ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

November 6th , 2026

To: Jennifer L. Hibit, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity DWA

Subject: Microwave Radio Maintenance

The Authority requires maintenance service for its Microwave Radio communication equipment. The equipment provides mission critical back up network communications in the event of primary carrier outages. Transwave Communication Systems Inc. is the single source local provider of the se services. The current maintenance contract expires on 12/31/26 and it is the recommendation of the IT Department that the Authority execute another contract for maintenance services.

The total annual expense for the maintenance is $53,500.00 for the first 3 years, increasing to $57,000.00 for years 4 and 5.

Budget Information:
Unit: 8525
O&M Budget Item 26 – Equipment Maintenance Contract

DWA:
cc:
C. Eaton
J. Tomaka
L Kowalski
L.Lester,
J. Hibit
M. Carney

ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents

Requestor/Project Mgr.: Dave Aubertine **Project No.:** 202200015

Document Name/Description: Transwave Microwave Maintenance Agreement

Item Description: **Choose one:** Contract Documents

Other:

Action Requested: **Choose one:** Execution by Chair

Other:

☐ ***If Applicable*, the MPO Amendment Form has been submitted to Central Purchasing.**

APPROVED AS TO CONTENT:

✓**Required Approvals:**

☑	Chief Financial Officer	Date:	11/9/2026
☑	Chief Operating Officer	Date:	11/09/2026
☑	Claims Rep. – Risk Manager	Date:	11/9/2026
☐	Comptroller	Date:	
☑	Director of Administration	Date:	11/09/2026
☐	Director of Distribution	Date:	
☐	Director of Human Resources	Date:	
☑	Director of Cybersecurity & IT	Date:	11/6/26
☐	Director of Planning & WS	Date:	
☐	Director of Production	Date:	
☐	Director of Water Quality	Date:	
☑	Executive Engineer	Date:	11/9/2026
☑	General Counsel (Legal)	Date:	11/9/2026
☐	Sr. Director of Operations & Infra.	Date:	
☐	Other:	Date:	

APPROVED FOR BOARD RESOLUTION

Secretary to the Authority Date: 11/9/2026

Remarks:

Resolution Date: Item No:

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: **Microwave Radio Maintenance**

Purchase Order or Master Purchase Order Number: **TBD**

Prior Purchase Order or Master Purchase Order Number (if item has been approved previously): 9095-22

1. Please describe the item and its function: **Microwave communication towers providing backup network**

2. This is a sole source* because:

- x Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods and services for which the Authority has established a standard**.
- ☐ Sole provider of factory-authorized warranty service.
- ☐ Vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Authority (please attach information on market price survey, availability, etc.).
- ☐ Sole provider of goods or services that will meet the specialized needs of the Authority or perform the intended function (please detail below or in an attachment).

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.
Other vendors not authorized

4. What steps were taken to verify that these features are not available elsewhere?

- x Verification from manufacturer of sole source attached (current year).
- ☐ Other brands/manufacturers were examined (please list phone numbers and names and explain why these were not suitable).
- ☐ Other vendors were contacted (please list phone numbers and names and explain why these were not suitable.

SUBMIT TO DIRECTOR OF ADMINISTRATION FOR APPROVAL

Buyer's Signature: _____ Date: 11/6/26

Buyer's Name Dave Aubertine
(Please Print)

Approved: _____ Date: 11/06/2026
Director of Administration

* Sole Source: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurement of items for which the Authority has established a standard by designating a brand or manufacturer or by pre-approving via a testing, shall be competitively bid if there is more than one vendor of the item.

Project No. 202700010
Contract No. TCS-005

PROFESSIONAL SERVICES AGREEMENT

This Agreement, effective as of November 19, 2026 ("Effective Date") is by and between:

ERIE COUNTY WATER AUTHORITY
3030 Union Road
Buffalo, NY 14227-1097

hereinafter referred to as the "Authority," and

TRANSWAVE COMMUNICATIONS SYSTEMS, INC.
9020 Wehrle Drive
Clarence, New York 14031

hereinafter referred to as "Consultant".

WHEREAS, the Authority desires to enter into an agreement with the Consultant for microwave radio maintenance services upon the terms and for the consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of mutual promises herein set forth in this Agreement, the parties agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 *Standard of Performance*

A. ***Standard of Care:*** The Consultant shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances. The Consultant will be responsible to the Authority for errors or omissions in the performance of its services and for the failure to perform its services.

B. ***Technical Accuracy:*** The Authority shall not be responsible for discovering deficiencies in the technical accuracy of the Consultant's services. The Consultant shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Authority-furnished information.

C. The Consultant represents it has a working knowledge of Aviat Eclipse products, ProVision software and shall service all equipment at a level that will provide reliable communications. The Consultant represents it is approved and authorized to sell, support and service Aviat radio equipment and submitted a letter, attesting to this representation, as part of its service proposal.

1.02 ***Compliance with Laws and Regulations, and Policies and Procedures***

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

B. The Authority has determined that the Consultant is a sole source provider of microwave radio maintenance services for the Authority's existing Aviat network equipment.

C. The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. Together with this Agreement, the Consultant will submit and sign the Public Authorities Law forms, which are attached to, and incorporated in, this Agreement as Appendix A.

D. The Consultant shall comply with the provisions set forth in State Finance Law §§ 139(j) and 139 (k). Together with this Agreement, the Consultant will submit and sign Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.

E. The Consultant shall comply with the provisions of the Human Rights Law (Executive Law §290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. Together with this Agreement, the Consultant will submit and sign the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

F. The Consultant 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.

G. The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

H. If the Consultant, 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 Consultant's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

1.03 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Consultant, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York, the County of Erie or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective faces masks, and complying with any testing or vaccination requirements before entering any Authority worksite.

1.04 ***Scope of Service***

A. The Authority owns and operates a multi-transceiver Aviat Eclipse microwave radio system with a single link between two of its facilities located at 3030 Union Road, Cheektowaga (the "Service Center"), and 295 Main Street, Buffalo (the "Ellicott Square Building"). The Authority owns and operates a multi-link system that connects seven of its facilities located at (1) 3750 River Road, Tonawanda ("Van de Water Water Treatment Plant"), (2) 3710 River Road, Tonawanda ("Subcarrier Communications Tower"), (3) 450 Wehrle Drive, Buffalo ("Wehrle Tank"), (4) the Service Center, (5) 6007 Lake Avenue, Orchard Park ("Windom Tank"), (6) 2644 Pleasant Avenue, Hamburg ("Crown Castle Tower"), and (7) 722 Sturgeon Point Road, Derby ("Sturgeon Point Water Treatment Plant"). The microwave system, consisting of both the single link system and the multi-link system, connect the locations with high-speed Ethernet connections via multiple 11 GHz transceivers that are used for voice and data communications (the "Microwave System").

B. The Consultant agrees to maintain, repair, and make adjustments, which are required to maintain optimum overall system performance of the Microwave System, including any firmware and software updates. The Consultant agrees to service the microwave radios and related equipment located at the Service Center, the Ellicott Square Building, the Van de Water Water Treatment Plant, the Subcarrier Communications Tower, the Wehrle Tank, the Windom Tank, the Crown Castle Tower, and the Sturgeon Point Water Treatment Plant.

C. The Consultant agrees to service the following equipment:

1. Single Link System:

EQUIPMENT LIST DESCRIPTION		TOTAL QTY	SERVICE CTR QTY	ELLICOTT SQ QTY
TRANSMISSION EQUIPMENT				
Eclipse products				
Eclipse IRU 600 2+0/2+0 11 GHz w/INUe		2	1.00	1.00
IRU600 Rfsection Assembled 2+0 1 Ant TxTxrxrx Main 3RU, High Power / High Power, 11Ghz	EV104-HB-HB-000	4	2.00	2.00

EQUIPMENT LIST		TOTAL	SERVICE CTR	ELLICOTT SQ
DESCRIPTION		QTY	QTY	QTY
Ext Brkt Kit IRU600 2 Shelf	179-530089-001	2	1.00	1.00
Wg Ext Kit 11Ghz 2Nd Shlf 2+0/Fd	179-530090-0225	2	1.00	1.00
RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	8	4.00	4.00
Eclipse, intelligent Node Unit, 2RU Ext, incl. IDCe, Fan 2RU, NCCv2	EXX-000-202	2	1.00	1.00
DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	4	2.00	2.00
Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in Module (LS38-C3S-TC-N)	EXG-261-SFP-GE-O	4	2.0	2.0
Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	4	2.0	2.0
Auxiliary & Alarm 1/O Option Card	EXA-001	2	1.00	2.00
Node Protection Card	EXS-001	2	1.00	2.00
Node SW License, 1.2 Gbps total Radio Payload Capacity	EZE-08008	2	1.00	1.00
Layer 1 Link Aggregation On DAC Ge	EZF-01	4	2.00	1.00
				1.00
ANTENNA SYSTEMS				2.00
Antennas and Waveguides				
Automatic Dehydrator, 2.0-5.0 Psig, 115/230 Vac, 50/60 Hz, 19" Rack Mount	MT050A-81015	1		1.0
ADDITIONAL EQUIPMENT				
48 V DC POWER SYSTEM fp2+24/150 2ac 2b2l gmt lvbd	272574/241115.105/236	2	1.00	1.0
BATTERY STRING	PRC1235	1		1.0

2. Multi-Link System:

EQUIPMENT LIST		Total	VDW	Sub.C	Werhle	Srv Ctr	Windom	Cr Ctl	STP
DESCRIPTION		QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
TRANSMISSION EQUIPMENT									
Eclipse Products									
IRU600 V3 RFSEC ASSY 2+0 1 ANT MAIN, 2RU, EHP, 11/11 GHZ	EV104-EB-EB-300	10		1	2	2	2	2	1
IRU600 V3 RFSEC ASSY 2+0 1 ANT MAIN, 2RU, 11/11 GHZ, MAX 80MHz	EV104-MB-MB-388	2	1	1					
WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA121	6	1		1	1	1	1	1
WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 2+0/FD, RPTR (RPTR)	179-530135-AA122	5		1	1	1	1	1	
WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 2+0/FD, RPTR (RPTR)	179-530135-BB222	1		1					
EXT BRKT KIT IRU600 2 SHELF (179-530089-001_REV002)	179-530089-001	1		1					
EXT BRKT KIT IRU600 3 SHELF (179-530089-002_REV002)	179-530089-002	1		1					

EQUIPMENT LIST		Total	VDW	Sub.C	Werhle	Srv Ctr	Windom	Cr Ctl	STP
DESCRIPTION		QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	EXX-000-204	7	1	1	1	1	1	1	1
KIT BRACKET 2RU	179-530064-001	7	1	1	1	1	1	1	1
AUX, ALARM I/O CARD	EXA-001	7	1	1	1	1	1	1	1
NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	7	1	1	1	1	1	1	1
RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	24	2	4	4	4	4	4	2
DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	14	2	2	2	2	2	2	2
NODE SW LICENSE, 800 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08007	2	1						1
NODE SW LICENSE, 1.2 Gbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08008	5		1	1	1	1	1	
ADAPTIVE MODULATION NODAL RAC60/6X/60E/6XE	EZF-02	2	1						1
LAYER 1 LINK AGGREGATION NODAL ON DAC GE / DAC GE3	EZF-01	7	1	1	1	1	1	1	1
CABLE PROT / BRIDGEING GE3, DIRECT FIT, 500mm	037-579461-500	7	1	1	1	1	1	1	1
CABLE, ALARM I/O HD15 TO WIREWRAP, 15M	037-579470-015	7	1	1	1	1	1	1	1
XCVR ELECTRICAL GIGE SFP W/LOS 3V3 COM (ABCU-5700RZ)	083-845434-001	14	2	2	2	2	2	2	2
Network Management System									
ProVision NMS - for Eclipse MW Network: Dual/Redundant Servers									
PROVISION SOLUTION PACK - 50 NODES	614-225061-002	1							
STANDBY SERVER - PV SOLUTION PACK - 100 NODES	614-625012-001	1							
Waveguide Pressurization System									
DEHYDRATOR,8 CFH,3PSI,120/240V,50/60HZ (MT050C)	AND-MT050C	7	1	1	1	1	1	1	1

EQUIPMENT LIST		Total	VDW	Sub.C	Werhle	Srv Ctr	Windom	Cr Ctl	STP
DESCRIPTION		QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
DISTRIBUTION MANIFOLD 4 PORT, WALL MNTBL, 0-15.0 PSIG, 25FT TUBING PER PORT (6600D-4)	AND-6600D-4	7	1	1	1	1	1	1	1
48VDC Power Plant									
DC SYS FP2-48/150A 2B 4L LVBD 2AC (225840)	LOC-225840	7	1	1	1	1	1	1	1
FP2 HE RECTIFIER 2000W 48V, 85-300 VAC INPUT RANGE (241115.105)	LOC-241115.105	14	2	2	2	2	2	2	2
BLIND PNL FP2 HE BLK G1 (236408)	LOC-236408	14	2	2	2	2	2	2	2
LINE CORD, 10 FT, 12AWG, UU (STRIP) TO UU (LU1012-UU)	LOC-LU1012-UU	14	2	2	2	2	2	2	2
48V 125AH 12V125F ENERSYS BATT SET, 19" (502877)	LOC-502877	2		1	1				
BREAKER, 50 AMP, 1 POSITION AUX 5/16 BULLET (502660)	ELT-502660	14	2	2	2	2	2	2	2
ELT-BATT DCONN BRKR 100A (502666)	LOC-502666	4		1	1			1	1
KIT CABLE BATTERY 100A (259576)	LOC-259576	4		1	1			1	1

D. ***Place of Service:*** The Consultant agrees that all equipment will be serviced at its location. If servicing requires removal of the equipment to Consultant's shop, the Consultant shall provide, through the original equipment manufacturer, exchange assemblies to facilitate the repair of defective assemblies.

E. ***Standard of Service:*** The Consultant agrees that all service and adjustments shall restore the equipment to original manufacturer's operating levels as follows:

1. Standard Coverage: The Consultant agees to provide maintenance seven (7) days per week, twenty-four (24) hours a day.

2. Response Time:

   a. The Consultant agrees to provide a telephone response from a service engineer within one (1) hour from the time the Authority reports a problem to determine the nature of the problem.

   b. The Consultant agrees that, following verification of the problem via telephone, a service engineer will respond with a site visits within four (4) hours for a major (service

interrupting) problem or within twenty-four (24) hours for a minor (non-service interrupting) problem.

3. Spare Part Support: The Consultant agrees to be responsible for all repair/replacements costs required to maintain the customer's spare part inventory for the Microwave System, which consists of the following:

a. Single Link System:

Description	Part Number	Quantity
Rfu, Hp, IRU600, 11 Ghz Lb, 10700-11200 Mhz	ERH-111-001	1
Rfu, Hp, IRU600, 11 Ghz Hb, 11200-11700 Mhz	ERH-112-001	1
Auxiliary & Alarm 1/O Option Card	EXA-001	1
Fan Card Mk2	EXF-002	1
INUe, 2RU Fan Card	EXF-101	1
Node Controller Card, Serial Mgmt, Version 2	EXN-002	1
DAC Ge, Gigabit Ethernet V2	EXD-180-002	1
RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	1
Node Protection Card	EXS-001	1
DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	1
Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in MODUle (LS38-C3S-TC-N)	EXG-261-SFP-GE-O	1
Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	1
Rectifier Module, HE	241115.105	1

b. Multi Link:

Description	Part Number	Quantity
RFU, EHP, IRU600v4 IF TR, 11 GHz, 10700-11700 MHz	ERE-ABB-400	1
Rectifier Module, FLATPACK2 High Efficiency, 2000 Watts, -48 VDC Output, 85-300 VAC Input Range	ELT-241115.105	2
FLATPACK2 Power System, Rear Wire, 168 Amp Max, -48 VDC Output, 150 Amp, 19", 2 RU, Mid Mount, Dual AC Feeds	ELT-225840	1

Description	Part Number	Quantity
Eclipse, Intelligent Node Unit 2RU, INC IDCE, Fan, NCCV2, High Output	EXX-000-204	1
Aux, Alarm I/O Card	EXA-001	1
Node Protection Card, High Output	EXS-002	1
RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	1
DAC GE3 Gigabit Ethernet Switch Card	EXD-181-002	1
RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10500-11700 MHz	ERM-ACC-400	1
WG Ext Kit IRU600 V3 11GHz SH3-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC221	1

c. The Consultant agrees to maintain an inventory of the spare parts set forth in subparagraphs a and b above at its facility.

F. The Consultant agrees to to test and support the wireless network. The Consultant agrees it minimally maintains the following test equipment:

1. Path Alignment Equipment, including XL Microwave, Model 2200 or equivalent.
2. RF Test Equipment:

    a. Hewlett Packard, counter/power meter, Model 5348A or equivalent.

    b. Hewlett Packard, Hi power sensor, Model 8485A or equivalent.

    c. Hewlett Packard, Low power sensor, Model 8485D or equivalent.

    d. Hewlett Packard, 70 db step attenuator, Model 8495B #1 or equivalent.

    e. Hewlett Packard, 11 db step attenuator, Model 8494B #1 or equivalent.

    f. Antritsu 3-20 g Sweep analyzer, Model S820D or equivalent.

3. Packet (Traffic Generator) testing equipment for the monitoring of Ethernet Traffic Throughput including:

    a. JDSU/Viavi 1Gb Ethernet/DS-1 Bert/throughput tester.

b. Performance Monitor with 10/100 Ethernet modules.

G. ***Planned Maintenance:*** The Consultant agrees to perform two (2) complete system checkups per year. Prior to the system checkup, the Consultant agrees to supply the Authority with a checklist of tasks to be for each checkup. The Authority must approve the checklist prior to the Consultant starting the planned maintenance work.

H. ***FCC License Maintenance:*** The Consultant agrees to assist with managing the FCC Licensing for the microwave equipment and towers via the Universal Licensing System (ULS).Consultant also agrees to perform any registrations of physical towers as required via Antenna Structure Registration (ASR) process.

1. Frequency Coordination: The Consultant agrees to coordinate frequencies for microwave path.

2. FCC Application: The Consultant agrees to prepare FCC License application and to gather required documents including, but not limited to path survey, equipment specifications, andsite location.

3. Submission of Application: The Consultant agrees to assist the Authority with filing the application online through the FCC's ULS portal.

4. Processing & License Grant: The Consultant agrees to review and assist with application process and track status, and to provide updates to the Authority throughout the process.

5. Compliance and Maintenance: The Consultant agrees to assist with renewing, modifying, or transferring licenses as needed. The Consultant shall report changes to the Authority promptly.

I. ***Additional Work:***

1. At the request of the Authority's Director of Cybersecurity and Information Technology, the Consultant agrees to provide additional services as requested.

2. Services provided as additional work will include service related to the following events, provided that the Consultant notifies the Customer in writing that one of the below conditions exists and obtains the written approve of the Authority's Secretary or Director of Cybersecurity and Information Technology to commence the repair:

a. The Authority's failure to follow the Consultant's maintenance, installation and operation instructions for the Microwave System.

b. Theft.

c. Acts of God or force majeure including natural disasters such as flood, fire, earthquake, or lightning.

d. Strikes, riots, vandalism, acts of war or terrorism, irresponsible or accidental acts of others.

e. Any services necessitated by repairs, changes, modifications, maintenance, relocation or installation by other than the Consultant's personnel or without Consultant's supervision.

f. Electrical damage, accident, fire or water damage, air conditioning failure, humidity control failure, a corrosive atmosphere harmful to electronic circuitry.

g. Equipment maintained by someone other than Consultant or service calls necessitated from such equipment.

h. Damage during transportation by the Authority.

i. Failure by the Authority to maintain the environmental and other site specifications recommended by Consultant or equipment manufacturers provided that Consultant has delivered written environmental and other site specifications to the Authority within a reasonable time after execution of this Agreement.

j. Any interruption in maintenance service provided by Consultant and resulting inspections.

k. Any cause other than the Authority's ordinary and proper use of the Microwave System.

3. Services provided as additional work may include maintenance or repairs to equipment and/or parts not listed under § 1.04, paragraph C of this Agreement. Any maintenance Transwave elects to perform on non-Transwave peripheral equipment is subject to availability of parts and other resources.

4. Before additional work on this paragraph H commences, the Consultant may be required to provide an additional scope of work and estimated cost. No work should proceed until the Authority's Secretary and Director of Cybersecurity and Information Technology have reviewed and approved the scope of work.

J. Prior to acceptance of this Agreement, Consultant reserves the right for a period of five (5) days following the Authority's acceptance to inspect any system that has not been serviced under a maintenance plan or warranty by Consultant immediately

prior to the Effective Date of this Agreement and to require that a non-conforming system meet the Consultant's specifications at the Authority's expense.

K. The Authority agreed to not allow anyone access to the internal components of the Microwave System, including network equipment and cabling, unless the Consultant provides written permission. If the Authority breaches this convenant, the Consultant may, at its option, declare in writing the Agreement is in default.

L. ***Security:*** The Consultant represents and warrants that it will employ security measures for the Authority's information and systems that equal or exceed its own internal security measures for Consultant's own information and systems. The Consultant represents and warrants that its cybersecurity practices follow a risk-based compliance framework (i.e., NIST Cybersecurity Framework, ISO cybersecurity standards, or CIS Critical Security Controls). The Consultant agrees to provide documentation of its information security programs to the Authority upon request.

M. ***Parts and Materials:***

1. The Consultant agrees to provide Aviat Eclipse products or equivalent repair parts for all parts which fail to operate as a result of age or normal wear and usage, which are not included in the spare part inventory in paragraph E, subparagraph 3 of this § 1.04.

2. All parts and materials under this Agreement shall be new and unused.

3. All replaced parts and materials shall be removed from the work site and disposed of using proper disposal methods.

ARTICLE 2 - COMPENSATION

2.01 The Consultant agrees to accept an annual lump sum payment for maintenance services described under §1.04 paragraphs A through H. The Authority shall pay the Consultant a lump sum which will include all expense, labor and costs associated with this service. The Consultant shall invoice the Authority on the first day of the year for each year under this Agreement. The lump sum cost shall not include service for failures or issues arising out of Acts of God, damage due to extreme weather events, negligence or vandalism.

2.02 ***Additional Services:*** For services described in § 1.04, paragraph I of this Agreement, the Authority shall pay the Consultant at the payable hourly rates listed under § 2.03, paragraph B, and non-direct salary expenses. Consultant's overtime will be paid at the overtime hourly rates as listed under § 2.03, paragraph B.

2.03 ***Cost Schedule:***

A. ***Lump Sum Costs*:**

1. Annual Maintenance Services (2027, 2028, 2029)	$ 53,500.00
2. Annual Maintenance Services (2030, 2031)	$ 57,000.00

B. ***Additional Services:***

1. Engineering Hourly Rate:	$230.00
2. Technical Hourly Rate:	$175.00
3. Installation Hourly Rate:	$130.00
4. Tower Hourly Rate:	$185.00

ADDITIONAL SERVICES TOTAL NOT TO EXCEED: $15,000.00

C. ***Parts and Materials:*** Parts and materials other than those identified in § 1.04, paragraph E, will be paid for by the Authority. Prior written notification to and approval from the Authority's Secretary is required. Profit and overhead charged on parts and materials may not exceed 15% of the actual costs plus shipping charges. The Consultant shall provide copies of all parts and material invoices with their bills.

D. Any apparatus required to repair and maintain the Microwave System (i.e., lifts, etc.) will be billed in addition to the lump sum costs set forth in paragraph A of this § 2.03 and will be provided based on current availability of such apparatus. The Consultant shall receive prior written approval from the Authority's Secretary for use of any such apparatus. Profit and overhead charged on such an apparatus may not exceed 15% of the actual costs. The Consultant shall provide copies of all invoices for use of any apparatus with their bills.

E. ***Other Costs:*** The Consultant shall seek pre-approval from the Secretary and the Chief Financial Officer for disbursements or expenses expected to exceed $500.00. Expenses will be reimbursed upon presentation of paid receipts.

2.04 Upon receipt of properly submitted invoice, the Authority will remit payment within 45 calendar days.

2.05 ***Audit***: The Authority reserves the right to audit the Consultant's records to verify bills submitted and representations made. For this purpose, the Consultant 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 Consultant's final bill to complete its audit. If the audit establishes an overcharge, the Consultant agrees to refund the excess.

ARTICLE 3 – GENERAL PROVISIONS

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

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

3.03 ***Right to Terminate*:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days' written notice. The Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs. If the Authority terminates the services during an annual service period, there shall be no refund of the annual lump sum payment already made to the Consultant.

3.04 ***Indemnification*:**

A. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Consultant's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Consultant is legally liable.

B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third-party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

3.05 ***Confidential Information*:**

A. To assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.

B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.

C. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.

D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.

E. The Authority and the Consultant both agree that neither party shall disclose, in whole or in part, by any means whatsoever, any Proprietary Information provided by the disclosing party to any third party without the express prior written consent of the disclosing party. The receiving party shall not alter, modify, decompile, disassemble, reverse engineer, or create derivative works from the disclosing party's Proprietary Information. The receiving party shall use Proprietary Information of the disclosing party only for the limited purpose of in relation to services provided under this Agreement and not for any other purpose. Proprietary Information shall include, but is not limited to, specifications, frameworks, outlines, designs, process information, technical data, marketing and business plans, customers/client names/data, product road maps, pricing, toolkits, software, and/or intellectual property that the disclosing party considers to be protected by applicable laws.

F. The terms of this paragraph shall be binding during and following the termination of this Agreement.

3.07 ***Insurance***:

A. The Consultant agrees to 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 B.

B. The Consultant agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.

C. The Consultant agrees to provide Certificates of Insurance certifying the coverage required by this provision.

D. The Consultant agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority requires the name of the employee, the employee's phone number and email address.

E. The Consultant agrees to require all direct or indirect subcontractors to procure and maintain insurance in accordance with the Insurance Requirements, as set forth in the Addendum Agreement, attached as Appendix B-2.

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

3.09 ***Conflicts of Interest*****:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Consultant. So long as the Consultant reports such a conflict as required by this section, the Consultant will have no further obligations for completing the scope of services under the terms of this Agreement.

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

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

3.12 ***Independent Status***:

A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set

forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 2.

C. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

D. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

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

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

3.15 ***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 4 – SEVERABILITY

4.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 5 – DURATION

5.01 All services to be provided under this Agreement shall be provided over a three-year period from January 1, 2027 through December 31, 2029 with two potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms.

5.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Service Provider in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By_____
Jerome D. Schad, Chair

TRANSWAVE COMMUNICATIONS SYSTEMS, INC.

By_____
Martin L. Renzoni, Chairman

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of November, in the year 2026, 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 NEW YORK)
COUNTY OF ERIE) ss:

On the _____day of November, in the year 2026, before me personally came Martin L. Renzoni, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Chairman 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

REQUIRED FORMS

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.
A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

_____
(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

_____
(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

§2878. STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS TO PUBLIC AUTHORITY.

(1) Every bid or proposal hereafter made to a public authority or to any official of any public authority created by the state or any political subdivision, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that to the best of his knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

_____
(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

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: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

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: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

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:

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____

Date: _____

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: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

_____

_____

_____

_____

_____

(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): No Yes

6. If yes, please provide details below.
   Governmental Entity: _____

   Date of Termination or Withholding of Contract: _____

   Basis of Termination or Withholding:
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   (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: _____
Signature

Name: _____

Title: _____

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: _____ Date: _____

Name: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

_____

INSURANCE REQUIREMENTS

MICROWAVE RADIO MAINTENANCE SERVICES
Project No. 202700010

Insurance specs:

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.

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
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. Automobile Liability:
- $1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:
- $5,000,000. Each Occurrence
- $5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured

f. Technology Professional Liability (Including Cyber Liability*)

- $5,000,000. Per Claim
- $5,000,000. Aggregate

*Note: Requirement can be met through a single policy separate policies for both coverages

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.

APPENDIX B-2

[THIS FORM IS INTENDED TO BE USED AS AN EXHIBIT OR ADDENDUM TO ANY SUBCONTRACT—IT SHOULD NOT BE USED BY ITSELF AS A SOLE CONTRACT DOCUMENT]

ADDENDUM AGREEMENT

This Addendum to the Agreement ("Addendum Agreement") between **[Insert name of Upstream Contractor or Upstream Subcontractor]** (hereinafter referenced as "Contractor") and **[Insert name of Downstream Subcontractor]** (hereinafter referenced as "Subcontractor") is being entered into by the parties for any and all work done for, with, or on behalf of **the Erie County Water Authority** (hereinafter the "Authority") under the Primary Contract No. TCS-004, Project No. 202200015**, Microwave Maintenance Services** with **Transwave Communication Systems, Inc.,** a copy of which may be obtained from **Transwave Communications Systems, Inc., 9020 Wehrle Drive, Clarence, New York 14031.**

In accordance with the terms and conditions of the Primary Contract No. TCS-004 entered into with the Erie County Water Authority, an **ACORD25-Certificate of Liability Insurance** and **ACORD 855 NY-NY Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing the Authority as Certificate Holder and additional insured. You should share these requirements with your current insurance agent, broker or insurance company.

Insurance Requirements

Prior to the commencement of any work designated in any contract or agreement to which this Addendum Agreement is attached, and until at least the final completion and acceptance of the work under the contract or agreement to which this Addendum Agreement is attached, the Subcontractor, at its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Authority certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Authority of the Subcontractor's obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed after the issuance of the certificate of insurance required by this Addendum Agreement.

A. Worker's Compensation, Occupational Disease & Employer's Liability Insurance:

Worker's Compensation, Occupational Disease & Employer's Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker's Compensation & Occupational Disease: Statutory

Employer's Liability: $1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Worker's Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity; and provide for a "Waiver of Subrogation" endorsement in favor of the Owner/Contractor.

Any Contractor/Subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

B. <u>Commercial General Liability</u>:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury-	$1,000,000.00
General Aggregate & Products/Completed Operations Aggregate-	$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property-	$100,000.00
Medical Payment (per-person)	$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an "insured contract" as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.

2. Products/Completed Operations liability for a period of three years after acceptance of the work.

3. A per project aggregate of $ 2,000,000.00.

4. A "Waiver of Subrogation" Endorsement in favor of the Owner/Contractor.

5. Exterior Insulation Finish System ("EFIS") coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.

6. **The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum**

Agreement or in any contract or agreement to which this Addendum Agreement is attached.

7. The insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of "A-" or better, or otherwise specifically approved by the Owner.

The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for ongoing operations; and CG 2037 04 13 (or its equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Subcontractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of $1,000,000.00 per accident. The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non- contributory basis. A "Waiver of Subrogation" in favor of the Authority must be included.

D. Commercial Umbrella/Excess Liability Insurance:

Commercial Umbrella/Excess Liability Insurance with limits of $5,000,000.00 per occurrence and a $5,000,000.00 aggregate. The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Authority must be included.

E. Builder's Risk/Installation Floater:

"All Risk" Property Insurance coverage afforded by a Builder's Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Subcontractor and intended to become a permanent part of the construction, whether stored on the premises, away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A "Waiver of Subrogation" in favor of the Authority must be included.

F. Owned and/or Rented Tools or Equipment:

Property insurance covering all owned, rented, leased and/or borrowed tools or

equipment of the Subcontractor or used by the Subcontractor in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A "Waiver of Subrogation" in favor of the Authority must be included.

JOB-SITE SAFETY:

The Authority makes no representation with respect to the physical conditions or safety of the Project Site. The Subcontractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Subcontractor's work and others affected by the Subcontractor's work is the responsibility of the Subcontractor. Subcontractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

For purposes of this Addendum Agreement, "Project Site" means the entire construction site or the various separately identifiable part of the site described in any contract or agreement to which the Addendum Agreement is attached, and as described in the Primary Contract with the Authority.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the Authority by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor (including any of the Subcontractor's subcontractors) or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS / INDEMNIFICATION:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Authority and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (hereinafter referenced as "Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Authority) arising out of or resulting from, or alleged to arise out of or result from, the Subcontractor's work (including the work by any of the Subcontractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

MISCELLANEOUS:

If any term or provision of this Addendum Agreement conflicts with or is otherwise

inconsistent with any term or provision in the Primary Contract or any prior written agreement entered between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties and approved in writing by the Authority. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby, and each provision of this Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Insert name of Upstream Contractor or Upstream Subcontractor]	**[Insert name of Downstream Subcontractor]**
[Name of Representative]	[Insert Name by Representative]
(Print name and title)	(Print name and title)
Date:	Date:

AVIAT NETWORKS
200 Parker Drive, Suite C100A
Austin, TX 78728
Phone: 512-827-0350
WWW.AVIATNETWORKS.COM

March 4th, 2026

Mr. Martin Renzoni
Chairman
Transwave Communications Systems, Inc.
9020 Wehrle Drive
Buffalo, NY 14031

RE: Transwave Communications - Aviat Networks Authorized Reseller

This letter herby notifies to anyone of concern that Transwave Communications Systems, Inc. located on 9020 Wehrle Drive, Buffalo, New York is the only authorized reseller located in Western NY State. As such Transwave Communications is authorized to sell and service Aviat Networks Products. Aviat Networks will also honor our two year warranty commitments to any entity purchasing Aviat Networks Radios through Transwave Communications.

Please feel free to call my office at 603-362-4122 should you have any questions or require any additional information.

Sincerely,



Bob Brown
Territory Manager
Aviat Networks, Inc.
PO Box 910
Atkinson, NH 03811

DESIGNED•BUILT
SUPPORTED•IN THE USA