

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

Contract: _____ **Project No.:** 202000010
Project Description: Furnish and Deliver Distribution System Pressure Monitoring Sensors.

Item Description:

- | | | | |
|--|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input checked="" type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input checked="" type="checkbox"/> Legal Approval |
| <input checked="" type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

| | | |
|--|-----------------------------------|------------------|
| <input checked="" type="checkbox"/> Sr. Production Engineer | <u><i>Michael D'Amico</i></u> | Date: 6/24/2020 |
| <input checked="" type="checkbox"/> Chief Operating Officer | <u><i>Russell J. Stets</i></u> | Date: 6/24/2020 |
| <input checked="" type="checkbox"/> Executive Engineer | <u><i>Jeanne F. Malick</i></u> | Date: 06/24/2020 |
| <input checked="" type="checkbox"/> Director of Administration | <u><i>Rebecca Lester</i></u> | Date: 06/24/2020 |
| <input checked="" type="checkbox"/> Risk Manager | <u><i>Molly J. Musarra</i></u> | Date: 06/24/2020 |
| <input checked="" type="checkbox"/> Chief Financial Officer | <u><i>Karen A. Brindagast</i></u> | Date: 06/24/2020 |
| <input checked="" type="checkbox"/> Legal | <u><i>Margaret A. Murphy</i></u> | Date: 06/24/2020 |

APPROVED FOR BOARD RESOLUTION:

| | | |
|--|---------------------------|------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u><i>[Signature]</i></u> | Date: 06/24/2020 |
|--|---------------------------|------------------|

Remarks: Unit price contract.

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 24, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer *CJJ*

Subject: Furnish and Deliver Distribution System Pressure Monitoring System
ECWA Project No. 202000010

On Tuesday, May 19, 2020, the Authority received three (3) bids for the above referenced contract. The bids have been reviewed, a mathematical check has been performed, and the low bidder is Ti-Sales, Inc.

We have reviewed the references of Ti-Sales, Inc. and they appear as a competent contractor who has been parts or equipment supplier for various contracts with the Authority performing the work in an acceptable and competent manner. They have good understanding of the scope and requirements for this contract.

WMBE requirements were not applicable to this contract. Insurance was provided and approved by ECWA's Claims Representative/Risk Manager.

We, therefore, recommend award of the above referenced contract to Ti-Sales, Inc. in the amount of \$31,995.00.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of Contract for execution by Authority's Chairman.

CJJ:jmf

Attachments

cc: R.Stoll

L.Kowalski

M.Wymer

L.Lester

ECWA-223-2001-X-12

**ERIE COUNTY WATER AUTHORITY
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: _____ Project No.: 202000010
Project Description: Furnish and Deliver Distribution System Pressure Monitoring Sensors.

CONTRACT AWARD

Contractor/Supplier: Ti-Sales, Inc.
Award Amount: \$31,995.80

BID SUMMARY

Date Advertised for Bids: 04/28/2020

Date of Bid Opening: 05/19/2020

Bidder

Total Bid Amount

Ti-Sales, Inc.

\$31,995.80

Plant IQ, LLC

1. Option: Signal Fire Ranger

\$40,500.00

2. Option: Industrial Control Links SCADA

\$56,300.00

Trimble, Inc.

1. Primary Bid

\$40,970.40

2. Optional Proposed Equipment RU-32iMA

\$52,970.40

3. Optional Proposed Equipment PR-32A

\$36,410.40

Attachments: ☒ Bid Tabulation

☐ Consultant's Recommendation

BUDGET

| | | | |
|----------------------------------|---|-----------------|------------------------|
| <input type="checkbox"/> Capital | <input checked="" type="checkbox"/> O & M | Unit No.: _____ | Budget Item No.: _____ |
| <input type="checkbox"/> Capital | <input type="checkbox"/> O & M | Unit No.: _____ | Budget Item No.: _____ |
| <input type="checkbox"/> Capital | <input type="checkbox"/> O & M | Unit No.: _____ | Budget Item No.: _____ |
| <input type="checkbox"/> Capital | <input type="checkbox"/> O & M | Unit No.: _____ | Budget Item No.: _____ |

APPROVALS (Select applicable)

☒ WMBE APPROVAL
Affirmative Action Officer

Laronya Lester

Date: 6/9/2020

☐ NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL
Coordinator of Employee Relations _____ X

Date _____

Remarks: Unit price contract.

**CONTRACT FOR DISTRIBUTION
SYSTEM PRESSURE MONITORING SENSORS**

This Agreement, effective July 2, 2020 (“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

TI-SALES, INC.

36 Hudson Road
Sudbury, Massachusetts 01776

hereinafter referred to as the “Supplier.”

The Authority and Supplier enter into this Agreement relating to the installation and monitoring of pressure monitoring sensors within the Authority distribution system, including an annual service plan for such systems, upon the terms and conditions stated in this Agreement

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier shall furnish and deliver twenty (20) Distribution System Pressure Monitoring Sensors as manufactured by Ayyeka and marketed as the Wavelet V2 IIoT Edge Device, including twenty (20) pressure sensors and twenty (20) antennae (collectively, the “Pressure Monitoring Devices”), monitored by a cloud-based systems (“Pressure Monitoring System”) licensed to the Authority subject to annual licensing fee.

1.02 The Supplier shall furnish and deliver the Pressure Monitoring Devices upon the following terms and conditions:

- A. All pressure sensors and motor antennae shall be delivered to the Authority’s Service Center located at 3030 Union Road, Buffalo New York prior to **August 28, 2020**.
- B. In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

- C. Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.

1.03 The Supplier will be responsible for setting up and testing of the Pressure Monitoring Devices and agree to perform the following services as part of its cost for supplying and delivering the Pressure Monitoring Devices:

- A. Eight (8) hours of user training for Authority personnel on equipment, set-up, operation, and calibration to be completed in one business day;
- B. Eight (8) hours with a Supplier's factory service representative to assist the Authority personnel in placing systems in trouble free, automatic operation, to be completed in one business day; and
- C. Eight (8) hours with a Supplier's factory service representative to provide trouble shooting assistance to support Authority personnel, provided on annual basis as part of the licensing agreement for the Pressure Monitoring System.
- D. Services provided under paragraphs A, B, and C of this section should be performed onsite at one of the Authority worksites.

1.04 The Supplier will provide the Authority access and license to use the Pressure Monitoring System, subject to an annual licensing fee payable to the Supplier.

- A. The licensing period for the Pressure Monitoring System Service Plan shall commence on the date of delivery of the Pressure Monitoring Devices.
- B. The licensing fee for the Pressure Monitoring System shall include all costs and expenses for the following features:
 - (1) a cellular data plan;
 - (2) two-way cyber-secure communication;
 - (3) private cloud data storage;
 - (4) Supplier's data platform and fleet management, unlimited number of seats;
 - (5) automatic remove device configuration and firmware updates over-the air;
 - (6) REST API and CSV generator agent for third party software integration;
 - (7) auto email alarm threshold alerts (no limit of users);
 - (8) auto SMS threshold alerts (no limit of users);
 - (9) device diagnostics and battery life indicator and alerts;
 - (10) mobile phone application for iOS and Android to assist with field installation, maintenance and out-of-band diagnostics; and
 - (11) web and email customer support.

ARTICLE 2 – COMPLIANCE

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

2.02 The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York.

2.03 In response to the Authority's Invitation to Bid, the Supplier 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 A.

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

2.05 The Supplier shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Supplier submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

2.06 The Supplier 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.

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

ARTICLE 3 – PRICING & DELIVERY SCHEDULE

3.01 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. The Authority requires and the Supplier agrees all freight, cartage, rigging, postage or other transportation charges shall be paid by the Supplier and not charged to the Authority.

3.02 The Supplier agrees the unit price for materials and supplies under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

3.03 The Supplier guarantees to the Authority the price offered for materials and supplies or any licensing agreement will be no higher than those offered to any other governmental or commercial consumer.

- A. If the Supplier has a New York State or a Federal GSA contract for any of the items covered under this Agreement or any similar items, the Supplier shall supply such items, if acceptable to the Authority, when the price for such item is no higher than the quoted price in this Agreement.
- B. If the Supplier offers any CASH discount, the Suppliers agree to invoice the Authority for a price not higher than offered under the CASH discount.

3.04 The Supplier's failure to timely delivery the Pressure Monitoring Devices shall constitute a material breach of this Agreement for which the Authority may declared the Agreement to be void and terminated.

3.05 The Authority is exempt from taxation. The Suppliers 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 FOR MATERIALS AND SUPPLIES AND SERVICE PLAN

4.01 The Supplier agrees to accept a unit price and total payment as set forth below for furnishing and delivering the following materials and supplies:

| Item No. | Quantity | U/M | Catalog No./Description | Unit Price | Total Price |
|----------|----------|-----|-----------------------------|------------|-------------|
| 1 | 20 | Ea. | Pressure Monitoring Sensors | \$1,279.79 | \$25,595.80 |
| 2 | 20 | Ea. | Antennae | \$70.00 | \$1,400.00 |

4.02 The Payment above includes all freight, cartage, rigging, postage or other transportation charges. No additional charges for delivery may be added to the Payment.

4.03 The Supplier agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

4.04 The Authority agrees to pay the Supplier an annual licensing fee for 20 Pressure Monitoring Devices of \$5,000.

ARTICLE 5 – GENERAL PROVISIONS

5.01 **Subcontract and Assignments:** The Authority and the Supplier bind themselves and their successors, administrators, agents and assigns to the terms of this Agreement. The Supplier shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 Amendments: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

5.03 Right to Terminate: The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

5.04 Indemnification:

- A. To the fullest extent permitted by law, the Supplier 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 Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier 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.

5.05 Insurance:

- A. The Supplier 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 Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier 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 Warranty: Unless otherwise stated in this Agreement, the Supplier 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 Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

5.07 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 Supplier 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.

5.08 Conflicts of Interest: The Supplier 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 Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier 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 Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

5.09 Additional Conditions: The Supplier and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

5.10 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.

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

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

5.13 Force Majeure: Engineer shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond Engineer'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.

5.14 Gratuities, Illegal or Improper Schemes:

- A. The Supplier 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 Supplier 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 Supplier, the Supplier'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 Supplier 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.

5.15 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 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 – TERMINATION

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

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

TI-SALES, INC.

By _____
Martin Mazzella, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the 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 _____, in the year 2020, before me personally came Martin Mazzella, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the President 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

Bid Documents & Proposal



Erie County Water Authority

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

INVITATION TO BID

BID DESCRIPTION: FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS

PROJECT No.: 202000010

OPENING DATE: Tuesday May 19, 2020 **TIME: 11:30 a.m.**

FOR: Distribution System Pressure Monitoring Sensors

NAME OF BIDDER: Ti - SALES Inc

If you are submitting other Advertisements to Bid, each bid must be enclosed in a separate envelope.

The following EXHIBITS are attached to and made a part of the bid specifications and part of any agreement entered into pursuant to this Advertisement to Bid. If an Exhibit does not have an X on the line preceding it, then the Exhibit is not required for this particular bid.

- | | | |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | EXHIBIT "D" | - Bid Bond |
| <input checked="" type="checkbox"/> | EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <input checked="" type="checkbox"/> | EXHIBIT "I" | - State Finance Law Requirements |
| <input checked="" type="checkbox"/> | EXHIBIT "J" | - Section 139-L of State Finance Law, Statement relating to Sexual Harassment Policy |
| <input type="checkbox"/> | EXHIBIT "P" | - Performance Bond |
| <input checked="" type="checkbox"/> | APPENDIX "A" | - Women and Minority Business Enterprise Policy |
| <input checked="" type="checkbox"/> | APPENDIX "B" | - Insurance Requirements |
| <input type="checkbox"/> | APPENDIX "C" | - Prevailing Wage Rate Schedule |

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. to FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS.

Bids will be received by the Erie County Water Authority until 11:30 a.m. prevailing time, on Tuesday, May 19, 2020 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, and then at that time and place will be publicly opened and read. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED - ECWA FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS". Failure to follow the above instructions could result in rejection of the bid.

Beginning at 9:00 a.m., on Tuesday, April 28, 2020, the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 5:00 p.m.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Clayton J. Johnson, PE, Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8218.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the bid chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIECOUNTY WATER AUTHORITY



TERRENCE D. McCRACKEN
Secretary to the Authority

ERIECOUNTY WATER AUTHORITY

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (HEREINAFTER ECWA) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the ECWA after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event of an emergency closing of certain ECWA facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE ECWA shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
5. THE ECWA, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The ECWA does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.
6. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
7. THIS EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE ECWA AND APPROPRIATED THEREFORE, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE ECWA BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

8. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the ECWA to recover damages.
9. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
10. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE ECWA. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
11. NO TAXES ARE TO BE BILLED TO THE ECWA. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The ECWA Purchase Order is an exemption certificate. Any applicable taxes from which the ECWA is not exempt shall be listed separately as cost elements and added into the total net bid.
12. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
13. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The ECWA may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any ECWA official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The ECWA may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the ECWA shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
14. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The ECWA policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the ECWA will take the discount when payment is made. The ECWA will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
15. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
16. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER 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 obligations of BIDDER herein are independent of any other obligations.

17. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
18. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
19. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
20. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the ECWA requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the ECWA. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the ECWA.
21. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the ECWA will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
22. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

BID SPECIFICATIONS/BIDDERS PROPOSAL/CONTRACT

**BID DESCRIPTION: FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE
MONITORING SENSORS**

PROJECT No.: 202000010


Ship to: ERIECOUNTY WATER AUTHORITY
Attention: Clayton J. Johnson, PE, Production Engineer
Address: 3030 Union Road, Cheektowaga, New York 14227

| Item No. | Quantity | U/M | Catalog No./Description | Unit Price | Total Price |
|--------------------------------|----------|-----|--|------------|-------------|
| 1 | 20 | Ea. | Pressure Monitoring System, includes pressure sensor | \$1,279.79 | \$25,595.80 |
| 2 | 20 | Ea. | Antennae | \$70.00 | \$1,400.00 |
| 3 | 1 | LS | Annual Service Plan (for all systems) | \$5,000.00 | \$5,000.00 |
| TOTAL NET BID DELIVERED INSIDE | | | | | \$31,995.80 |

NOTE: Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

The Bidder agrees to supply all material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Bid Specifications.

NAME OF BIDDER: Ti - SALES Inc

AUTHORIZED SIGNATURE:  DATE: 5/19/2020

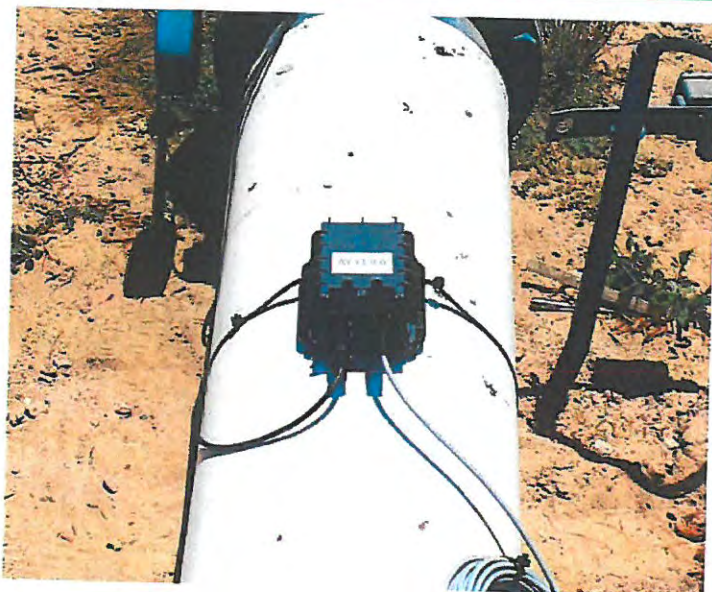
ECWA CHAIR SIGNATURE: _____ DATE: _____



AYYEKA

Wavelet™ V2

Industrial IoT Edge Device



Compatible

Connect any sensor to any software system

Cost-effective

Save time and money with plug-and-play installation

Cybersecure

Encryption, authentication and remote updates

Comprehensive

Encompassing all required equipment and services

DELIVERING DECISIONS FROM FIELD ASSETS DATA

Ayyeka's Wavelet™ is a ruggedized, battery-powered, wireless Industrial Internet of Things (IIoT) edge device. Seamlessly combined with powerful software, the Wavelet™ offers continuous monitoring and situational awareness. Our end-to-end solution helps municipal and industrial operators increase efficiency, reduce downtime and failures, and improve compliance.

The Wavelet™ is designed for compatibility and interoperability to connect decision-makers with their critical assets. The device generates and securely transmits sensor data to a software platform, where it can be managed and integrated into third-party applications, such as SCADA, data analytics, and GIS.

Through the creation and management of data from field assets, Ayyeka's solution transforms and adds intelligence to new and existing infrastructure networks alike.

Data & Software

| | |
|------------------------------|--|
| Data hosting | Cloud or on-premises |
| Cyber-security | TLS 1.2 protocol (AES-256) |
| Software integration | REST API, CSV |
| SCADA integration | CSV, DNP3, OPC-UA |
| IoT software platform | Web-based from desktop, tablet, and mobile |
| AyyekaGo mobile app | iOS, Android |
| Data export options | CSV, FTP |
| Device memory | 8 GB |
| Data communication | Two-way authentication |
| Alarm threshold | Up to 4 per data stream |
| Alert notification | SMS, email, voice |
| System health check | Included |

Power

| | |
|-----------------------------------|--|
| Primary power supply | Internal lithium battery (field-replaceable and non-rechargeable), 3.9 V DC 3A |
| Internal battery capacity | 32Ah |
| Battery life | Up to 5+ years |
| Battery life notifications | Included |
| External power | 6-24VDC automatic power source switching |

Sensors Input

| | |
|--------------------------------|--|
| Sensor ports | 3 ports; supports up to 12 sensors using cable splitters |
| Sensor connection | Wired with M12 connectors |
| Serial interfaces | RS485, RS232, SDI-12 |
| Serial protocols | Modbus RTU, ASCII, custom |
| Serial channels | 16 |
| Analog channels | 4 (4-20 mA, 0-24 V) |
| Digital input channels | 5 dry contact, open drain Pulse counting: up to 2 at 39Hz max pulse frequency |
| Digital output channels | 5 at 0V/2.8V Up to 3 simultaneously |
| Sensor power supply | 350mA, 12V or 3.6V |

Connectivity

| | |
|--------------------------|---|
| Cellular | 4G/3G/2G |
| LPWAN | LoRaWAN |
| SIM card(s) | Dual SIM slots, 3FF Global multi-network SIM(s); data plan included for up to 180+ countries |
| Cellular roaming | Bluetooth Low Energy (BLE), remotely (over-the-air), USB connection |
| Configuration | Periodic, data-dependent |
| Data transmission | External antenna & backup internal antenna |
| Antenna | Included |
| Built-in GPS | |

Mechanical Enclosure

| | |
|-------------------------------|--|
| Dimensions (W x H x D) | 13.2 cm x 16.5 cm x 7.3 cm (5.2 in. x 6.5 in. x 2.9 in.) |
| Weight | 0.9 kg (2.0 lbs) |
| Enclosure material | Polycarbonate with ABS (UL 94V-0 and UV-resistant) |
| Ingress protection | IP 68 / NEMA 6P |
| Operating temperature | -40° to +80°C (-40° to 176°F) |
| Storage temperature | -40° to +80°C (-40° to 176°F) |

Certifications

| | |
|---------------------------|--|
| Safety | EN 61010-1 2010 IEC 61010-1 |
| FCC | FCC Part 15 Subpart B |
| EMC | EN 301 489-1 V2.1.1 2017 EN 301 489-7 V1.3.1 2005 |
| Spurious emissions | EN 301 511 V12.5.1 2017 |
| Radiated emissions | EN 301 908-1 V11.1.1 2016 |
| IP68 / NEMA6P | EN 60529:1992+A2:2013 IEC 60529:1989/AM1:1999 |
| CE | Approved |

¹ Actual battery lifetime depends on sensor power consumption as well as sampling and transmission frequency.

All statements concerning specifications and operating conditions of the Wavelet correspond to the best information available at the time of printing. Subject to change without prior notice.

April 2020 V2 P/N 0100709

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Ti - SALES Inc

ADDRESS OF PRINCIPAL OFFICE: STREET 36 Hudson Road

CITY Sudbury

AREA CODE 800 PHONE 225-4616 STATE MA ZIP 01776

Check one: CORPORATION X PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF Massachusetts

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 04-2374082

Social Security Number: _____

NON-COLLUSIVE BIDDING CERTIFICATIONas mandated by Public Authority Law § 2878

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.

NOTICE

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:Affirmed under penalty of perjury this 19th day May, 2020TERMS Net 30 DELIVERY DATE AT DESTINATION 4 to 6 WeeksFIRM NAME Ti - SALES IncADDRESS 36 Hudson RoadSudbury, MA. ZIP 01776AUTHORIZED SIGNATURE TYPED NAME OF AUTHORIZED SIGNATURE Martin MazzellaTITLE President TELEPHONE No. 800-225-4616

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 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 Requirement 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

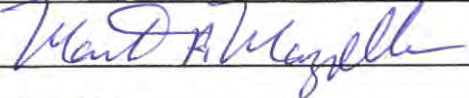
**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

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: Ti - SALES Inc Date: 5/19/2020

Name: 

Title: President

Contractor Name: Ti - SALES Inc

Contractor Address: 36 Hudson Road

Sudbury, MA. 01776

FORM B

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

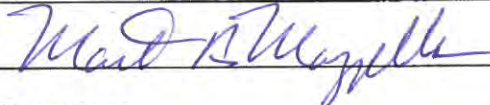
Instructions:

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: Ti - SALES Inc Date: 5/19/2020

Name: 

Title: President

Contractor Name: Ti - SALES Inc

Contractor Address: 36 Hudson Road

Sudbury, MA. 01776

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 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:

Ti Sales Inc

Address: 36 Hudson Road

Sudbury, MA.01776

Name and Title of Person Submitting this Form: Martin Mazzella

President

Contract Procurement Number:

Date: 5/19/2020

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: Martin Mazzella Date: 5/19/2020
Signature

Name: Martin Mazzella

Title: President

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 §§ 139j(1) and 139-k(1).

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 (the "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 (the "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.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h) and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, 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 penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION


- (a) "By submission of this bid/proposal, 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 the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; 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/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

Ti - SALES Inc

(Name of Individual, Partnership or Corporation)

By _____


(Person authorized to sign)

(SEAL)

BID SPECIFICATIONS

BID DESCRIPTION: FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS

PROJECT No. 202000010

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Submittals of Shop Drawings shall be made to the ENGINEER at the address listed below:

Clayton Johnson, Production Engineer
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227
cjohnson@ecwa.org

- B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
 - a. OWNER's Name: _____
 - b. Project Name: _____
 - c. Contract No.: _____
 - d. Transmittal No.: _____
 - e. Section No.: _____
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the ENGINEER and will be returned to the SUPPLIER.

1. SUPPLIER's stamp shall contain the following:

"Project Name: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

I hereby certify that the shop drawing has satisfied Supplier's obligations under the Contract Documents relative to Supplier's review and approval of this submittal.

Approved By (for SUPPLIER): _____"

D. The SUPPLIER shall initially submit to ENGINEER a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of firm or entity that prepared submittal.
 - d. Names of subcontractor, manufacturer, and/or supplier.
 - e. Indication of full or partial submittal.
 - f. Transmittal number numbered consecutively.
 - g. Remarks.

- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. ENGINEER will advise SUPPLIER when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.02 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.03 ENGINEER'S REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed by ENGINEER and will not be recorded in ENGINEER'S submittal log. All hardcopies of such submittals will be returned to SUPPLIER.

B. Submittals, Results of ENGINEER'S Review: Each submittal will be given one of the following dispositions:

1. **Approved:** Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
2. **Approved as Corrected:** Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.
3. **Approved as Corrected – Resubmit:** Upon return of submittal marked "Approved as Corrected – Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to ENGINEER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
4. **Revise and Resubmit:** Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to ENGINEER for approval.
5. **Not Approved:** This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment.

SECTION 2 – REMOTE PRESSURE MONITORING & SENSORS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. This Section includes the provision for furnishing remote monitoring systems and pressure sensors as specified herein.
2. The systems shall include near real-time monitoring and logging capabilities.
3. The systems shall be battery and AC powered to include auto switching from AC to internal battery.
4. The systems shall use cellular technology to allow unmanned monitoring or remote sites. Capable of connecting to Verizon, AT&T and T-Mobile which ever signal is available and stable over time.

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. SUPPLIER shall have a minimum of five years of experience manufacturing and operating the remote pressure monitoring systems and shall be able to show evidence of at least five system installations in satisfactory operation for at least four years.

B. Component Supply and Compatibility:

1. Obtain all equipment included in this Section regardless of the component from a single manufacturer.
2. The SUPPLIER to review and approve or to prepare all Shop Drawings and other submittals for all components furnished under this Section.
3. All components shall be specifically constructed for the specified service conditions.

1.03 REFERENCES

A. Standards referenced in this Section are listed below:

1. Underwriters Laboratories (UL)
2. National Electrical Manufacturers Association (NEMA)

1.04 SUBMITTALS

A. Action Submittals: Submit the following:

1. Product Data:

- a. Manufacturer's literature, illustrations, specifications and engineering data including: dimensions, materials, size, and weight.
- 2. Shop Drawings
 - a. Fabrication, assembly, and installation diagrams.
- 3. Warranty

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the equipment in accordance with the manufacturer's recommendations.
- B. Deliver the equipment to the following location:
 - 1. Erie County Water Authority Service Center 3030 Union Road, Cheektowaga, New York 14227.

1.06 WARRANTY

- A. The equipment shall be guaranteed to be free from defects in materials and workmanship for a period of two years from the date the equipment is delivered to the Erie County Water Authority.

PART 2 PRODUCTS

2.01 GENERAL

- A. The Supplier shall furnish the pressure monitoring systems complete with all necessary and ancillary accessories for complete and fully functioning pressure monitoring systems.

2.02 DATA AND SOFTWARE

- A. The pressure monitoring system shall be capable of multiple data-hosting options, including the SUPPLIER's private cloud, on-premises servers, or a combination thereof.
- B. Pressure monitoring system shall include a graphical user interface (GUI) as the human-machine interface (HMI). Users utilizing the HMI shall be able to perform all system functions, including data visualization and management, report generation, and device management, without any knowledge of operating system commands. This feature shall also be available off premise (cloud features).
- C. HMI shall be operable on any standard desktop computer running Windows, Linux, or OSX, or any standard mobile phone or tablet device with an internet connection. The system shall support the latest versions of Chrome, Microsoft Edge, Firefox, Safari, and Android Browser.
- D. For instances of on-premises server deployments, the HMI shall also be accessible on any standard desktop computer or mobile device with access to the intranet upon which the software stack is installed.
- E. Pressure monitoring system shall have role-based permission system, with configuration capabilities for asset-level permissions.
- F. Pressure monitoring system shall be protected from unauthorized access by a password security system.
- G. All data shall be time-stamped at the device level of the pressure monitoring system.
- H. Pressure monitoring system shall store all data for at least three years on the server side, unless otherwise specified.
- I. Pressure monitoring system shall support data export option in comma separated value (CSV) file format.
- J. Users of the HMI shall have the ability to specify and configure the time interval for the data export using available thresholds.
- K. Users of the HMI shall have the ability to export multiple data streams in the same CSV export operation.
- L. Users of the HMI shall be able to run automated aggregation reports of data samples, including sum, minimum, maximum, average, and standard deviation.
- M. Pressure monitoring system shall support third-party software integration via a REST API and/or CSV file transfer for the OWNER's intention to import data into a supervisory control and data acquisition (SCADA) system.
- N. Pressure monitoring system shall support SCADA integration using the following protocols: OPC-UA, DNP3, XML, or CSV.
- O. Pressure monitoring system shall secure the transmission of data collected, with encryption, by the field devices and the server software.

- P. Pressure monitoring system shall include cellular communication capabilities.
- Q. Pressure monitoring system shall include up to 4 user-configurable threshold ranges for each sensor data stream(e.g. Low-Low, Low, High, High-High). Data acquisition system shall include a user-specifiable time threshold filter before an alarm is sent. Recipients for alarms shall be configurable and customizable on a per-data-stream and per-threshold basis.
- R. Pressure monitoring system shall include an alarm notification via SMS and/or e-mail as well as via alarming functionalities enabled by SCADA systems and other third-party alarming tools.
- S. Pressure monitoring system shall include a health check for remote performance of diagnostics such as internal humidity, internal temperature, energy consumption, error counters and a critical error log.
- T. Pressure monitoring system shall include non-volatile local data storage on the data acquisition device. In the event that the data acquisition device is unable to communicate with the data server or loses power, all locally-stored data shall be retained and transmitted in FIFO order (first-in first-out).
- U. Pressure monitoring system shall have a log of all data acquisition device transmissions.

2.03 CONNECTIVITY AND DATA COMMUNICATION

- A. All setting changes and firmware upgrades of the data acquisition system shall be configurable over-the-air using the GUI or via a USB PC connection. The use of the USB PC connection is intended for use only in the event that the device is unable to communicate with the server.
- B. Pressure monitoring system shall include an internal and/or optional external antenna.
- C. Pressure monitoring system shall include an internal or external global positioning system (GPS) receiver module associated with the data acquisition device.
- D. Pressure monitoring system shall support Bluetooth connectivity for interaction using a Mobile device. Bluetooth communication shall be secured.
- E. Pressure monitoring system shall be supported by a mobile application that is native to iOS, Android, and Windows OS. The application should allow a user to view data collected by the system on the mobile device, prior to its transmission to the server.

2.04 POWER

- A. Pressure monitoring system shall include a field-replaceable internal battery.
- B. Pressure monitoring system shall have the ability to be powered externally with 4.5 to 28 V DC power supply, including a permanent power supply or external battery.
- C. Pressure monitoring system shall include an indication of internal battery status.
- D. Pressure monitoring system shall include external voltage readings via browser or mobile app.
- E. In cases where the pressure monitoring system is powered externally, the data acquisition system device shall have automatic power source switching.

2.05 PRESSURE SENSORS

- A. Pressure range: 0 – 200 psi
- B. Range-signal: 4 – 20 mA; minimum 30 ft. cable.
- C. Accuracy: +/- 0.5% at 77 degrees Fahrenheit.
- D. Provide pressure transient monitoring for water hammer.

2.06 SENSOR INTEGRATION

- A. Pressure monitoring system device shall have 3 sensor ports.
- B. Pressure monitoring system shall support analog, discrete (i.e. digital), and serial (i.e. Modbus) sensor inputs.
- C. Pressure monitoring system shall support up to 4 analog channels, up to 2 discrete channels, and up to 16 serial channels. The data acquisition system shall support more than 4 analog channels and more than 2 discrete channels using a Modbus interface.
- D. Pressure monitoring system shall support a communication protocol.
- E. Pressure monitoring system shall have a sensor power supply.
- F. Each pressure monitoring system shall support a customizable combination of analog, discrete, and serial sensors and channels.

2.07 MECHANICAL ENCLOSURE

- A. Pressure monitoring system mechanical enclosure shall be hingeless to ensure enclosure integrity.
- B. Pressure monitoring system mechanical enclosure shall be made of molded polycarbonate UV-resistant.
- C. Pressure monitoring system shall include a mechanical enclosure with a water-resistance rating of IP68 / NEMA 6P.
- D. Pressure monitoring system shall have a storage temperature range rated from -40°F or lower and up to 158°F or higher (-40°C to 80°C).
- E. Pressure monitoring system shall have an operational temperature range rated from -4°F or lower and up to 140°F or higher (-20°C to 60°C).
- F. Pressure monitoring system shall have an internal humidity sensor.

2.08 ACCESSORIES

- A. Furnish cables for local computer programming if necessary.
- B. The pressure monitoring system shall have the option to add a directly-connected bidirectional flow meter. The flow meter shall be supported by the same software platform and mobile device as the pressure monitoring system.

2.09 REMOTE MONITORING

- A. Provide 1-yr. annual service plan with the ability to renew, including:
 - 1) Cellular data plan
 - 2) Two-way cyber-secure communication
 - 3) Private cloud data storage
 - 4) Supplier's data platform and fleet management, unlimited number of seats.
 - 5) Automatic remote device configuration and firmware updates over-the-air
 - 6) REST API and CSV Generator Agent for 3rd party software integration
 - 7) Auto email alarm threshold alerts (no limit of users)
 - 8) Auto SMS threshold alerts (no limit of users)
 - 9) Device diagnostics and battery life indicator and alerts
 - 10) Mobile phone application for iOS and Android to assist with field installation, maintenance, and out-of-band diagnostics
 - 11) Web and email customer support

2.10 MANUFACTURERS

- A. Ayyeka Technologies
 - 1) Pressure Monitoring System – Wavelet Edge Device
- B. Trimble Water
 - 1) Pressure Monitoring System – Telog Ru-32 mA
- C. Or from a manufacturer with an OWNER Approved Equal device

PART 3 EXECUTION

3.01 INSTALLATION

- A. N/A

3.02 START-UP AND TESTING

- A. Provide 8 hours of user training to OWNER's personnel on equipment, set-up, operation, and calibration to be completed in one business day
- B. Provide 8-hours of a factory service representative's time to assist OWNER's personnel in placing systems in trouble free, automatic operation. To be completed in one business day
- C. Provide 8-hours of a factory service representative's time to provide trouble shooting assistance to support OWNER's personnel.

END OF BID SPECIFICATIONS

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

APPENDIX A
WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY
ERIE COUNTY WATER AUTHORITY

It is the policy of the Authority to foster and encourage minority business enterprise participation in the construction contracts of the Authority. Through the setting of Minority Business Enterprise goals and careful monitoring of CONTRACTOR compliance, the Authority will ensure the fullest possible participation in construction activities by qualified minority and women-owned firms.

Some of the federal and state laws that provide the basis for Equal Employment Opportunity and Affirmative Action are:

1. Title VII, Civil Rights Act of 1964 (as amended by the Equal employment Opportunity Act of 1972): Prohibits employment discrimination because of race, color, sex, religion or national origin.
2. Executive Order 11246 (as amended by the Executive Order 11375): Requires Affirmative Action by all Federal CONTRACTORS and subcontractors and requires that all firms with Contracts over \$50,000.00 and 50 or more employees develop and implement written programs.
3. Equal Act of 1963: Requires employers to provide equal pay for men and women performing similar work.
4. New York State Human Rights Law: Prohibits discrimination based on race, color, sex, age, creed, disability, national origin and marital status in employment matters.
5. Flynn Act: Guarantees disabled citizens protection against discrimination in housing, employment, public accommodations, training programs and non-sectarian education due to mental, physical or medical disability.
6. Title VI, Civil Rights Act of 1964: Prohibits discrimination based on race, color or national origin in all programs which receive Federal aid.
7. Title IX, Education Amendments Act of 1972: Prohibits sex discrimination against students of any educational institution receiving Federal financial aid.

A. MINORITY BUSINESS UTILIZATION COMMITMENT

The Erie County Water Authority has established the following business utilization rules which requires all prime CONTRACTORS awarded construction contracts let by the Erie County Water Authority to exemplify Affirmative Action to sub-contract to minority business enterprise (MBE). For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Women, Blacks, Hispanics and Native Americans. MBE's must demonstrate current certification of a government agency.

The Authority has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization on each construction contract awarded.

Recipients of Authority construction Contracts must utilize minority-owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for Contracts, Subcontracts and third-tier Contracts to be performed. All prime CONTRACTORS awarded Authority Contracts estimated to exceed \$100,000.00 must take positive steps to "afford fair opportunities to MBE's". Positive steps shall include, but not be limited to, (a) utilizing a source list of bona fide minority business enterprises, (b) solicitations of bids from MBE's particularly of those located in Erie County, (c) giving minority firms sufficient time to submit proposals in response to solicitations and (d) maintaining records showing minority business enterprises and specific efforts to identify and award Contracts to these Companies.

Each CONTRACTOR bidding on an Erie County Water Authority contract is to contact MBE's and solicit bids for various aspects of each project. The CONTRACTOR is to supply the Authority with information regarding contracts for services and products with minority business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

The Successful Bidder shall submit to the Authority the Minority Business Enterprise Utilization Report - Part A within one week of the bid opening. Part A includes a list of MBE's from whom the CONTRACTOR has solicited bids, or with whom the CONTRACTOR has signed a binding contractual agreement. The Authority will not consider a CONTRACTOR's bid where the CONTRACTOR fails to submit this report or where an examination of the report evidences failure by the CONTRACTOR to comply with the affirmative action requirements of the Contract.

In the event of a joint venture participating in this MBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority business enterprise contributes to and is paid for its participation in a joint venture will that dollar be credited towards the 10% goal of minority participation in the Erie County Water Authority MBE Program.

MBE's must be approved by the Erie County Water Authority before their participation may be credited toward the 10% goal. Where the proposed MBE is not approved by the Authority, an Authority MBE/Disclosure Affidavit must be filed with the Contract Compliance office. Forms and lists of certified MBE's can be obtained by calling Lavonya Lester, Director of Equal Employment Opportunity (ECWA) at (716) 685-8223.

A Minority Business Enterprise Utilization Waiver Request may be completed and submitted with the Minority Business Enterprise Utilization Report - Part A to the Authority within one week of the bid opening. Waivers shall be granted only where the availability of MBE's in the market area of the project is less than the 10% goal.

Sufficient information must be provided on the Minority Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by advice of the Equal Opportunity Office.

A waiver approval limits the CONTRACTOR's obligation to solicit MBE's for this particular project. It does not relieve the CONTRACTOR of MBE utilization for any other Erie County Water Authority project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the CONTRACTOR to continue soliciting MBE's for contracting purposes, after he has been declared the low bidder.

A MBE Utilization Waiver Request will be rejected if the CONTRACTOR:

1. fails to provide information on the Minority Business Enterprise Utilization Report with his bid.
2. provides fraudulent information of the MBE reports.
3. fails to make an honest good faith effort to recruit and contract with MBE's or
4. takes any other action which is contrary to the spirit and intent of the law.

THE INFORMATION PROVIDED ON THE MBE WAIVER REQUEST AND THE MBE UTILIZATION REPORT WILL BE CONSIDERED CONCURRENTLY TO DETERMINE IF A WAIVER SHOULD BE APPROVED, CONDITIONALLY APPROVED OR REJECTED.

The low bidder shall submit to the Authority, within one week of the bid opening, a schedule for minority business enterprise participation, with whom the CONTRACTOR intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the Contract item(s) or parts to be performed by each minority business enterprise. A letter of intent to enter into a Subcontract or purchase agreement, signed by the minority business, contingent upon the contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the CONTRACTOR and the minority business enterprise. The prime CONTRACTOR shall not substitute or delete the listed minority business enterprise without the written consent of the Erie County Water Authority.

In the event that the MBE goal for the contract is not met, the CONTRACTOR shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's in pursuit of the goal. Such documentation includes, but is not limited to, advertisement in minority-focused media, written contract with minority businesses indicating sufficient bidder's price along with evidence showing the work to be performed is the same, and not a reduced portion thereof.

The CONTRACTOR shall provide to the Erie County Water Authority copies of all subcontracts and/or purchase agreements with minority business enterprises within one week of the bid opening. A notice to proceed with construction shall not be issued until acceptable documentation is received.

When the project is thirty (30%) percent complete, the CONTRACTOR shall submit to the Authority the Minority Business Enterprise Utilization Report - Part B. Part B lists the MBE's on the project, the dollar amounts paid to that date and the estimated amount remaining to be spent.

The Minority Business Enterprise Utilization Report - Part C certifies the actual dollar amount expended to MBE's. Part C must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

The Minority Business Enterprise Utilization Report - Part D certifies the total dollar amount expended to MBE's. Part D is to be submitted with the request for final payment.

In the event a CONTRACTOR fails to comply with these provisions the Authority may:

1. Summon the CONTRACTOR to a hearing
2. Withhold progress payments in part or in full
3. Cancel the contract.
4. Bar award of future Contracts until the CONTRACTOR can demonstrate that he will comply.

It is hereby the Erie County Water Authority's commitment to assure that on all contracts awarded, prime CONTRACTORS expend a fair share of the contract with bona fide minority businesses in accordance with the goals set forth by the Authority. Failure to comply with these provisions shall disqualify the bidder and shall constitute a breach of contract subject to all remedies available to the Authority.

The Prime CONTRACTOR and all minority Subcontractors are bound by all requirements as put forth in the Erie County Water Authority standard General Conditions and all modifications thereto contained in these Contract Specifications.

Listing of **AFFIRMATIVE ACTION FORMS ATTACHED:**

| <u>NAME OF FORM</u> | <u>PAGE NUMBER(S)</u> |
|--|------------------------------|
| Minority Business Utilization Report- Part A | 6 & 7 |
| Waiver Request | 8 |
| Erie County Water Authority Minority Business Enterprise Joint Venture Disclosure Affidavit | 9 |
| Erie County Water Authority Minority Business Enterprise Utilization Report - Part B | 10 & 11 |
| Minority Business Enterprise Utilization Report - Part C | 12 |
| Minority Business Enterprise Utilization Report - Part D | 13 |

Ti - SALES Inc is a privately owned company and requesting full waiver

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A**

This information must be submitted by the successful bidder within one week of bid opening.

COMPANY Ti - SALES Inc

AUTHORIZED REPRESENTATIVE _____

ADDRESS 36 Hudson Road

TELEPHONE NUMBER 800-225-4616

PROJECT NAME Furnish and Deliver Distribution System pressure Monitoring Sensors

PROJECT NUMBER 202000010

- I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

- II. List all bona fide Minority Business Enterprise, subcontractors, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the Erie County Water Authority. (Attach additional sheets if necessary.)

| MINORITY OWNED FIRM | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTI- FICATION | CONTRACT EXECUTED | REASON NOT AWARDED |
|--|-----------------|--------------------|-----------------------|-----------------------|--------------------|
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |

PART A CONTINUED

III. Assistance offered by CONTRACTOR to MBE's as to bonding, union requirements, obtaining work capital etc...

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____


IV. Total Dollar Amount to be subcontracted to Minority Business Enterprise(s): \$ _____

V. Total Amount of Bid: \$ _____

VI. MBE Percent (%) of project bid: _____

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.

5/15/2020
DATE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Note: Within one week of the bid opening, this original form, together with a letter of intent to enter into a subcontract or purchase agreement, contingent upon the contract award, indicating the agreed upon price and scope of work, signed by both the CONTRACTOR and the Minority Business Enterprise, must be submitted to:

Lavonya Lester, Director of Equal Employment Opportunity (ECWA)
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227

WAIVER

COMPANY Ti - SALES Inc

ADDRESS 36 Hudson Road Sudbury, MA. 01776

TELEPHONE NUMBER 800 - 225- 4616
(AREA CODE) (NUMBER)

1. CONTRACTOR has made a good faith effort to adopt subcontracting on this project to those trades, professions, supplies, etc. for which minority business enterprises bids could be solicited; and
2. The total percentage of the bids which could be Subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10%.

A waiver, as provided for by the Erie County Water Authority is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority business enterprise in the market area of this project which do subcontracting in the following fields (list all trades, professions, supplies, etc. which could be subcontracted on this project):

- | | |
|---------------|-----------|
| 1. <u>N/A</u> | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(use additional sheets if necessary)

If a partial waiver is granted the CONTRACTOR will make a good faith effort to meet the reduced goal.

5/19/2020
DATE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF COMPANY

Granted in whole _____

Granted in part _____

Comments _____

EQUAL OPPORTUNITY OFFICIAL / TITLE DATE

LETTING DEPARTMENT / TITLE DATE
REPRESENTATIVE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
JOINT VENTURE DISCLOSURE AFFIDAVIT**

To Be Submitted With Part A
Where Applicable

Joint Ventures: N/A
Name: _____
Address: _____
Principal Office: _____
Office Phone: _____
Home Phone: _____

Percent of minority ownership in terms of profit and loss sharings:

Capital contributions by each joint venture and accounting therefore:

Equipment and supply contributions by each joint venturer and accounting therefore:

Any ownership options for ownership or loans between the joint venturers - identify terms thereof:

How and by whom the on-site work will be supervised and administered:

I, _____, as
representative of _____ Company,
do hereby swear or affirm that I am authorized to act on its behalf and that in this capacity and to
the best of my knowledge and belief, the information provided herewith relevant to the joint
venture of _____
is accurate, complete and current, and fairly represents the joint venture; further, that I have
personally reviewed the material and assured myself of its accuracy. It is recognized and
acknowledged that the statements herein are being given under oath and any material
misrepresentation will be grounds for terminating any contract which may be awarded in reliance
hereon.

SIGNATURE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B**

CONTRACTOR _____ CONTRACT NAME _____

- I. List all bona fide minority business enterprises, Subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority Business Utilization Goal set forth by the Erie County Water Authority. Include minority trucking firms that will be utilized and included and estimated dollar amount. This information must be submitted to the Erie County Water Authority when the project is 30% complete.

| (USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | AMOUNT REMAINING |
|--|--------------------|------------------------------|------------------------------|---------------------|
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |

*Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts:

- II. Total Dollar Amount to be Subcontracted to minority Business Enterprise(s):
\$ _____
- III. Total dollar amount expended to date: \$ _____
- IV. Total amount of bid: \$ _____
- V. MBE Percent (%) of project bid: \$ _____

I, _____ as an official representative of _____
_____, do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

PART B CONTINUED

| (USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | AMOUNT REMAINING |
|---|--------------------|------------------------------|------------------------------|---------------------|
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ IRS #: _____ | | | | |

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART C
CERTIFICATION OF EXPENDITURES TO MBE's

(To be completed by the prime CONTRACTOR and
submitted at the 75% payment level)

CONTRACTOR _____

CONTRACT: _____

| MBE | PART B CONTRACT AMOUNT OF ESTIMATE | TOTAL EXPENDED TO DATE | ESTIMATED AMOUNT REMAINING |
|-----|---|------------------------------|----------------------------------|
| | | | |

* Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts.

I, _____
_____ as an official representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART D

FINAL CERTIFICATION OF EXPENDITURES TO MBE's

(to be completed by the prime CONTRACTOR and submitted with
the request for final payment)

CONTRACTOR: _____

CONTRACT: _____

| MBE | TOTAL AMOUNT EXPENDED |
|-----|-----------------------|
| | |
| | |
| | |

TOTAL OF ALL MBE
SUB-CONTRACTS \$ _____

AMOUNT OF
CONTRACT _____

FINAL MBE
PERCENTAGE _____

I, _____, as an official
representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

ACCOUNTABILITY

The CONTRACTOR shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before the Erie County Water Authority, any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

| | | |
|--|--|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ti-SALES, Inc. | | |
| 2 Business name/disregarded entity name, if different from above | | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 36 Hudson Road | Requester's name and address (optional) | |
| 6 City, state, and ZIP code Sudbury, MA 01776-2039 | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number | | | | | | | | |
| | | | - | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 0 | 4 | - | 2 | 3 | 7 | 4 | 0 | 8 2 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|-----------|--|--------------------------|
| Sign Here | Signature of U.S. person  | Date ▶ February 27, 2020 |
|-----------|--|--------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



TISALES-01

JKOSUDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2019

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 Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (866) 636-0244 | FAX (A/C, No): (413) 447-1977 |
| INSURED TI Sales 36 Hudson Road Sudbury, MA 01776 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Phoenix Insurance Company | |
| | INSURER B: Travelers Property Casualty Insurance Company | |
| | INSURER C: Travelers Indemnity Company | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

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.

| 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 630-7N503474-PHX-19 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EMP BENEFITS PE \$ 100,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp \$1,000 Collision \$1,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | BA-7N763272-19-14-G0 | 7/1/2019 | 7/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CUP-7N767210-19-14-G | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | UB-7N762275-19-14-G | 7/1/2019 | 7/1/2020 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional insured as required by written contract on a primary and non-contributory basis and with respects to insureds operations relative to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Erie County Water Authority Attn: Anthony Alessi 295 Main St., Suite 350 Buffalo, NY 14203 | 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 |

**STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA**

**NOTICE OF COMPLIANCE
TO EMPLOYEES**

**IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED
OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.**

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

**NYS Workers' Compensation Board
Centralized Mailing
PO Box 5205
Binghamton, NY 13902-5205**

Customer Service Line: 877-632-4996

**AVISO DE CUMPLIMIENTO
A EMPLEADOS**

**INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN
LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL
MIENTRAS TRABAJAN.**

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concierne a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener el tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podrá ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al alabogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina más cercana de la Junta.

**CHAIR/PRESIDENTE
Workers' Compensation Board**

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación obrera, cuando debidos, serán pagados por):

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer
TI SALES INC.

**THE TRAVELERS INSURANCE COMPANIES
ONE TOWER SQUARE
HARTFORD, CT 06183
(800) 238-6225
For Insurance Carriers ONLY: Policy No 7N762275
Policy in Force from 07-01-19 to 07-01-20**

Name of employer (Nombre del patrono)

**THIS NOTICE MUST BE POSTED
CONSPICUOUSLY IN AND ABOUT THE
EMPLOYER'S PLACE OR PLACES OF
BUSINESS.**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

C-105 (9-17)

Workers' Compensation Board
Prescribed by Chairman
State New York

www.wcb.ny.gov

W31P1117



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: November 13, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
TI-SALES, INC.

is a domestic corporation organized on **April 15, 1965** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

Certificate Number: 19110251680

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS

ECWA PROJECT No. 202000010

Insurance Specs:

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

Insurance Requirements:

a) Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c) Commercial General Liability:

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

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
- Erie County Water Authority to be scheduled as an Additional Insured

- Per project aggregate shall apply

f) Cyber Liability

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

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

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

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

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

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

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

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

FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS

ECWA PROJECT No. 202000010

Insurance Specs:

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

Insurance Requirements:

a) Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c) Commercial General Liability:

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

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
- Erie County Water Authority to be scheduled as an Additional Insured

- Per project aggregate shall apply

f) Cyber Liability

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

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

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

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

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

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

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

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

APPENDIX B

Bid Specifications

BID SPECIFICATIONS

BID DESCRIPTION: FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE
MONITORING SENSORS

PROJECT No. 202000010

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Submittals of Shop Drawings shall be made to the ENGINEER at the address listed below:

Clayton Johnson, Production Engineer
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227
cjohnson@ecwa.org

- B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
 - a. OWNER's Name: _____
 - b. Project Name: _____
 - c. Contract No.: _____
 - d. Transmittal No.: _____
 - e. Section No.: _____
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the ENGINEER and will be returned to the SUPPLIER.

1. SUPPLIER's stamp shall contain the following:

"Project Name: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

I hereby certify that the shop drawing has satisfied Supplier's obligations under the Contract Documents relative to Supplier's review and approval of this submittal.

Approved By (for SUPPLIER): _____"

D. The SUPPLIER shall initially submit to ENGINEER a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of firm or entity that prepared submittal.
 - d. Names of subcontractor, manufacturer, and/or supplier.
 - e. Indication of full or partial submittal.
 - f. Transmittal number numbered consecutively.
 - g. Remarks.

- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. ENGINEER will advise SUPPLIER when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.02 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.03 ENGINEER'S REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed by ENGINEER and will not be recorded in ENGINEER'S submittal log. All hardcopies of such submittals will be returned to SUPPLIER.

- B. Submittals, Results of ENGINEER'S Review: Each submittal will be given one of the following dispositions:
1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.
 3. Approved as Corrected – Resubmit: Upon return of submittal marked "Approved as Corrected – Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to ENGINEER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
 4. Revise and Resubmit: Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to ENGINEER for approval.
 5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment.

SECTION 2 – REMOTE PRESSURE MONITORING & SENSORS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. This Section includes the provision for furnishing remote monitoring systems and pressure sensors as specified herein.
2. The systems shall include near real-time monitoring and logging capabilities.
3. The systems shall be battery and AC powered to include auto switching from AC to internal battery.
4. The systems shall use cellular technology to allow unmanned monitoring or remote sites. Capable of connecting to Verizon, AT&T and T-Mobile which ever signal is available and stable over time.

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. SUPPLIER shall have a minimum of five years of experience manufacturing and operating the remote pressure monitoring systems and shall be able to show evidence of at least five system installations in satisfactory operation for at least four years.

B. Component Supply and Compatibility:

1. Obtain all equipment included in this Section regardless of the component from a single manufacturer.
2. The SUPPLIER to review and approve or to prepare all Shop Drawings and other submittals for all components furnished under this Section.
3. All components shall be specifically constructed for the specified service conditions.

1.03 REFERENCES

A. Standards referenced in this Section are listed below:

1. Underwriters Laboratories (UL)
2. National Electrical Manufacturers Association (NEMA)

1.04 SUBMITTALS

A. Action Submittals: Submit the following:

1. Product Data:

- a. Manufacturer's literature, illustrations, specifications and engineering data including: dimensions, materials, size, and weight.
2. Shop Drawings
 - a. Fabrication, assembly, and installation diagrams.
3. Warranty

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the equipment in accordance with the manufacturer's recommendations.
- B. Deliver the equipment to the following location:
 1. Erie County Water Authority Service Center 3030 Union Road, Cheektowaga, New York 14227.

1.06 WARRANTY

- A. The equipment shall be guaranteed to be free from defects in materials and workmanship for a period of two years from the date the equipment is delivered to the Erie County Water Authority.

PART 2 PRODUCTS

2.01 GENERAL

- A. The Supplier shall furnish the pressure monitoring systems complete with all necessary and ancillary accessories for complete and fully functioning pressure monitoring systems.

2.02 DATA AND SOFTWARE

- A. The pressure monitoring system shall be capable of multiple data-hosting options, including the SUPPLIER's private cloud, on-premises servers, or a combination thereof.
- B. Pressure monitoring system shall include a graphical user interface (GUI) as the human-machine interface (HMI). Users utilizing the HMI shall be able to perform all system functions, including data visualization and management, report generation, and device management, without any knowledge of operating system commands. This feature shall also be available off premise (cloud features).
- C. HMI shall be operable on any standard desktop computer running Windows, Linux, or OSx, or any standard mobile phone or tablet device with an internet connection. The system shall support the latest versions of Chrome, Microsoft Edge, Firefox, Safari, and Android Browser.
- D. For instances of on-premises server deployments, the HMI shall also be accessible on any standard desktop computer or mobile device with access to the intranet upon which the software stack is installed.
- E. Pressure monitoring system shall have role-based permission system, with configuration capabilities for asset-level permissions.
- F. Pressure monitoring system shall be protected from unauthorized access by a password security system.
- G. All data shall be time-stamped at the device level of the pressure monitoring system.
- H. Pressure monitoring system shall store all data for at least three years on the server side, unless otherwise specified.
- I. Pressure monitoring system shall support data export option in comma separated value (CSV) file format.
- J. Users of the HMI shall have the ability to specify and configure the time interval for the data export using available thresholds.
- K. Users of the HMI shall have the ability to export multiple data streams in the same CSV export operation.
- L. Users of the HMI shall be able to run automated aggregation reports of data samples, including sum, minimum, maximum, average, and standard deviation.
- M. Pressure monitoring system shall support third-party software integration via a REST API and/or CSV file transfer for the OWNER's intention to import data into a supervisory control and data acquisition (SCADA) system.
- N. Pressure monitoring system shall support SCADA integration using the following protocols: OPC-UA, DNP3, XML, or CSV.
- O. Pressure monitoring system shall secure the transmission of data collected, with encryption, by the field devices and the server software.

- P. Pressure monitoring system shall include cellular communication capabilities.
- Q. Pressure monitoring system shall include up to 4 user-configurable threshold ranges for each sensor data stream(e.g. Low-Low, Low, High, High-High). Data acquisition system shall include a user-specifiable time threshold filter before an alarm is sent. Recipients for alarms shall be configurable and customizable on a per-data-stream and per-threshold basis.
- R. Pressure monitoring system shall include an alarm notification via SMS and/or e-mail as well as via alarming functionalities enabled by SCADA systems and other third-party alarming tools.
- S. Pressure monitoring system shall include a health check for remote performance of diagnostics such as internal humidity, internal temperature, energy consumption, error counters and a critical error log.
- T. Pressure monitoring system shall include non-volatile local data storage on the data acquisition device. In the event that the data acquisition device is unable to communicate with the data server or loses power, all locally-stored data shall be retained and transmitted in FIFO order (first-in first-out).
- U. Pressure monitoring system shall have a log of all data acquisition device transmissions.

2.03 CONNECTIVITY AND DATA COMMUNICATION

- A. All setting changes and firmware upgrades of the data acquisition system shall be configurable over-the-air using the GUI or via a USB PC connection. The use of the USB PC connection is intended for use only in the event that the device is unable to communicate with the server.
- B. Pressure monitoring system shall include an internal and/or optional external antenna.
- C. Pressure monitoring system shall include an internal or external global positioning system (GPS) receiver module associated with the data acquisition device.
- D. Pressure monitoring system shall support Bluetooth connectivity for interaction using a Mobile device. Bluetooth communication shall be secured.
- E. Pressure monitoring system shall be supported by a mobile application that is native to iOS, Android, and Windows OS. The application should allow a user to view data collected by the system on the mobile device, prior to its transmission to the server.

2.04 POWER

- A. Pressure monitoring system shall include a field-replaceable internal battery.
- B. Pressure monitoring system shall have the ability to be powered externally with 4.5 to 28 V DC power supply, including a permanent power supply or external battery.
- C. Pressure monitoring system shall include an indication of internal battery status.
- D. Pressure monitoring system shall include external voltage readings via browser or mobile app.
- E. In cases where the pressure monitoring system is powered externally, the data acquisition system device shall have automatic power source switching.

2.05 PRESSURE SENSORS

- A. Pressure range: 0 – 200 psi
- B. Range-signal: 4 – 20 mA; minimum 30 ft. cable.
- C. Accuracy: +/- 0.5% at 77 degrees Fahrenheit.
- D. Provide pressure transient monitoring for water hammer.

2.06 SENSOR INTEGRATION

- A. Pressure monitoring system device shall have 3 sensor ports.
- B. Pressure monitoring system shall support analog, discrete (i.e. digital), and serial (i.e. Modbus) sensor inputs.
- C. Pressure monitoring system shall support up to 4 analog channels, up to 2 discrete channels, and up to 16 serial channels. The data acquisition system shall support more than 4 analog channels and more than 2 discrete channels using a Modbus interface.
- D. Pressure monitoring system shall support a communication protocol.
- E. Pressure monitoring system shall have a sensor power supply.
- F. Each pressure monitoring system shall support a customizable combination of analog, discrete, and serial sensors and channels.

2.07 MECHANICAL ENCLOSURE

- A. Pressure monitoring system mechanical enclosure shall be hingeless to ensure enclosure integrity.
- B. Pressure monitoring system mechanical enclosure shall be made of molded polycarbonate UV-resistant.
- C. Pressure monitoring system shall include a mechanical enclosure with a water-resistance rating of IP68 / NEMA 6P.
- D. Pressure monitoring system shall have a storage temperature range rated from -40°F or lower and up to 158°F or higher (-40°C to 80°C).
- E. Pressure monitoring system shall have an operational temperature range rated from -4°F or lower and up to 140°F or higher (-20°C to 60°C).
- F. Pressure monitoring system shall have an internal humidity sensor.

2.08 ACCESSORIES

- A. Furnish cables for local computer programming if necessary.
- B. The pressure monitoring system shall have the option to add a directly-connected bidirectional flow meter. The flow meter shall be supported by the same software platform and mobile device as the pressure monitoring system.

2.09 REMOTE MONITORING

- A. Provide 1-yr. annual service plan with the ability to renew, including:
 - 1) Cellular data plan
 - 2) Two-way cyber-secure communication
 - 3) Private cloud data storage
 - 4) Supplier's data platform and fleet management, unlimited number of seats.
 - 5) Automatic remote device configuration and firmware updates over-the-air
 - 6) REST API and CSV Generator Agent for 3rd party software integration
 - 7) Auto email alarm threshold alerts (no limit of users)
 - 8) Auto SMS threshold alerts (no limit of users)
 - 9) Device diagnostics and battery life indicator and alerts
 - 10) Mobile phone application for iOS and Android to assist with field installation, maintenance, and out-of-band diagnostics
 - 11) Web and email customer support

2.10 MANUFACTURERS

- A. Ayyeka Technologies
 - 1) Pressure Monitoring System – Wavelet Edge Device
- B. Trimble Water
 - 1) Pressure Monitoring System – Telog Ru-32 mA
- C. Or from a manufacturer with an OWNER Approved Equal device

PART 3 EXECUTION

3.01 INSTALLATION

- A. N/A

3.02 START-UP AND TESTING

- A. Provide 8 hours of user training to OWNER's personnel on equipment, set-up, operation, and calibration to be completed in one business day
- B. Provide 8-hours of a factory service representative's time to assist OWNER's personnel in placing systems in trouble free, automatic operation. To be completed in one business day
- C. Provide 8-hours of a factory service representative's time to provide trouble shooting assistance to support OWNER's personnel.

END OF BID SPECIFICATIONS

APPENDIX C

Insurance Requirements

FURNISH AND DELIVER DISTRIBUTION SYSTEM PRESSURE MONITORING SENSORS

ECWA PROJECT No. 202000010

Insurance Specs:

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

Insurance Requirements:

a) Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c) Commercial General Liability:

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

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
- Erie County Water Authority to be scheduled as an Additional Insured

- Per project aggregate shall apply

f) Cyber Liability

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

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

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

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

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

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

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

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