

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:**

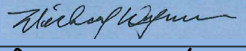

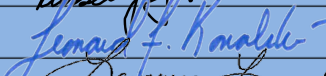
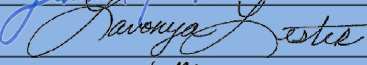
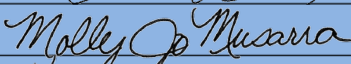
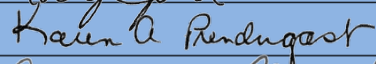

☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order  
☐ BCD ☐ NYSDOT Agreement ☒ Contract Documents ☐ Addendum  
☐ Recommendation for Award of Contract ☒ Recommendation to Reject Bids  
☐ Request for Proposals  
☐ Other \_\_\_\_\_

**Action Requested:**

☐ Board Authorization to Execute ☒ Legal Approval  
☐ Board Authorization to Award ☐ Execution by the Chairman  
☐ Board Authorization to Advertise for Bids ☐ Execution by the Secretary to the Authority  
☐ Board Authorization to Solicit Request for Proposals  
☒ Other Board Authorization to Reject Bids and Readvertise

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Other (if Applicable)		Date: 3/3/20
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 3/3/2020
<input checked="" type="checkbox"/> Executive Engineer		Date: 3-4-20
<input checked="" type="checkbox"/> Director of Administration		Date: 3/3/2020
<input checked="" type="checkbox"/> Risk Manager		Date: 3-3-20
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 3-4-20
<input checked="" type="checkbox"/> Legal		Date: 3-4-20

**APPROVED FOR BOARD RESOLUTION:**

☒ Secretary to the Authority  Date: 03/04/20

**Remarks:** Unit price contract.

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_





## ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

March 2, 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  
Rejection of Bid and Re-Bid

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On Tuesday, February 11, 2020, the Authority received bids for the above referenced contract. Prior to the bid opening, the Bid Notice was publicly advertised for 21 calendar days and the Authority received responses from one (1) bidder.

After reviewing the bids, the Engineering Department consulted with General Counsel Margaret Murphy regarding the bid submission. It was decided that due to only receiving one bid, the project should be re-bid. The specification has been revised in an effort to promote more manufacturers to bid on the contract.

Pursuant to Public Authorities Law § 1069, ECWA has the authority to reject all bids if it is in the Authority's best interests. Article 5 of the Instructions to Bidders also states the Authority has the right to reject any or all bids, if the Authority deems such action to be in the public interest with the right to re-bid. The power to reject all bids, as set forth in Public Authorities Law § 1069, is like the power given municipal corporations pursuant to General Municipal Law § 103.

Due to receiving only one bid, both the Legal and Engineering Departments recommend the Board rejects all the bids submitted on February 11, 2020 and authorize the advertisement for new bids.

Under this Contract an equipment supplier will furnish remote pressure monitoring systems that will be installed by ECWA staff at various locations within ECWA's water distribution system. The monitoring systems will allow ECWA to monitor and log, in real-time, pressure fluctuations within the distribution system. The operational data gained from the pressure monitoring will allow ECWA to more efficiently operate pumps, tank levels, and valves within the distribution system and aid in troubleshooting operational issues.



To: Terrence D. McCracken  
Secretary to the Authority

- 2-

March 2, 2020

The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- One copy of Procurement Instructions to Bidders
- One (1) set of Contract Documents.

The Project Manual needs to be reviewed by the Risk Manager and the Legal Department before the Board can provide the Authorization to Advertise.

CJJ:jmf  
Attachments  
cc: R.Stoll  
M.Wymer  
D.Patton  
L.Lester  
ECWA-223-2001-I-186





## 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, March 3, 2020 TIME: 11:30 a.m.

FOR: Distribution System Pressure Monitoring Sensors

NAME OF BIDDER: \_\_\_\_\_

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.

- |          |              |   |                                                                                    |
|----------|--------------|---|------------------------------------------------------------------------------------|
| <u>X</u> | EXHIBIT "D"  | - | Bid Bond                                                                           |
| <u>X</u> | EXHIBIT "G"  | - | Non-Collusive Bidding Certification                                                |
| <u>X</u> | EXHIBIT "I"  | - | State Finance Law Requirements                                                     |
| <u>X</u> | EXHIBIT "J"  | - | Section 139-L of State Finance Law, Statement relating to Sexual Harassment Policy |
| —        | EXHIBIT "P"  | - | Performance Bond                                                                   |
| <u>X</u> | APPENDIX "A" | - | Women and Minority Business Enterprise Policy                                      |
| <u>X</u> | APPENDIX "B" | - | Insurance Requirements                                                             |
| —        | 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, **March 3**, 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, **March 3**, 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

TERRENCED. 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		
2	20	Ea.	Antennae		
3	1	LS	Annual Service Plan (for all systems)		
TOTAL NET BID DELIVERED INSIDE				\$	

**NOTE:** Bid results are available on the Erie County Water Authority website, [www.ecwa.org](http://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: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ECWA CHAIR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**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 \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE: STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

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: \_\_\_\_\_

Social Security Number: \_\_\_\_\_



**BID SECURITY FORM**

EXHIBIT "D"

BIDDER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER:

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203

BID

BID DUE DATE: \_\_\_\_\_

PROJECT:

FURNISH AND DELIVER DISTRIBUTION SYSTEM

PRESSURE MONITORING SENSORS.

Project No: 202000010

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_



1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**END OF BID BOND**



**NON-COLLUSIVE BIDDING CERTIFICATION****as 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 \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE No. \_\_\_\_\_



**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: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**FORM B**

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

**Instructions:**

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

**Offerer Certification:**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

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

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

**Instructions:**

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



**FORM C (Continued)****Offerer's Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No                      Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
- No                      Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)



**FORM C (Continued)**

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

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Add additional pages as necessary)

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

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

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **Contract Termination Provision**

### **Instructions:**

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

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

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (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.

\_\_\_\_\_  
(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](mailto: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 3<sup>rd</sup> 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 Country 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:**

<b><u>NAME OF FORM</u></b>	<b><u>PAGE NUMBER(S)</u></b>
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



**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 \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

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 CERTIFICATION	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.**

\_\_\_\_\_  
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 \_\_\_\_\_

ADDRESS

TELEPHONE NUMBER \_\_\_\_\_  
(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. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
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.

---

DATE

SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF COMPANY

Granted in whole

Granted in part \_\_\_\_\_

Comments

		/	
EQUAL OPPORTUNITY OFFICIAL			TITLE

---

DATE

LETTING DEPARTMENT REPRESENTATIVE	TITLE
--------------------------------------	-------

---

DATE



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

To Be Submitted With Part A  
Where Applicable

Joint Ventures: \_\_\_\_\_  
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: \_\_\_\_\_

<b>MBE</b>	<b>PART B CONTRACT AMOUNT OF ESTIMATE</b>	<b>TOTAL EXPENDED TO DATE</b>	<b>ESTIMATED AMOUNT REMAINING</b>

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

<b>MBE</b>	<b>TOTAL AMOUNT EXPENDED</b>

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**



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