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The proposer 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 proposer hereby stipulates that the proposer 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.

16. 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 proposer may not assign the contract without the Water Board’s written permission.

17. 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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AND PROPERTY INSURANCE BROKER**

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.

18. 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 and Lobbying Law.**

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.

Pursuant to State Finance Law Sections 139-j and 139-k, this RFP includes and imposes certain restrictions on communication between respondents and the Water Board during the procurement process. A respondent is restricted from making contacts from the date the RFP is issued through the final award by Water Board (the “Restricted Period”). During the Restricted Period, respondents may only contact the designated contact regarding this RFP. The designated contact is identified on the cover page of this RFP. Respondents are responsible for complying with State Finance Law Sections 139-j and 139-k. Directors, officers and employees of the Water Board are required to record certain information when contacted during the Restricted Period. A review of whether such contacts were permissible contacts will be considered in connection with any determination of responsibility of the respondent. Failure of any respondent to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the contract award or if such contract has been executed, then the immediate termination of the contract. Violations may result in debarment of the respondent from proposing on or obtaining governmental procurement contracts in the State of New York.

Proposers are required to complete and return with their proposal Appendix F, New York State Finance Law Sections 139-j and 139-k (“Lobbying Law”) – Disclosure Statement.

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. “Workers Compensation, Liability, and Property Insurance Broker RFP No. 2019-05 Question.”
- b. Compiled questions and responses may 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 be certain to receive these responses, you must email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-05.

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.

19. 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.

20. 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.

21. Exceptions to RFP

Any agreement 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.

22. 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, proposer 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.

23. Negotiations

The Water Board reserves the right to act on the basis of the initial proposals received, without discussions. Therefore, each initial proposal 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.

The contents of the selected proposal, together with the RFP, shall be deemed incorporated into and made part of the agreement between the Water Board and selected broker. Should negotiations fail to result in an award 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.

24. 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 or agreement described herein;
3. Will be reasonable in contract negotiations; and
4. Acknowledges and accepts that the final agreement 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: August 6, 2019

APPENDIX A

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2019-05, WORKERS COMPENSATION, LIABILITY,
AND PROPERTY INSURANCE BROKER

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 B

CERTIFICATE OF NON-COLLUSION

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878, the undersigned proposer hereby subscribes and affirms as true, under the penalties of perjury, the following statement of non-collusion:

By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

DATE: ____/____/____

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): _____

PROPOSER (FIRM): _____

STATE OF _____)
) ss.:
 COUNTY OF _____)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

 Notary Public

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. 2019-05, WORKERS COMPENSATION, LIABILITY, AND PROPERTY INSURANCE BROKER:

- 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 of 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): _____

APPENDIX F

New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

General Information All procurements by the Niagara Falls Water Board ("NFWB") in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the NFWB intended to influence a procurement) during a procurement - from the earliest notice of intent to solicit bids/proposals through final award and approval - must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate NFWB officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFWB will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the NFWB Executive Director and OGS.

Moreover, the statutes require the NFWB to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which offerors are required to

Instructions New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-Responsibility Determinations

Name of Bidder/Proposer: _____

Address:

Name and Title of Person Submitting this Form: _____

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? Yes No

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? Yes No

¹ A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

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Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes

No

If yes to any of the above questions, provide details regarding the finding of non-responsibility below:

Governmental Entity: _____ Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Has any governmental entity terminated or withheld a procurement contract with the Bidder/ Proposer due to the intentional provision of false or incomplete information?

Yes

No

If yes, please provide details regarding the termination/withholding below:

Governmental Entity: _____ Date of Termination: _____

Basis for Termination: _____

(Add additional pages as necessary)

Bidder's/Proposer's Affirmation and Certification

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the NFWB with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____ Date: _____
(Signature of Person Certifying)

Print Name and Title: _____ Title: _____

Bidder/Proposer or Contractor/Consultant (Full Legal Name): _____

Address of Bidder/Proposer or Contractor/Consultant: _____

NFWB's Right to Terminate The NFWB reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFWB may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.