

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** 202000201  
**Project Description:** Service Agreement Billing, Printing & Mailing

**Item Description:**

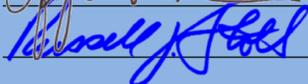
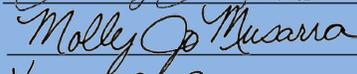
Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other Board Authorization to Extend Contract

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Comptroller	<u></u>	Date: <u>10/19/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>10/19/2020</u>
<input type="checkbox"/> Executive Engineer	_____	Date: _____
<input checked="" type="checkbox"/> Director of Administration	<u></u>	Date: <u>10/19/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>10/20/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>10/19/2020</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>10/19/2020</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>10/20/20</u>
--	---	-----------------------

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

October 19, 2020

To: Jerome D. Schad, Chair  
Mark S. Carney, Vice Chair  
Peggy A. LaGree, Treasurer

From: Karen A. Prendergast, Chief Financial Officer

Subject: Service Contract for Billing, Printing and Mailing Services  
PN 202000201

---

At the meeting of July 30, 2020, the Board authorized the issuance of a request for proposal for printing and mailing of Authority water bills, postcards and other customer correspondence.

The RFP was sent to twenty vendors – eleven of those vendors responded. Four additional vendors responded after reviewing the RFP on the website.

A committee comprised of the Business Office Manager, Assistant Business Office Manager, and the Comptroller reviewed all responses and provided notes and analysis based on their ability to meet the requirements outlined in the RFP, cost, and experience. An analysis of the lowest three respondents is attached.

Based on their analysis, the committee has recommended the Authority enter into a professional service agreement with Level One, LLC. Their response met all the requirements at the lowest overall cost.

A resolution requesting approval and execution of a service agreement is on the October 27, 2020 meeting for your consideration.

cc T. McCracken  
M. Murphy  
R. Stoll

**SERVICE AGREEMENT  
FOR BILLING, PRINTING AND MAILING SERVICES**

This is an Agreement effective as of October 27, 2020 (“Effective Date”) by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350

Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**LEVEL ONE, LLC**

53 General Warren Blvd.

Malvern, Pennsylvania 19355

hereinafter referred to as “Consultant.”

The nature of the service sought by the Authority under this Agreement is bill and customer correspondence printing and mailing services.

In consideration of the mutual promises set forth in this Agreement, the Authority and Consultant agrees as follows:

**ARTICLE 1 – SERVICES OF CONSULTANT**

**1.01 Standard of Performance**

- A. ***Standard of Care:*** The standard of care for related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by the subject industry practicing under similar circumstances at the same time and in the same locality.

**1.02 Scope of Service**

- A. The Consultant agrees and represents it will provide services relating to billing, printing and mailing services as set forth in Paragraphs 1.02 B through 1.02 E. Specifications and examples of each document is included in Attachment A. Documents may be modified over the term of the contract.
- B. ***Print and mail water bills:***

1. Quarterly bills – after receipt of twelve (12) or thirteen (13) transmitted data files from the Authority, print and mail approximately 56,500 water bills per month. Mailing confirmation and electronic copies of all bills must be transmitted back to the Authority.
2. Monthly bills – after receipt of five (5) transmitted data files from the Authority, print and mail approximately 2,175 water bills per month. Mailing confirmation and electronic copies of all bills must be transmitted back to the Authority.
3. Annual bills – after receipt of five (5) transmitted data files from the Authority, print and mail approximately 90 hydrant bills throughout the year – approximately 80 bills will be transmitted in January and February. Mailing confirmation and electronic copies of all bills must be transmitted back to the Authority.

C. ***Print and mail collection notices:***

1. Collection notice files are transmitted by the Authority weekly. Approximately 850 notices will be transmitted once each week. Mailing confirmation and electronic copies of all notices must be transmitted back to the Authority.

D. ***Print and mail meter reading post cards:***

1. After receipt of twelve (12) or thirteen (13) transmitted data files from the Authority each month, print and mail approximately 25,000 per month. Mailing confirmation must be transmitted back to the Authority

E. ***Print and mail customer correspondence:***

1. From time to time, various customer correspondence may be transmitted for printing and mailing. Correspondence consists of standardized letters. Mailing confirmation must be transmitted back to the Authority.

## **ARTICLE 2 – PAYMENT FOR SERVICES**

- 2.01** The Consultant shall submit periodic invoices to the Authority, detailing the description of the services rendered to the Authority, in a form acceptable to the Authority’s Chief Financial Officer and/or Comptroller.
- 2.02** Costs for the services provided under this Agreement shall be billed at rates submitted by the Consultant in their proposal dated September 1, 2020 in response to the Authority’s Request for Proposals – Billing, Printing and Mailing Services (Attachment B). Total

payments over the initial three-year term shall not exceed \$240,000.

- 2.03** Postage will be paid directly by the Authority through its United States Postal Service account.
- 2.04** Upon receipt of a properly submitted invoice, the Authority will remit payment within 30 calendar days.

### **ARTICLE 3 – GENERAL PROVISIONS**

- 3.01** **Subcontract and Assignments:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.
- 3.02** **Amendments:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.
- 3.03** **Right to Terminate:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on thirty (30) days' written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
- 3.04** **Indemnification:**
- A. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Consultant's performance of services provided under this Agreement or anyone for whom the Consultant is legally liable.
  - B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, consultants or anyone for whom the Authority is legally liable.
- 3.05** **Confidential Information:**
- A. In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by

the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including, but not limited to, information relative to the services to be performed.

- B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.
- D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order. The terms of this paragraph shall be binding during and after the termination of this Agreement.

**3.06 Reliance on Data:** In performance of the services, it is understood that the Authority and/or others may supply the Consultant with certain information and/or data, and that the Consultant will rely on such information. It is agreed that the accuracy of such information is not within the Consultant's control and they shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly part of the Scope of Services.

**3.07 Insurance:** The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Attachment C. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.

**3.08 Rights, Title and Interest to Specific Materials:**

- A. All deliverables under this Agreement, whether produced by the Consultant alone or with others, and regardless of whether produced during regular working hours, shall be considered the property of the Authority. The Consultant shall, during and after the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all deliverables under this Agreement. All deliverables under this Agreement shall be and remain the property of the Authority whether registered or not.
- B. In performing work under this agreement, the Consultant may be granted access to the Authority's documents, data and other information. The Consultant understands and agrees that the use of such documentation, data and information shall be treated as confidential information.

**3.09 New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

**3.10 Conflicts of Interest:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services rendered.

**3.11 Additional Conditions:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

**3.12 Entire Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**3.13 Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 1.
- C. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

**3.14 Doing Business Status:** The Consultant represents it is qualified to do business in State of New York and has registered with the New York Secretary of State.

**3.15 Gratuities:** The Consultant shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

**3.16 Notice:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### **ARTICLE IV – SEVERABILITY**

**4.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes

as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

**ARTICLE V – DURATION**

- 5.01** All services to be provided under this Agreement shall be provided over a three-year period from January 1, 2021 through December 31, 2023 with two potential one-year extensions at mutually agreed upon terms.
  
- 5.02** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement.

**ERIE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Jerome D. Schad, Chairman

**LEVEL ONE, LLC**

By: \_\_\_\_\_

**STATE OF NEW YORK)**  
**COUNTY OF ERIE        )ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally came Jerome D. Schad to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners of said Authority.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK)**  
**COUNTY OF ERIE        ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is a Project Director described in the above instrument; and that he signed his name thereto by order of said corporation.

\_\_\_\_\_  
Notary Public

# **Attachment A**

Water Bill - Front

QUARTERLY STATEMENT

<b>Account Number</b>	<b>16840480-5</b>
<b>Billing Date</b>	<b>07/03/2020</b>
<b>Billing Period</b>	<b>04/03/2020 TO 07/03/2020</b>
	<b>91 Days</b>
<b>Meter Number</b>	<b>79213580</b>
<b>For Service at</b>	
<b>6113 LAKE AVE ORCHARD PARK NY</b>	
<b>Amount Due</b>	<b>\$100.56</b>
<b>Due Date</b>	<b>Aug 1, 2020</b>
<b>Meter Read Information</b>	
Present	2,143,000 ECWA Rding
Previous	2,148,000 Estimated
Gallon Usage	-5,000
<b>Summary</b>	
<b>Amount of Last Bill</b>	<b>\$50.28</b>
<b>Payments Received</b>	<b>\$0.00</b>
<b>Previous Balance Due</b>	<b>\$50.28</b>
<b>Current Water Charges</b>	
<b>Minimum Charge</b>	<b>\$30.24</b>
<b>Other Charges</b>	
<b>Infrastructure Invest Charge</b>	<b>\$20.04</b>
<b>Total Current Charges</b>	<b>\$50.28</b>
<b>Previous Balance Due</b>	<b>\$50.28</b>
<b>Total Amount Due</b>	<b>\$100.56</b>
To avoid a 10% late charge on the current bill, payment must be received by Aug 11, 2020	

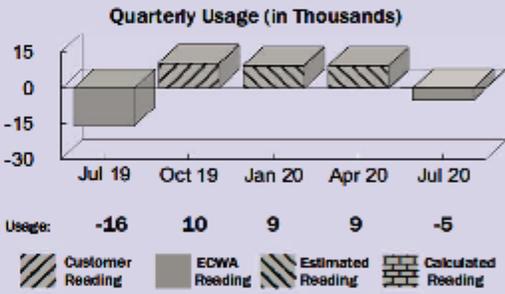
**Contacting ECWA**  
 Office Hours M-F 8am to 5pm  
 Office (716) 849-8444  
 Fax (716) 849-8467  
 Emergency Phone (716) 684-0900  
 www.ecwa.org

Please visit [www.ecwa.org](http://www.ecwa.org) to enroll in ECWA Online.

**Messages**

ECWA's 2019 Annual Water Quality Report is available on our website at [www.ecwa.org](http://www.ecwa.org)

During the current State of Emergency declared by New York State, we will not be accepting any in-person cash payments at our Erie County Water Authority office at 295 Main St, Rm 350 in the City of Buffalo.



RETURN THIS PORTION WITH PAYMENT

Erie County Water Authority  
 PO Box 5148  
 Buffalo, NY 14240-5148

Phone: (716) 849-8444 Office Hours: M-F 8am-5pm

**QAPROOFS**  
 Source File  
 ECWA\_BILL\_20200717.TXT



CHECK HERE IF ADDRESS OR TELEPHONE NUMBER HAS CHANGED.

<b>ACCOUNT NUMBER</b>	
<b>16840480-5</b>	
<b>AMOUNT DUE</b>	<b>\$100.56</b>
<b>DUE DATE</b>	<b>Aug 1, 2020</b>

AMOUNT ENCLOSED \$  
 For Service at 6113 LAKE AVE ORCHARD PARK NY



ERIE COUNTY WATER AUTHORITY  
 PO BOX 5148  
 BUFFALO NY 14240-5148

168404805000010056

**Water Bill - Back**

MOVING? Please call us at least 5 working days in advance.

BUSINESS HOURS: Monday-Friday 8:00 am – 5:00 pm

**TELEPHONE NUMBERS:**

Customer Service	849-8444	M-F 8:00 am - 5:00 pm
Meter Readings	849-8426	24 hours a day
After Hours Emergencies	684-0900	M-F 5:00 pm – 8:00am
		Sat & Sun 24 hours a day
Main Office	849-8484	M-F 8:00 am - 5:00 pm

PAYMENTS: Water bills may be paid by one of the following methods:

**By Mail:** Use enclosed payment envelope. Include the bottom portion of this notice with your check and please write your account number on the check.

**By Phone:** Credit/Debit card payments may be made by calling our toll free number 1-855-748-1076.  
(A service fee will be charged by Paymentus.)

**On-Line:** Credit/Debit card or checking account payments may be made by going to our website <http://www.ecwa.org>. You can either make a one-time payment or sign up for ECWA Online and set up automatic payments. (A service fee will be charged by Paymentus only if paying by Credit/Debit card. Payments made through a checking account are FREE.)

**In Person at:**

WESTERN UNION	Various Locations	
ALDEN	Alden Pharmacy:	13203 Broadway
CHEEKTOWAGA	Tile Pharmacy:	1031 Cleveland Dr.

PAYMENT AGENCIES MAY ASSESS A FEE

PLEASE BRING THE ENTIRE NOTICE WHEN PAYING IN PERSON

The Authority's Tariff states the following:

Section 9.08 Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.

ANY AND ALL communications, correspondence or payments concerning disputed debts or past due accounts are to be sent directly to:

Customer Service Department  
Eric County Water Authority 295 Main St Rm 350  
Buffalo, NY 14203-2494

**DELINQUENT CHARGE:** 10% assessed unless payment is received within (10) days after the due date as specified on the bill.

**ESTIMATED BILLING:** If your bill has been estimated, mark down the current reading, as it appears on the meter, and call either 849-8426 for the automated system or 849-8444 for customer service.

**METER READING:** A meter reading card may be mailed to you approximately 2 - 3 days prior to the close of the billing cycle. Complete the reading card and either call in your meter reading at 849-8426 or go to our website at [www.ecwa.org](http://www.ecwa.org) and enter it in the Customer Service, Account Access, Meter Reading section and follow the instructions. Both options are available 24 hours a day. If a meter reading is not received your bill will be estimated based on your prior consumption history.

**STREET ADDRESS**

Grid for street address: 20 columns

**CITY**

**STATE**

**ZIP CODE**

Grid for city, state, and zip code: 20 columns

**TELEPHONE NUMBER**

Grid for telephone number: 10 columns

USE ONLY FOR CHANGES OF MAILING ADDRESS OR TELEPHONE NUMBER.

If using the change of address/telephone form, please pay your bill by mail.

Not all agencies return this form to us.

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE  
PAID  
ECWA

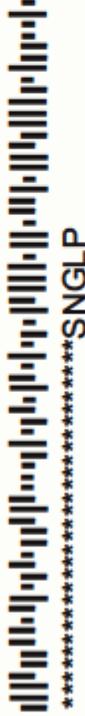
ERIE COUNTY WATER AUTHORITY  
295 Main Street RM 350  
Buffalo, NY 14203-2494



Electronic Service Requested

**IT'S TIME TO READ YOUR METER!**

B-02-ZKC-CM-00001-1



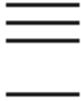
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX



Customer Correspondence



Eric County Water Authority  
PO Box 5148  
Buffalo, NY 14240-5148



Phone: (716) 849-8444 Office Hours: M-F 8am To 5pm

03/03/2020



Service At: 485 WEHRLE DR  
CHEEKTOWAGA NY 14225-1160  
Account Number: 32019502-2  
Meter Install Date: 08/31/2011

Dear Customer:

We are writing you for the purpose of gaining access to your premises to update the water meter with new equipment. Installation takes about 45 minutes but could take as little as 10 minutes depending on the age of your existing meter; there is no cost to you.

Installation of the new equipment benefits our customers by:

- EGWA personnel being able to read the meter without entering the premises and less inconvenience to the customer.
- Obtaining actual readings every billing period allowing for fewer discrepancies and quicker detection of potential leaking services.
- Elimination of postcards mailed to you and you having to return the card within a specified timeframe.

Please call our Customer Service Department at 849-8444 to schedule an appointment date. Our Business Office hours are 8:00 AM to 5:00 PM, Monday through Friday. Access by our field personnel is desired between 8:30 AM and 3:30 PM, Monday through Friday.

If you have any questions, please feel free to contact us at 849-8444.

Very truly yours,

ERIE COUNTY WATER AUTHORITY  
Customer Service Department

**QAPROOFS: METCHSL1-ECWA\_LTR\_20200303\_1.TXT**

# **Attachment B**

## Item 6 – Fees, Rates, Charges

List the fees and/or rates charged, period of time these rates/fees are in effect and any start-up costs.

### Set up and On-Going Development

Cost Schedule – Set up and Implementation Services				
A. Development				
		Volume	Rate	Unit
1	Bill Redesign for Full-Color duplex production	1	Waived	1-time
2	Ongoing Application Development / Programming		\$ 125	Per hour

### Bill Print Production & Components

Cost Schedule				
A. Billings and Post Card Processing Fees				
		Volume	Rate	Unit
1	Record Processing <i>Includes data processing</i>	955,000	\$ 0.01	Per record
2	Bill Print and Mail – Billings, Collection Notices & Customer Letters <i>Includes Postal optimization &amp; compliance, full color duplex</i>	755,000	\$ 0.03	Per mail piece
3	Print and Mail – Post Cards <i>Includes Postcard stock</i>	200,000	\$ 0.029	Per post card
B. Components (Bill Stock & Envelopes)				
		Volume	Rate	Unit
1	Bill stock (24# white bond with perforation)	755,000	\$ 0.011	Per each
2	#10 Window Envelope	755,000	\$ 0.0175	Per each
3	#9 Remit Envelope	755,000	\$ 0.0145	Per each
C. Other services				
		Volume	Rate	Unit
1	Certified Mail – postage is additional	TBD	\$ 2.60	Per each
2	Inserts 8.5 x 3.5, 1 color	60,000	\$ 0.022	Per each

# **Attachment C**

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate

**f. Professional Liability:**

- \$5,000,000. Each Claim
- \$5,000,000. Aggregate

**g. Cyber Liability:**

- \$2,000,000. Each Claim
- \$2,000,000. Aggregate

Certificates of Insurance to be provided to **ECWA** prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, ECWA Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.