



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

October 15, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, Senior Distribution Engineer

A handwritten signature in black ink, appearing to read "MJQ", is written over the name "Michael J. Quinn".

Subject: Contract OS-001
Furnish and Deliver Mass Notification System
ECWA Project No. 202100207

The following material is attached:

- Authorization Form requesting Board Authorization to execute the attached Professional Service Contract with OnSolve, LLC.
- Professional Service Contract for the above referenced project.
- Copy of Interoffice Memorandum Michael J. Quinn, Senior Distribution Engineer, dated August 11, 2021, detailing the recommendation for the contract assignment after review of Request for Proposals (PN 20200212).

The project includes procurement of a computer software system that will allow the Authority to easily provide notification to customers, emergency service agencies, etc. regarding emergency situations, including watermain breaks, facility failure, and other incidents that may impact the effective and efficient delivery of water. The system will also allow for focused notifications of planned outages as well as system-wide notification and dissemination of more routine information, such as water quality reports.

Budget Information:

This will be an O&M expenditure.

Unit: 6030 Public Information

- Item 60 Special Services

Unit: 2010 Line Maintenance

- Item 19 Payments to Contractors – Other

Unit: 2502 Construction

- Payments to Contractors - Other

MJQ:jmf

Attachments

cc: L.Kowalski

J.Catanzaro

J.Schlierf

M.McAuley

L.Lester

CONT-OS-001-2101-X-01




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 11, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, Senior Distribution Engineer 

Subject: Staff Item – Request for Proposal for Mass Notification System
Project No. 202000212

In order to make the process of notifying ECWA customers of situations within the distribution system as well as to disseminate other important information directly to all or a select group of customers, a request for proposals (RFP) was issued on April 5, 2021 for the procurement of a Mass Notification System. In general, the project includes the procurement of a computer software system that will allow the Authority to easily provide notification to customers, emergency service agencies, etc. regarding emergency situations including watermain breaks, facility failure and other incidents that may impact the effective and efficient delivery of water. The system will also allow for focused notifications of planned outages as well as system wide notification and dissemination of more routine information such as water quality reports.

This project will involve the procurement of the system, integration with other Authority systems and functions (GIS, Dispatch, etc.), assistance with implementation, training and ongoing maintenance and system upgrades.

The RFP was issued to the following firms:

- Onsolve (CodeRed)
- GeoDecisions (Notify)
- Asher Group (Hyper-Reach); and
- Regroup Mass Notification.

In addition, a fifth firm, HQE Systems Inc. obtained the RFP from the ECWA Website. Proposals were received on April 30th from Onsolve, GeoDecisions and Asher Group.

The proposals were reviewed and discussed among a committee of Engineering, Line Maintenance, Information Technology (IT) and Mapping and Records Department staff. Experience, staffing, scope, and project approach were considered. It was determined that each firm possessed relevant qualifications to perform the work proposed. However, based on the review and evaluation of the proposals, it is the committee's recommendation that an agreement be negotiated with OnSolve for the implementation of the CodeRed platform.

To: Terrence D. McCracken
Secretary to the Authority

- 2 -

August 11, 2021

While each firm provided a thorough and detailed project understanding and technical approach for the project and their projected levels of effort (manhours, and fees) are competitive and reasonable for the work being proposed, the committee feels that the CodeRed system best meets the needs of the ECWA and will better integrate into the existing IT systems and in particular the GIS system which is a key component in the successful implementation of the technology. Finally, the CodeRed platform is the most widely used system of this type in the County and as such will likely be supported and improved upon more regularly.

The Engineering and IT Departments will move forward with negotiations with OnSolve for the implementation of the CodeRed mass notification system.

Budget Information:

This will be an O&M expenditure.

Unit: 6030 Public Information

- Item 60 Special Services

Unit: 2010 Line Maintenance

- Item 19 Payments to Contractors – Other

Unit: 2502 Construction

- Payments to Contractors - Other

MJQ:jmf

cc: R.Stoll

L.Kowalski

J.Catanzaro

J.Schlierf

M.McAuley

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

Contract: OS-001 **Project No.:** 202100207
Project Description: Furnish and Deliver Mass Notification System.

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 _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr Distribution Engineer		Date: <u>10/15/2021</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>10/15/2021</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>10/18/2021</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>10/20/2021</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>10/18/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>10/20/2021</u>
<input checked="" type="checkbox"/> Legal		Date: <u>10/15/2021</u>

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority _____ Date: _____

Remarks: _____

Resolution Date: _____ **Item No:** _____

CONTRACT FOR MASS NOTIFICATION SYSTEM

This Agreement, effective as of October 28, 2021 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

ONSOLVE, LLC.
780 W. Granada Boulevard
Ormond Beach, Florida 32174

hereinafter referred to as the “Vendor.”

The Authority seeks to enter into a contract with the Vendor to furnish and deliver a Mass Notification System upon the terms and conditions stated in this Agreement.

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Vendor shall furnish and deliver a Mass Notification System, at an annual subscription fee as set forth in Article 4 of this Agreement.

1.02 The Vendor shall furnish and deliver the Mass Notification System upon the following terms and conditions:

- A. In response to the Authority’s Request for Proposals, the Vendor submitted and signed its Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- B. The Mass Notification System will include unlimited emergency voice alerts.
- C. The Mass Notification System will include unlimited email, SMS, social media, and CodeRED Mobile app messages.
- D. The Mass Notification System will include 150,000 system minutes for non-emergency voice alerts annually.

1.03 The Vendor will be responsible for set-up and initial testing of the Mass Notification System.

- 1.04** The Vendor will provide the Authority access and license to use the Mass Notification System, subject to an annual subscription fee payable to the Vendor.
- A. The subscription period for the Mass Notification System shall commence on the date of delivery of the Mass Notification System.
- B. The subscription fee for the Mass Notification System shall include all costs and expenses for the following features:
1. Software-as-a-Service Subscription:
 - a. Unlimited emergency voice alerts;
 - b. 150,000 system minutes for voice alerts;
 - c. Unlimited SMS and email alerts to internal and public contacts;
 - d. Unlimited social media messaging;
 - e. Unlimited CodeRED Mobile App messaging;
 - f. OnSolve Premium Data;
 - g. OnSolve standard Esri-based mapping;
 - h. Monthly Data Loads;
 - i. Custom Geo-coder;
 - j. Custom Mapping, up to ten layers;
 - k. Universal ANI® technology;
 - l. Detailed job statistics;
 - m. Unlimited user accounts and pass codes with role-based permission settings;
 - n. Unlimited Contact Groups and Tags for internal staff notification;
 - o. Unlimited pre-created scenarios and pre-created messages;
 - p. Unlimited use of the CodeRED Launcher mobile application; and
 - q. Automated Foreign Message Translation; up to three language selections.
 2. Support Services:
 - a. CodeRED system set-up, on-going operation;
 - b. System performance testing;
 - c. Live 24/7/365 client support team;
 - d. New customer marketing packet and ongoing content;
 - e. Text to Enroll (mobile friendly opt-in);
 - f. Unlimited live web-based training;
 - g. Design and hosting of Community Notification Enrollment web portal; and
 - h. Managed data services with integration and geo-coding of client-supplied data.

ARTICLE 2 – COMPLIANCE

2.01 The Authority shall ensure that it and its Administrators use the Mass Notification System in accordance with Appendix A.

2.02 The Authority and the Vendor shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.

2.03 The Vendor shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in this Agreement as Appendix B.

2.04 The Vendor shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Request for Proposals, the Vendor signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix B.

2.05 By executing this Agreement, the Vendor affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.

2.06 The Vendor shall comply with the provisions of the Human Rights Law, codified as Executive Law § 290, *et. seq.*, and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Vendor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix B.

2.07 The Vendor shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

2.08 If the Vendor, its employees, agents and/or subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Vendor's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.09 **Health Screening Questionnaire.** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Vendor, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York or the Authority, including, but not limited to, completing a health screening questionnaire before entering any Authority property.

ARTICLE 3 – PRICING TERMS

3.01 The Vendor agrees subscription fees under this Agreement shall remain firm and understands no cost increase shall be charged for any reason whatsoever during the Initial Term.

3.02 The Vendor's failure to timely delivery the Mass Notification System shall constitute a material breach of this Agreement for which the Authority may declare the Agreement to be void and terminated; provided that no such material breach shall occur in the event the Authority fails to reasonably cooperate with the Vendor during the CodeRED system set-up.

3.03 The Authority is exempt from taxation. The Vendor shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

ARTICLE 4 – PAYMENT

4.01 The Authority agrees to pay the Vendor an annual subscription fee of \$20,400.00. The Vendor agrees that the annual subscription fee includes initial setup of the Mass Notification System.

4.02 The Authority agrees to pay the Vendor \$2,500 per day plus travel and expenses per instructor for on-site training. The Vendor will provide the Authority with copies of paid receipts for travel and expenses. The total cost for on-site training will not exceed \$25,000 to include up to ten (10) days of training.

4.03 The Vendor agrees and understands the Authority will not pay interest or late charges. The Vendor agrees the Authority will not be required to seek a refund to obtain the services and price provided in this Agreement.

4.04 No more than once per year, the Authority reserves the right to audit the Vendor's records to verify bills submitted and representations made. For this purpose, the Vendor agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Vendor's final bill to complete its audit. If the audit established an overcharge, the Vendor agrees to refund the excess.

ARTICLE 5 – GENERAL PROVISIONS

5.01 ***Subcontract and Assignments:*** The Vendor may not subcontract or delegate any of the work, services, and/or other obligations of the Vendor without the express written consent of the Authority's Executive Staff. The Authority and the Vendor bind themselves and their successors, administrators, agents and assigns to the terms of this Agreement. The Vendor shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 ***Amendments:*** Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

5.03 Right to Terminate: The Authority reserves the right to terminate the Vendor's procurement at any time, without cause, based on seven (7) days' written notice; provided that no refunds of fees shall be provided.

5.04 Indemnification:

- A. To the fullest extent permitted by law, the Vendor 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 of the Authority to the extent caused by the gross negligent acts, or willful misconduct of the Vendor's performance under this Agreement and those of its subcontractors or anyone for whom the Vendor is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Vendor 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 gross negligent acts or willful misconduct of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

5.05 Insurance:

- A. The Vendor 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 Appendix C.
- B. The Vendor shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement pursuant to the insurance requirements as indicated on Appendix C.
- C. The Vendor shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Vendor shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

5.06 Confidential Information:

- A. To assist the Vendor in the performance of this Agreement, the Authority may provide the Vendor with confidential information including, but not limited to information for performance of the service to the Authority. All information received by the Vendor in any fashion and under any conditions resulting from the

rendering of the services in consideration of this Agreement, is considered confidential. The Vendor shall hold in confidence and not disclose to any person or any entity, any information learned from the Authority during the performance of services, including, but not limited to, information relative to the services to be performed for the Authority.

- B. The Vendor shall use at least the same degree of care to protect and prevent unauthorized disclosure of any Authority confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Vendor shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Vendor's benefit or for the benefit of others shall be permitted. The Vendor agrees that the Authority's confidential information, including the telephone numbers, email addresses and other information of Authority customers cannot be transferred, sold, leased or disseminated in any way.
- C. In no event is the Vendor authorized to disclose the Authority's confidential information without the prior written approval of the Authority. The Vendor may disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and after the expiration or termination of this Agreement.

5.07 Copyrights, Trademarks, and Licensing:

- A. In performing work under this Agreement, the Vendor may be granted access to the Authority's GIS data, documents, and other information. Upon execution of this Agreement, the Vendor acquires from the Authority a license to use the proprietary and intellectual property of the Authority for the purpose of completing the services under the Agreement.
- B. This license does not constitute a transfer of title or interest in the data. Any portion of the data that is modified or merged into another computer file or program by the Vendor or is integrated with other programs or data to form derivative products shall continue to be subject to the provisions of this license. The Authority retains ownership of the data and all such portions.
- C. The Vendor agrees that all digital data and hard copy from the Authority's GIS Basemap features provided to the Vendor are copyrighted to the Authority, are protected by the copyright laws of the United States and are furnished to the Vendor with all rights reserved. The Vendor is permitted to use the digital data and hard copies of same only for the purposes allowed under this Agreement. The Vendor agrees not to otherwise copy, reproduce or use the digital data, hard copy or any information contained within same for any other purpose whatsoever.
- D. The copyright notice included in each of the files is not only to be retained in those files but is also to be included in any copies made of those files. No part of the files

may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photographing and recording, or by any information storage or retrieval system, except as expressly permitted in writing by the Authority.

- E. The license to use the Authority's data terminates upon completion of the services under this Agreement.
- F. The parties agree that if Vendor breaches the Agreement by using or disclosing any of the copyrighted information in any way other than that allowed, during or after the term of this Agreement for any purpose whatsoever, the damages of the Authority shall be deemed liquidated at three times the amount of the total value of the data as determined by the Authority. In addition to treble damages for breach of the Agreement, the Vendor will additionally forfeit the license acquired to the copyrighted property of the Authority.
- G. The terms of this section shall be binding during and after the expiration or termination of this Agreement.

5.08 Warranty: The Vendor will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event the Vendor provides services that do not conform to this warranty, the Vendor will re-perform such services at no additional cost to the Authority, including costs associated with the enforcement of this warranty. When applicable, the Vendor will endeavor to acquire materials with third party warranties that are assignable to the Authority. Unless otherwise stated in this Agreement or provision, the Vendor agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Vendor's obligation under this section is independent of any other obligations stated in this Agreement.

5.09 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 Vendor 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.

5.10 Conflicts of Interest: The Vendor 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 Vendor from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Vendor 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 being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Vendor. So long as the Vendor reports such a conflict as required by this section, the Vendor will have no further obligations under the terms of this Agreement.

5.11 Additional Conditions: The Vendor and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the subscription to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

5.12 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.

5.13 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Vendor, 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 Vendor shall remain an independent contractor responsible for its own actions. The Vendor is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

5.15 Force Majeure: Vendor shall not be liable to the Authority for any failure to perform under this Agreement if any such failure is caused by forces beyond Vendor's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

5.16 Gratuities, Illegal or Improper Schemes:

- A. The Vendor shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Vendor 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.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Vendor, the Vendor's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect

to the awarding of this Agreement or the performance of the Agreement or purchase order.

- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Vendor engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.17 *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 6 – SEVERABILITY

6.01 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 7 – DURATION

7.01 All services to be provided under this Agreement shall be provided over a three-year period from November 1, 2021 through October 30, 2024 (“Initial Term”) with two potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms.

7.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Vendor 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 Vendor in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

ONSOLVE, LLC.

By _____
Larry Grimm, Controller

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of October, in the year 2021, 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 Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2021, before me personally came Larry Grimm, to me known, who, being by me duly sworn, did depose and say that he resides in _____, _____, that he is the Controller of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A – MASS NOTIFICATION SYSTEM SPECIFIC TERMS

1. CERTAIN DEFINITIONS.

1.1. “Administrator” means an individual person or application capable of performing administrative functions which may include initiating Alerts, managing data for Contacts or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface.

1.2. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party hereto, where “control” means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists. All references to OnSolve in this Agreement shall be deemed to be references to OnSolve and its Affiliates and all references to Customer in this Agreement shall be deemed to be references to Customer and its Affiliates.

1.3. “Alerts(s)” means notifications/messages issued through the Mass Notification System, without regard to whether a Contact responds to such Alert.

1.4. “Applicable Law” means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with this Agreement.

1.5. “Contact” means an individual recipient only capable of receiving and responding to Alerts and, if permitted, updating its own profile.

1.6. “Content” means content, data, text, messages and other material contained in an Alert or otherwise sent by Customer through the Mass Notification System.

1.7. “CNE Page” means the relevant community notification enrollment website utilized by Customer and its Contacts in connection with the Services.

1.8. “Customer” means Erie County Water Authority.

1.9. “Documentation” means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Mass Notification System (electronic or written) that is provided by OnSolve regarding the Mass Notification System, as may be updated from time to time.

1.10. “Fees” means any fees due for the Services.

1.11. “Services” means those services to be provided by OnSolve to Customer.

1.12. “Sensitive Data” means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers’ license information; or any other “sensitive data” category specifically identified under any Applicable Laws.

1.13. “Mass Notification System” means OnSolve’s software-as-a-service, Internet-based and accessed service(s).

1.14. “Standard Personal Information” means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-personally identifying ID number provided by Customer or obtained through the CNE Page.

1.15. “Transaction Fees” means the fees for individual transactions of sending and/or receiving Alerts to and from devices.

1.16. “User” means, collectively, any Administrators and all authorized users of the Mass Notification System, including Contacts.

2. USE OF THE MASS NOTIFICATION SYSTEM.

2.1. Access to the Mass Notification System. Subject to Customer’s compliance with the Agreement, OnSolve grants Customer a non-exclusive, personal, non-transferable license to access to and use the Mass Notification System for Customer’s internal business purposes only and only in accordance with the applicable Documentation.

2.2. License Limitations. Customer shall not, and shall not permit any third party under its control to, use the Mass Notification System for an Unauthorized Purpose. If Customer uses the Mass Notification System for an Unauthorized Purpose, OnSolve may take any and all actions as it reasonably deems appropriate. “Unauthorized Purpose” means to: (i) create derivative works of, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Mass Notification System; (ii) circumvent or disable any security or features of the Mass Notification System, or attempt to probe, scan, gain access to, or test the vulnerability of OnSolve’s Mass Notification System or any networks, servers, computers, devices, or equipment owned, controlled, or used by OnSolve to provide the Mass Notification System unless expressly permitted under an agreement between you and OnSolve; (iii) sublicense, assign, transfer, distribute, rent or sell use or access to the Mass Notification System (in whole or in part), whether as a service bureau or otherwise, or otherwise transfer rights in or to the Mass Notification System; (iv) remove, alter or obscure any product identification, copyright or proprietary notices; (v) upload or provide any Content, information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate privacy or intellectual property rights; (vi) use the Mass Notification System to threaten, defame, bully, harass, or harm persons or their property; (vii) send, store or distribute any malware, viruses or any other routines, code or programs with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing OnSolve’s, or any other person’s or entity’s, network, computer system, or other equipment, or any third party data contained therein; (viii) access the Mass Notification System or use any Documentation in order to build a similar product or competitive product; or (ix) adopt, use, register, or apply for registration of and OnSolve trademark, service mark or trade name.

2.3. Acceptable Use Policy. Customer shall ensure that its Users and its Users use the Mass Notification System in accordance with all Applicable Laws and the OnSolve Acceptable Use Policy below.

2.3.1. All Content is Customer’s sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will OnSolve or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Alerts that are sent through its accounts (other than if caused by the Mass Notification System itself or breaches by OnSolve); (ii) all Fees accruing from the use of the Mass Notification System through Customer’s account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

- 2.3.2. Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.
- 2.3.3. Customer shall use any data it uploads into the Mass Notification System in accordance with any and all restrictions applicable to such data and all Applicable Laws.
- 2.3.4. Customer will use and permit its Users to use the Mass Notification System in accordance with the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission (“FCC”) or Federal Trade Commission (“FTC”) rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.
- 2.3.5. Customer will not send any Short Message Service (“SMS”) Alerts to a User unless Customer has obtained such User’s “opt-in” consent.
- 2.3.6. Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Alerts, including information on how to “opt-out” or unsubscribe.
- 2.3.7. Customer will not send Alerts to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.
- 2.3.8. Customer will not send any Content that it knows, or has reason to know: (i) infringes another’s rights in intellectual property; (ii) invades any privacy laws including without limitation another’s right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.
- 2.3.9. Customer will not: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Mass Notification System; (ii) use the Mass Notification System in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.
- 2.3.10. Customer may send SMS Texts in text format only.
- 2.3.11. Customer acknowledges and agrees that Alerts may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer’s equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Alerts may not be timely received and that the carrier does not guarantee that messages will be delivered.
- 2.3.12. Customer acknowledges that OnSolve may block Alerts (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).
- 2.4. Usernames and Passwords. Customer shall be responsible for the confidentiality of all usernames and passwords and all activities that occur under such usernames. Customer shall promptly notify OnSolve of any suspected unauthorized access to the Mass Notification System at security@OnSolve.com, copying Customer’s OnSolve relationship manager.

2.5. Customer Data and Standard Personal Information. Customer represents and warrants it has the right and authority to provide OnSolve with the Content and any Standard Personal Information for use in connection with the Mass Notification System. As between the Parties, the Content and Standard Personal Information shall be owned by Customer. Customer grants OnSolve a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use the Content and Standard Personal Information solely as necessary to perform the Mass Notification System. To the extent applicable, Customer acknowledges and agrees that OnSolve may notify Contacts who contribute Standard Personal Information in the CNE Page ("CNE Page") that such data will be transmitted to Customer and is subject to Customer's privacy policies.

2.6. Feedback. The Parties acknowledge that the Mass Notification System may collect and aggregate certain de-identified information and data regarding the use and operation of the Mass Notification System by Customer. Customer agrees that OnSolve may utilize such information and data as well as any Customer suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Customer so long as such Feedback does not identify Customer or any Customer provided Content or Contacts. No compensation shall be paid with respect to OnSolve's use of Feedback.

3. PROVISION OF SERVICES

3.1. Security and Data Integrity. OnSolve shall maintain industry standard physical, administrative, and technical security policies and procedures designed to protect against and prevent the loss, misuse and unauthorized access, alteration or disclosure of Content and Standard Personal Information. If OnSolve learns of any unauthorized access to Content or Standard Personal Information while in OnSolve's care or custody, OnSolve shall, as required by Applicable Law, promptly notify Customer of such unauthorized access, and the parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons.

3.2. Retained Rights. OnSolve retains all right, title and interest in and to the Mass Notification System except for the rights granted to Customer pursuant to this Agreement.

4. CONFIDENTIALITY AND DATA PRIVACY.

4.1. Confidential Information. The term "Confidential Information" means non-public business or technical information of OnSolve that is, or should reasonably be understood by the Customer to be, confidential or proprietary to OnSolve including without limitation: computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, security information, business plans, policies, customer lists, personnel information, object code, source code, and other data designated as confidential. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Authority; (iii) is already known by the Authority at the time of disclosure; (iv) is obtained by the Authority from a third party without restriction; or (v) is independently developed by the Authority without use of or reference to the Confidential Information. Except as otherwise expressly set forth in this Agreement, the Authority shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information thereof without the prior written consent of OnSolve except for the purpose of performing under this Agreement. The Authority may disclose Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth herein. The

Authority may disclose Confidential Information to the extent required by law so long as the Authority gives OnSolve prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. The Authority shall promptly notify OnSolve if it becomes aware of any misuse or unauthorized disclosure of Confidential Information.

4.2. Data Privacy. Each party shall comply with Applicable Law with respect to data privacy and data protection. Customer (i) may only upload transmit or store Standard Personal Information through the Mass Notification System; or (ii) shall not upload, transmit or store any Sensitive Data through the Mass Notification System. Depending on the location of the Customer and its Users, the following provision may also apply:

4.2.1. *California*. This clause shall apply if Customer has Users located in California. For purposes of the California Consumer Privacy Act (“CCPA”), Customer acknowledges and agrees that OnSolve is a “service provider” as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, OnSolve may use the Standard Personal Information provided by the Customer (i) to process or maintain Customer personal information received through the Mass Notification System in compliance with this Agreement; (ii) for internal use by OnSolve to build or improve the quality of the Mass Notification System, provided that OnSolve’s use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to OnSolve, OnSolve shall refer the consumer to the Customer and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.

5. REPRESENTATIONS AND DISCLAIMER

5.1. Mass Notification System Warranty. OnSolve represents and warrants that the Mass Notification System shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Customer’s exclusive remedy shall be as provided by Section 7.1 (Termination for Material Breach).

5.2. Disclaimer. THE MASS NOTIFICATION SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ONSOLVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE MASS NOTIFICATION SYSTEM TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ONSOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. LIMITATION OF LIABILITY

6.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER

OR TO ANY OTHER PERSON FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO ONSOLVE'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS, ONSOLVE'S OBLIGATIONS UNDER SECTION 3.1, CUSTOMER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THESE TERMS AND CONDITIONS, OR ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW; PROVIDED, HOWEVER, ONSOLVE'S MAXIMUM LIABILITY FOR ANY CLAIMS RESULTING FROM WRONGFUL DISCLOSURE OF STANDARD PERSONAL INFORMATION AND CONTENT WHILE IN ONSOLVE'S CUSTODY WILL NOT EXCEED THREE TIMES (3X) THE FEES PROPERLY DUE AND OWING UNDER THE AGREEMENT.

7. TERMINATION

7.1. Termination for Material Breach. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate the Agreement in addition to its other rights and remedies.

7.2. Suspension. OnSolve may suspend Customer's access to and use of the Mass Notification System: (i) effective immediately upon notice if Customer is in breach of Section 2.2 (License Limitations) or Section 2.3 (Acceptable Use Policy) if OnSolve reasonably determines that any Users' use of the Mass Notification System is causing immediate and ongoing harm to OnSolve or others. OnSolve shall promptly notify Customer of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the term of the Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

7.3. Effects of Termination. Upon termination of the Agreement (i) Customer's access to and use of the Mass Notification System shall cease; (ii) OnSolve shall, upon written request of Customer, erase Customer data from the production servers controlled by OnSolve, except that: (a) any data stored on OnSolve's backup servers shall be deleted as soon as technically feasible and OnSolve agrees that it shall maintain the confidentiality of such data; and (b) OnSolve may retain report data (e.g., date/time of Alert and number of Alerts sent) necessary to support its billing and accounting records; and (iii) Customer will immediately pay to OnSolve all Fees due and payable for Services delivered prior to the date of termination. Upon termination of the Agreement for Customer's breach: (A) Customer will immediately pay to OnSolve all unpaid Fees that would become due under the then-current term if such termination did not occur; and (B) OnSolve shall retain any Fees paid to date. Upon termination of this Agreement for OnSolve's breach, OnSolve will refund an amount equal to the unearned portion of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination.

8. GENERAL

8.1. Changes to the Service. OnSolve may modify the Mass Notification System from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Customer's use of the Mass Notification System.

8.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of the Agreement to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court in the State of New York.

8.3. Publicity. OnSolve may reference Customer's name as an OnSolve customer online and in OnSolve marketing materials.

8.4. Survival of Terms. If the Agreement is terminated for any reason, remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.6 (Feedback), 3.1 (Security and Data Integrity), 3.2 (Retained Rights), 4 (Confidentiality and Data Privacy), 6.1 (Limitation of Liability), 7.3 (Effects of Termination) and 8 (General) shall survive termination.

8.5. Export Compliance. The Mass Notification System and other OnSolve technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Mass Notification System in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users, and Customer shall indemnify OnSolve in respect of any breach of this section.

SCHEDULE 1

Product Specific Terms

The following are additional terms that are specific to each of the OnSolve Services identified below (the “Product Specific Terms”) and are incorporated by reference into the applicable Order Form and the Agreement. In the event of conflict between a Product Specific Term and any term in the Agreement, the applicable Product Specific Term controls. In the event of conflict between a Product Specific Term and any term in the applicable Order Form, the term set forth in the applicable Order Form controls.

A. Critical Communications

Customer’s right to access and use the ‘Critical Communications’ services listed on the applicable Order Form (the “Critical Communications Services”) is subject to the following additional terms:

1. **Message Surcharges.** OnSolve will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from the sending, receiving or replying to an Alert using the Critical Communications Services, including as a result of increases in pass-through charges by Users’ telecommunications providers.

2. **Contacts.** Each Contact is to be assigned to a designated, named individual and cannot be shared by more than one individual. At any time during the Term that Customer exceeds the number of Contacts set out in the applicable Order Form, Customer shall promptly inform OnSolve of such excess and shall be obligated to pay the additional Fees related to such excess Contacts. If a named individual Contact no longer requires access to the Mass Notification System, Customer may reassign such Contact to a new individual without increasing the total number of Contacts; provided, however, that the total number of Contacts reassigned may not exceed 15% per year. At any time during the Term and for a period of ninety (90) days thereafter, OnSolve may inspect the number of Customer’s Contacts to ensure compliance with the total number of Contacts permitted in the Order Form. OnSolve shall invoice Customer for excess Contacts pro rata for the remainder of the relevant Term

APPENDIX B
RESPONSE TO RFP
REQUIRED FORMS

< Vendor's RFP response including the following required forms to be inserted here >

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: DocuSigned by:
Monica Molina 5852B1A5A4B445F... Date: April 27, 2021

Name: Monica Molina

Title: Senior Analyst, Sales Operations

Contractor Name: OnSolve, LLC

Contractor Address: 780 W. Granada Blvd., Ormond Beach, FL 32174

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By:  _____ Date: April 27, 2021

Name: Monica Molina

Title: Senior Analyst, Sales Operations

Contractor Name: OnSolve, LLC

Contractor Address: 780 W. Granada Blvd., Ormond Beach, FL 32174

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with 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 State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, 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 a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

OnSolve, LLC

Address: 780 W. Granada Blvd., Ormond Beach, FL 32174

Name and Title of Person Submitting this Form: Tiffany Menchaca, Account Manager

Contract Procurement Number: ECWA Project No. 202000212

Date: April 27, 2021

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: N/A

Date of Finding of Non-Responsibility: N/A

Basis of Finding of Non-Responsibility: N/A

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): X No Yes

6. If yes, please provide details below.

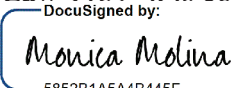
Governmental Entity: N/A

Date of Termination or Withholding of Contract: N/A

Basis of Termination or Withholding:
N/A

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By:  Date: April 27, 2021
5852B1A5A4B445F...
Signature

Name: Monica Molina

Title: Senior Analyst, Sales Operations

CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer 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 Offerer in accordance with the written notification terms of this contract.


OFFERER’S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the “Authority”), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual’s age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By:  Amanda Bowman Date: 9/20/2021 | 12:24 PM PDT
 Name: Amanda Bowman
 Title: Deputy General Counsel
 Offerer Name: OnSolve, LLC
 Offerer Address: 780 W. Granada Blvd., Ormond Beach, FL 32174

APPENDIX C

INSURANCE REQUIREMENTS FOR CONTRACT FOR MASS NOTIFICATION SYSTEM

ECWA Project No. 202100207

Insurance Specifications:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority 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.

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:

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate

f. Technology Errors & Omissions/Professional Liability (including Cyber Liability):

- \$2,000,000. Per Claim
- \$2,000,000. Policy Aggregate

Certificates of Insurance to be provided to the Authority 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 the Authority 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 the Authority 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 the Authority 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 professional service provider shall name the Authority, 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 the Authority 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 or mailed to Ms. Molly Jo Musarra, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED VCECN Holding Corp. ECN Holding Company ONSOLVE Intermediate Holding Company, Inc ONSOLVE, LLC 780 W. Granada Blvd., Suite 200 Ormond Beach FL 32174 USA	INSURER A: Federal Insurance Company		20281
	INSURER B: Vigilant Ins Co		20397
	INSURER C: National Union Fire Ins Co of Pittsburgh		19445
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570089523427 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36044525	10/03/2020	10/03/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Coll Ded: \$1,000			(20) 7359-54-09	10/03/2020	10/03/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded: \$1,000						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			78188208	10/03/2020	10/03/2021	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2171763456	10/03/2020	10/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	Y/N <input checked="" type="checkbox"/> N N/A						E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Cyber Liability			019333111 SIR applies per policy terms & conditions	10/17/2020	10/17/2021	Spec Prof Liability Cyber Extortion	Included \$5,000,000

Certificate No : 570089523427

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project number 202100207
Erie County Water Authority, its officers, agents, and employees are included as Additional Insured in accordance with the policy provisions of the general and auto liability policy.
A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the general, auto, and workers compensation policies. The policies listed above are primary and non contributory. **APPROVED/MJM**

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority 295 Main Street, Room 350 Buffalo NY 14203-2494 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Endorsement

<i>Policy Period</i>	OCTOBER 3, 2020 TO OCTOBER 3, 2021
<i>Effective Date</i>	OCTOBER 3, 2020
<i>Policy Number</i>	3604-45-25 DTO
<i>Insured</i>	VCECN HOLDINGS, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	OCTOBER 16, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- a. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

Liability Insurance

Endorsement

Policy Period OCTOBER 3, 2020 TO OCTOBER 3, 2021

Effective Date OCTOBER 3, 2020

Policy Number 3604-45-25 DTO

Insured VCECN HOLDINGS, LLC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued OCTOBER 16, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

ANY PERSON, OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT.

All other terms and conditions remain unchanged.

Authorized Representative _____ 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-03-20** Policy No. **(21) 7176-34-56**
Insured **VCECN HOLDINGS, LLC**
Insurance Company **Vigilant Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only) VCECN Holdings, LLC 780 West Granada Blvd Ormond Beach, FL 32174</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 30-0871299</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203-2494</p>	<p>3a. Name of Insurance Carrier Pacific Indemnity Insurance</p> <p>3b. Policy Number of entity listed in box "1a" 7176-34-56</p> <p>3c. Policy effective period 10/03/20 to 10/03/21</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____ J. Tracy Tucker _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  _____
(Signature) 09/24/21 _____
(Date)

Title: _____ Vice President, NACI Manager _____

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
OnSolve, LLC
2 Tower Place
Albany, New York 12203
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
59-3579383

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Erie County Water Authority
295 Main Street, Room 350
Buffalo, NY 14203-2494
3a. Name of Insurance Carrier
New York Life Group Insurance Company of NY
3b. Policy Number of Entity Listed in Box "1a"
NYD600654
3c. Policy effective period
01/01/2021 to 01/01/2022

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed September 24, 2021 By [Signature: Marceline E. Reilly]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.