



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 24, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Jeffrey Schlierf, Acting Manager of Information Technology *JLS*

Subject: Request for Proposal
Microwave Radio System Maintenance
Project # P202100087

Attached is a copy of the Request for Proposal (“RFP”) for Microwave Radio System Maintenance for our Wide Area Network (“WAN”). The Microwave Radio System is a microwave link that uses radio waves in the microwave frequency to transmit data at high speeds between all Authority wide point to point networks at various Authority locations. These microwave links ensure the phone, SCADA, power system and all business data is transmitted to each location without interference. It is vitally important to maintain this network equipment as it is critically important in connecting all our main facilities on secure multi-link connections.

The contractor awarded will be responsible for all preventative maintenance, repairs, and adjustments to ensure we maintain optimum system performance and reliable year-round operation. This includes preventative maintenance and repair of all microwave radio technologies, antennas, towers, and frequencies.

The IT Department is requesting a Resolution to Solicit the RFP. We recommend that the RFP be issued to the following contractors in addition to being advertised on the Authority’s website.

Ray Rabb
Transwave Communications Systems, Inc.
9020 Wehrle Drive
Clarence, NY
14031

Kevin Zimmer
Mid-State Communications & Electronics
Inc.
185 Clear Road
Oriskany, NY 13424

Ann D’Alessandro
Airosmith Development Inc.
32 Clinton Street
Saratoga Springs, NY 12866

Budget Information:

- Department 850 Information Technology
- Unit 8525 Information Technology
- O&M Item #26: Equipment Maintenance Contract

JCS:
Attachment
cc: L.Lester
ECWA-606-2101-X-16

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

Contract: _____ **Project No.:** 202100087
Project Description: Microwave Radio Maintenance Services

Item Description:




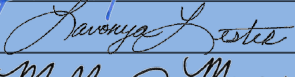



Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:

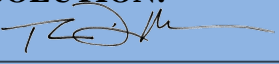
Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Acting Manager of IT	<u></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Executive Engineer	<u></u>	Date: <u>08/25/2021</u>
<input checked="" type="checkbox"/> Director of Administration	<u></u>	Date: <u>08/25/2021</u>
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>08/25/2021</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>8/25/2021</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>08/25/21</u>
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Remarks: _____

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

REQUEST FOR PROPOSALS
MICROWAVE RADIO MAINTENANCE SERVICES

ECWA Project No. 202100087

GENERAL

The Erie County Water Authority (the “Authority”) is seeking proposals from qualified companies to provide maintenance, repair and adjustments to its “Multi Link” and “Single Link” Aviat Eclipse Microwave Radio System for a contract period of three years with two possible one-year extensions.

The Authority reserves the right to modify or cancel this Request for Proposals and/or the projects; to accept or reject any or all responses; and to waive any or all irregularities. This Request for Proposals does not obligate the Authority to award a contract or to reimburse any costs associated with the preparation of any proposal. Upon review of all submissions, the Authority reserves the right to approach and negotiate a service or maintenance agreement with any legal entity submitting a response to this Request for Proposals.

Any response to the Request for Proposals (RFP) is subject to the restrictions set forth in the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority’s Purchasing Policy, as amended. The Purchasing Policy is available by accessing the Erie County Water Authority’s web site – <http://www.ecwa.org>, under the caption “Doing Business with ECWA.”

BACKGROUND INFORMATION

The Authority is an independent Public Benefit Corporation created in 1949 by a special act of the New York State Legislature know as Title III Article V of the Public Authorities Law to ensure a safe and plentiful water supply for the people and industry of Erie County.

In operation since 1953, The Authority is not an agency of New York State or Erie County government. It operates as a self-sustaining business enterprise and pays for all operating expenses out of revenues generated from the sale of water to its residential, commercial, and municipal customers.

Since its inception, the Authority has enhanced the quality of life throughout Erie county and Western New York by providing abundant supply of safe, high quality drinking water at an affordable rate. We look forward to continuing our efforts on behalf of more than 500,000 people that rely on ECWA water every day, 24 hours a day, 365 days a year.

SCOPE OF SERVICES

The Authority is seeking a three-year contract from January 1, 2022 through December 31, 2024, with the option to renew the contract for two additional one-year periods. The Authority owns and operates a multi-transceiver Aviat Eclipse Microwave radio system with a single link located between two of its facilities in Erie County, New York. The microwave radio system forms a single link to connect the two (2) locations with a high-speed Ethernet connection via multiple

11 GHz Transceivers. The Authority also owns and operates a multi-link system that connects the seven locations with high-speed Ethernet connections via multiple 11 GHz Transceivers. The Microwave System is used for voice and data communication between these seven (7) locations.

The service agreement is for the maintenance, repair, and adjustments which are required to maintain optimum overall system performance of the existing 11GHz microwave radio system including any firmware and software updates. This service agreement covers the microwave radios and related equipment located at the two Single Link locations. The 11 GHz link is used for data and voice transmissions between these locations. Radios are in a dual 2+0 Configuration. Six-foot dual Polarized high-performance antennas are used at each end.

The service agreement also includes maintenance, repair, and adjustments which are required to maintain optimum overall system performance of the existing Multi-Link 11GHz microwave radio system including any firmware and software updates. This system includes the microwave radios and related equipment located at seven locations. The 11 GHz links are used for data and voice transmissions between these locations. Radios are in a dual 2+0 Configuration. Three-foot single polarized high-performance low-profile antennas are used at each location.

Single Link Equipment to be Serviced:

The equipment to be serviced is presently installed and operating and consists of:

	EQUIPMENT LIST	TOTAL
	DESCRIPTION	QTY
1.00	TRANSMISSION EQUIPMENT	
1.00	Eclipse products	
1.01	Eclipse IRU 600 2+0/2+0 11 GHz w/INUe	2
1.02	IRU600 Rfsection Assembled 2+0 1 Ant TxTxxrx Main 3RU, High Power / High Power, 11Ghz	4
1.03	Ext Brkt Kit IRU600 2 Shelf	179-530089-001 2
1.04	Wg Ext Kit 11Ghz 2Nd Shlf 2+0/Fd	179-530090-0225 2
1.05	RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001 8
1.06	Eclipse, intelligent Node Unit, 2RU Ext, incl. IDCe, Fan 2RU, NCCv2	EXX-000-202 2
1.07	DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001 4
1.08	Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in Module (LS38-C3S-TC-N)	EXG-261-SFP-GE-O 4
1.09	Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001 4
1.10	Auxiliary & Alarm I/O Option Card	EXA-001 2
1.11	Node Protection Card	EXS-001 2

1.12	Node SW License, 1.2 Gbps total Radio Payload Capacity	EZE-08008	2
1.13	Layer 1 Link Aggregation On DAC Ge	EZF-01	4
3.00 ANTENNA SYSTEMS			
3.00 Antennas and Waveguides			
3.01	ANTENNA, 6' DUAL POL 11 GHZ WITH RADOME	DDP6P-3J107BSE	2
3.02	Elliptical Waveguide, 10.2–11.7 Ghz, Standard, Wr90, Per Foot	EW90	550
3.03	Cpr90 Connector, Fixed-Tuned	190SE	8
3.04	Hanger Kit (Kit of 10) 11Ghz	42396A-5	18
3.05	Hardware Kits	31769-1	18
3.06	Ground Bus	GBI1446J	1
3.07	Grounding Kit (24", 2 Hole, Lug Attached) 11, 13Ghz	241088-2	12
3.08	Ldf4.5 Hoisting Grip (29958)	AND-29958	4
3.09	Pressure Window 11Ghz	55001-90	4
3.10	Entrance Panel, Single	204673-1	1
3.11	Flex Waveguide Wr90, 8.2-12.4 Ghz, Cpr90G/Cpr90G, 36 in (F090CCS3, FT16-PVZ-021-021/M900)	FWG-103200-900	4
3.12	Thread Rod Support 12" (305MM) Long, Kit of 5	31771-4	5
3.13	Automatic Dehydrator, 2.0-5.0 Psig, 115/230 Vac, 50/60 Hz, 19" Rack Mount	MT050A-81015	1
4.00 ADDITIONAL EQUIPMENT			
4.01	48 V DC POWER SYSTEM fp2+24/150 2ac 2b2l gmt lvbd	272574/241115.105/236	2
4.02	BATTERY STRING	PRC1235	1
4.03	CONNECTORS/CABLES/HARDWARE	MISC	2

Multi Link Equipment to be Serviced:

The equipment to be serviced is presently installed and operating and consists of:

ITEM	EQUIPMENT LIST DESCRIPTION	PART NUMBER	SYSTEM
			QTY
1.000	Eclipse Microwave Radio		
1.100	IRU 600 V3 11 Ghz		
1.101	IRU600 V3 RFSEC ASSY 2+0 1 ANT MAIN, 2RU, EHP, 11/11 GHZ	EV104-EB-EB- 300	10

ITEM	EQUIPMENT LIST DESCRIPTION	PART NUMBER	SYSTEM
			QTY
1.102	IRU600 V3 RFSEC ASSY 2+0 1 ANT MAIN, 2RU, 11/11 GHZ, MAX 80MHz	EV104-MB-MB- 388	2
1.103	WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135- AA121	6
1.104	WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 2+0/FD, RPTR (RPTR)	179-530135- AA122	5
1.105	WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 2+0/FD, RPTR (RPTR)	179-530135- BB222	1
1.106	EXT BRKT KIT IRU600 2 SHELF (179-530089-001_REV002)	179-530089-001	1
	EXT BRKT KIT IRU600 3 SHELF (179-530089-002_REV002)	179-530089-002	1
1.300	Packet Node - INUe		
1.310	ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	EXX-000-204	7
1.320	KIT BRACKET 2RU	179-530064-001	7
1.330	AUX, ALARM I/O CARD	EXA-001	7
1.340	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	7
1.350	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	24
1.370	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	14
1.430	NODE SW LICENSE, 800 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08007	2
1.440	NODE SW LICENSE, 1.2 Gbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08008	5
1.460	ADAPTIVE MODULATION NODAL RAC60/6X/60E/6XE	EZF-02	2
1.490	LAYER 1 LINK AGGREGATION NODAL ON DAC GE / DAC GE3	EZF-01	7
1.600	Eclipse Accessories		
1.620	CABLE PROT / BRIDGEING GE3, DIRECT FIT, 500mm	037-579461-500	7
1.640	CABLE, ALARM I/O HD15 TO WIREWRAP, 15M	037-579470-015	7
1.660	XCVR ELECTRICAL GIGE SFP	083-845434-001	14

ITEM	EQUIPMENT LIST		SYSTEM
	DESCRIPTION	PART NUMBER	QTY
	W/LOS 3V3 COM (ABCU-5700RZ)		
2.000	Network Management System		
	ProVision NMS - for Eclipse MW		
2.100	Network: Dual/Redundant Servers		
	PROVISION SOLUTION PACK -		
2.101	50 NODES	614-225061-002	1
	STANDBY SERVER - PV		
2.102	SOLUTION PACK - 100 NODES	614-625012-001	1
6.000	Antennas and accessories		
6.010	ANTENNA, 10/11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, DISH (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CPR90G, SINGLE POL., CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 180 KMPH (VHLP3-11W-6WH/A)	AND-VHLP3-11W-6WH	6
6.020	ANTENNA, 10/11 GHZ, 1.2 M (4FT), VALULINE, HPLP REMOTE MOUNT, DISH (STD: WHITE), 10.125-11.700 GHZ, RADOME (STD:GRAY), CPR90G SINGLE POLARIZED, CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH (SURVIVAL), 200 KMPH (OPERATIONAL) (VHLP4-11W-6WH/A)	AND-VHLP4-11W-6WH	2
6.030	ANTENNA, 10/11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, PARABOLIC (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CPR90G, DUAL POL., CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 180 KMPH (VHLPX3-11W-6WH/A)	AND-VHLPX3-11W-6WH	4
6.050	FLEX WAVEGUIDE WR90, 8.2-12.4 GHZ, CPR90G/CPR90G, 36 IN (F090CCS3)	FWG-103200-900	12

ITEM	EQUIPMENT LIST		SYSTEM
	DESCRIPTION	PART NUMBER	QTY
7.000	Wg and accessories		
7.200	11GHz WG		
7.201	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT (EW90-F)	AND-EW90-F	2405
7.202	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN) (EW90INSTALL-KIT)	AND-EW90INSTALL-KIT	12
7.203	HARDWARE-KIT (ONE KIT PER 100FT) (HARDWARE-KIT)	AND-HARDWARE-KIT	12
7.204	SNAP-IN HANGER KIT FOR EW90, KIT OF 10 (EWSH-90)	AND-EWSH-90	50
7.205	VAL EW90 WAVEGUIDE BOOT KIT (BAEW90)	LOC-BAEW90	13
9.000	Waveguide Pressurization system		
9.010	DEHYDRATOR,8 CFH,3PSI,120/240V,50/60HZ (MT050C)	AND-MT050C	7
9.030	DISTRIBUTION MANIFOLD 4 PORT, WALL MNTBL, 0-15.0 PSIG, 25FT TUBING PER PORT (6600D-4)	AND-6600D-4	7
10.000	48VDC Power Plant		
10.010	DC SYS FP2-48/150A 2B 4L LVBD 2AC (225840)	LOC-225840	7
10.020	FP2 HE RECTIFIER 2000W 48V, 85-300 VAC INPUT RANGE (241115.105)	LOC-241115.105	14
10.030	BLIND PNL FP2 HE BLK G1 (236408)	LOC-236408	14
10.040	LINE CORD, 10 FT, 12AWG, UU (STRIP) TO UU (LU1012-UU)	LOC-LU1012-UU	14
10.050	48V 125AH 12V125F ENERSYS BATT SET, 19" (502877)	LOC-502877	2
10.070	BREAKER, 50 AMP, 1 POSITION AUX 5/16 BULLET (502660)	ELT-502660	14
10.090	ELT-BATT DCONN BRKR 100A (502666)	LOC-502666	4
10.100	KIT CABLE BATTERY 100A (259576)	LOC-259576	4

System Verification:

Site visits for the potential Contractor to verify the equipment included in the system will be arranged as requested. By submitting a proposal, the Contractor is verifying that he understands the existing system.

Place of Service:

Equipment is to be serviced at its location. If servicing requires removal of the equipment to the Contractor’s shop, the Contractor shall be available, through the original equipment manufacturer, for availability of exchange assemblies to facilitate the repair of defective assemblies.

Standard of Service:

The Contractor will have a working knowledge of Aviat Eclipse products, ProVision software and shall service all equipment at a level that will provide reliable communications. Contractor to be Approved/Authorized to sell, support, and service Aviat Radio Equipment and must provide a letter attesting to this with its response to the RFP. All service and adjustments shall restore the equipment to original manufacturer’s operating levels as follows:

1. Standard Coverage: Principal period of maintenance is seven (7) days per week, twenty-four (24) hours a day.
2. Response Time:
 - a. Telephone response will be made by a service engineer within one (1) hour from the time the trouble is reported to determine the nature of the problem.
 - b. Site response by a service engineer will be twenty-four (24) hours for minor (non-service interrupting) troubles and four (4) hours for major (service interrupting) troubles from the time the trouble is verified by an engineer via telephone.
3. Spare Part Support: The Contractor will be responsible for all repair/replacement costs required to maintain the customer’s spare inventory for the system, which consists of the following items:

Single Link:

Description	Part Number	Quantity
Rfu, Hp, IRU600, 11 Ghz Lb, 10700-11200 Mhz	ERH-111-001	1
Rfu, Hp, IRU600, 11 Ghz Hb, 11200-11700 Mhz	ERH-112-001	1
Auxiliary & Alarm I/O Option Card	EXA-001	1
Fan Card Mk2	EXF-002	1
INUe, 2RU Fan Card	EXF-101	1
Node Controller Card, Serial Mgmt, Version 2	EXN-002	1

Description	Part Number	Quantity
DAC Ge, Gigabit Ethernet V2	EXD-180-002	1
RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	1
Node Protection Card	EXS-001	1
DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	1
Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in MODULE (LS38-C3S-TC-N)	EXG-261-SFP-GE-O	1
Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	1
Rectifier Module, HE	241115.105	1

Multi Link:

Description	Part Number	Quantity
RFU, EHP, IRU600v4 IF TR, 11 GHz, 10700-11700 MHz	ERE-ABB-400	1
Rectifier Module, FLATPACK2 High Efficiency, 2000 Watts, -48 VDC Output, 85-300 VAC Input Range	ELT-241115.105	2
FLATPACK2 Power System, Rear Wire, 168 Amp Max, -48 VDC Output, 150 Amp, 19", 2 RU, Mid Mount, Dual AC Feeds	ELT-225840	1
Eclipse, Intelligent Node Unit 2RU, INC IDCE, Fan, NCCV2, High Output	EXX-000-204	1
Aux, Alarm I/O Card	EXA-001	1
Node Protection Card, High Output	EXS-002	1
RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	1
DAC GE3 Gigabit Ethernet Switch Card	EXD-181-002	1
RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10500-11700 MHz	ERM-ACC-400	1
WG Ext Kit IRU600 V3 11GHz SH3-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC221	1

4. Planned Maintenance:

- a. The Contractor will perform two (2) complete system checkups per year. The Contractor must supply an appropriate checklist which must be approved by the Erie County Water Authority for each checkup.
 - b. Miscellaneous additional work will only be performed upon approval from the Erie County Water Authority. A proposal indicating Scope of Work and Estimated Cost will be required and prior approval from the Erie County Water Authority is required.
5. Security:
- a. The Contractor selected to provide services represents and warrants that it will employ security measures for the Authority's information and systems that equal or exceed the security measures for the vendor's own information and systems. The vendor selected to provide services represents and warrants that cybersecurity practices follow a risk-based compliance framework like the NIST Cybersecurity Framework, ISO's cybersecurity standards or CIS Critical Security Controls.
 - b. The vendor selected to provide services may be requested to provide documentation of their information security programs to the Authority.

Parts and Materials Costs

The Contractor shall provide Aviat Eclipse products or equivalent repair parts for all parts which fail to operate as a result of age or normal wear and usage, which are not included in the Spare Part Support Section above.

Parts and materials not identified under Spare Part Support above will be paid for by the Erie County Water Authority. Prior written notification and approval from the Erie County Water Authority will be needed before service is performed. The Contractor shall provide copies of parts and material invoices with their bills.

Right to Subcontract

The Contractor shall not have the right to subcontract the whole or any part of this service contract unless written permission is first obtained from the Water Authority.

Payment

The Contractor shall, on the first day of each year under this contract, invoice the Erie County Water Authority for Items 2 and 3 in the Proposal Requirements in advance in accordance with the annual charge agreed upon in this contract.

All labor and parts charges not covered by this contract shall be invoiced at the time these charges are incurred. Invoices shall show dates, nature of charge and identification of locations involved.

Contract Period

The contract period will be January 1, 2022 through December 31, 2024 (three years). If the Erie County Water Authority and the Contractor mutually agree to continue this contract after December 31, 2024, it shall be extended for not more than one 1-year on the same terms and conditions provided for in the proposal. The Contractor shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this contract.

Service Vendor Qualifications:

The Contractor must have been engaged in the service of this type of microwave equipment regularly for at least four (4) years prior to bid opening.

Notices to Proposers

1. All parts and materials supplied under this contract shall be new and unused.
2. All replaced parts and materials shall be removed from the work site and disposed of using proper disposal methods.

Detailed information regarding the service locations and equipment will be made to interested contractors. Prior to obtaining such spreadsheets, the contractor will be required to sign a confidentiality agreement with the Authority as these documents relate to its critical infrastructure. The Confidentiality Agreement is included as Attachment 1 to this RFP.

INFORMATION REQUESTS

All questions and requests for information are to be directed to the designated Authority Contact Person, in writing, Lavonya Lester, Director of Administration (email: llester@ecwa.org), in accordance with New York State Finance Law §§139-j and 139-k.

PROPOSAL REQUIREMENTS

Proposals are to be submitted in letter format and be concise, specific and straightforward. All pertinent information is to be contained in the proposal. The use of artwork, special covers, and extraneous information in the proposals is discouraged and will be looked upon negatively. Proposals are to remain valid for a period of 90 days.

The proposal is to address the following:

- | | |
|---------|---|
| Item 1: | Qualifications and related experience of the firm. |
| Item 2: | Annual Fee for service on both the Single Link system and Multi Link system (24 hours per day, 7 days per week coverage). Service shall be for the period from January 1, 2022 through December 31, 2024. |

- Item 3: Annual Fee for spare part support.
- Item 4: Hourly rate and other applicable charges for miscellaneous additional work, including work.
- Item 5: Completed Required Forms regarding Public Authority's Law §§ 2875, 2876, and 2878, State Finance Law §§139-j and 139-k and Unlawful Discriminatory Practices (pp. 13-24)
- Item 6: Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pp. 25-26)

Proposals will be accepted until 4:00 p.m. on Friday September 24, 2021. Five hard copies of the proposal and one digital .pdf file (on a USB flash drive) are to be delivered to Erie County Water Authority, 3030 Union Road, Cheektowaga, NY 14227 to the attention of Mr. Jeffrey C. Schlierf, Acting Manager of Information Technology. Proposals received after this time will not be considered and will be returned unopened. All proposals being mailed (including Federal Express, UPS, Priority Mail, etc.) or hand delivered shall be directed to the attention of Mr. Schlierf in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“PROPOSAL – MICROWAVE RADIO MAINTENANCE SERVICES.”**

EVALUATION AND SELECTION:

All proposals will be evaluated by an in-house committee comprised of Authority personnel familiar with the Authority's communication system requirements. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above.

The issuance of this request for proposal constitutes only an invitation to present response from potential parties. The Erie County Water Authority and the RFP review and selection committee reserve the right to determine in their sole discretion, whether any aspect of the proposal satisfactorily meets the criteria set forth in this Request for Proposal. The Erie County Water Authority and its committee reserves the right to seek additional information and clarifications as well as financial information from the respondents submitting a proposal. The Authority reserves the right to negotiate with any respondent submitting a response, and the right to reject any or all responses with or without cause, in the event that the RFP is withdrawn by the Erie County Water Authority for any reason. The Erie County Water Authority shall have no liability to any respondent for any costs or experiences incurred in connection with this Request for Proposal or otherwise.

The Authority desires to enter a service contract that will be executed pending successful negotiation with the selected vendor and authorization by the Authority Board of Commissioners. If an agreement cannot be negotiated within fifteen (15) days of notification to the designated respondent, the Authority may terminate negotiations with that respondent and negotiate an agreement with another respondent of its choice. The Authority will require that the selected vendor execute a Confidentiality & Non-Disclosure Agreement as part of the service contract.

All vendors submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by October 15, 2021, and that an agreement will be executed by January 1, 2022.

NON-COLLUSIVE BIDDING CERTIFICATION
as mandated by Public Authority Law § 2878

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent 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 or proposal 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/respondent or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and
- (3) No attempt has been made or will be made by the bidder/respondent 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____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE No. _____

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

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

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

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

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

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

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

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state

or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact 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 conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____

Title: _____

CONTRACT TERMINATION PROVISION

Instructions:

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

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**OFFERER’S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

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

Offerer Statement:

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

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

By: _____ Date: _____

Name: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

INSURANCE REQUIREMENTS
REQUEST FOR PROPOSALS
MICROWAVE RADIO MAINTENANCE SERVICES
Project No. 202100087

Insurance specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

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

f. Technology Professional Liability (Including Cyber Liability*)

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

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

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

ACORD 25 including copy of Additional Insured Endorsement

Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

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

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

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

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

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

ATTACHMENT 1

Project No. 202100087

CRITICAL INFRASTRUCTURE CONFIDENTIALITY NONDISCLOSURE AGREEMENT

The Erie County Water Authority operates a federally-designated critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians.

In accordance with federal and state law, the Authority has designated certain records relating to its critical infrastructure as confidential, security protected information, not subject to public disclosure.

The Authority will only share such confidential records if a third-party prospective consultant, contractor, or subcontractor (the "Recipient") agrees to sign a confidential agreement, protecting such information and data from public disclosure. By signing this Critical Infrastructure Confidential Nondisclosure Agreement, the Recipient agree to the following:

- A. All information provided by the Authority, or used in preparation of a proposal to the Authority, or contained in any submitted proposal, is considered confidential. The Recipient shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the preparation of a proposal including but not limited to information relative to any documents related to the Authority's critical infrastructure.
- B. The Recipient shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of the Recipient's own proprietary information. The Recipient shall use confidential information only in the preparation of its proposal. No other use of the confidential information whether for the Recipient's benefit or for the benefit of others shall be permitted.
- C. In no event is the Recipient authorized to disclose confidential information without the prior written approval of the Authority.
- D. The terms of this Confidential Agreement shall remain in effective and will bind the Recipient so long as the Recipient retains such information.

E. The Recipient will immediately notify the Authority if the Recipient is served with any legal notice including a court order seeking to compel the Recipient to disclosure such information.

For purposes of this Confidential Agreement, a “critical infrastructure” means systems, assets, places, or things, whether physical or virtual, so vital that the disruption, incapacitation or destruction of such systems, assets, places, or things could jeopardize the health, safety, welfare or security of residential, commercial, and industrial users who are serviced by the Authority.

By: _____ Date: _____

Name: _____

Title: _____

Company: _____