



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

To: Terrence D. McCracken, Secretary to the Authority

From: Dave W. Aubertine, Director of Cybersecurity and IT

Subject: Request for RFP Award and Execution

The Erie County Water Authority issued a Request for Proposals (RFP) for Printer Consolidation and Managed Print Services (Project No. 202200193) and based upon the responses received made a recommendation to award to United Business Systems at the December 2022 board meeting on 12/15

The Information Technology, Legal and Central Purchasing Departments have collaborated with UBS to draft a 5-year leasing agreement to meet the requirements outlined in the RFP. The leasing agreement has a monthly cost of \$3,380.08 plus an annual cost of \$1,080.00 for scanner maintenance. Additional charges will be applied based upon monthly equipment meter readings at the following cost per page:

- Black and White Printer Cost Per Page: \$ 0.0120
- Color Printer Cost Per Page: \$ 0.0850
- Black and White Copier Cost Per Page: \$ 0.0080
- Color Copier Cost Per Page: \$ 0.0600

The Information Technology, Legal and Central Purchasing Departments have reviewed the documents and are requesting execution/signature by the Chairman. Upon execution the Information Technology will work with UBS to deploy the new equipment.

Budget Information:

Unit: 8525

O&M Line 68 PCs and Peripherals

DWA:dwa

Attachment

cc:

R.Stoll

J. Tomaka

L.Kowalski

L.Lester,

T.McCracken

M.Carney

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

Contract:

Project No.: 202200193

Project Description: Printer Consolidation and Managed Print Services

Item Description:

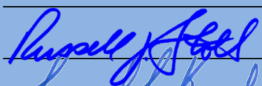


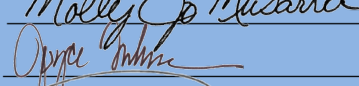


- | | | | |
|--|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT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

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|---|-------------------------|
| <input type="checkbox"/> Other (if Applicable) | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: <u>5/4/2023</u> |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: <u>05/04/2023</u> |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: <u>05/04/2023</u> |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: <u>5/9/2023</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: <u>05/04/2023</u> |
| <input checked="" type="checkbox"/> Legal |  | Date: <u>5/8/2023</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|---|-------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>05/15/2023</u> |
|--|---|-------------------------|

Remarks: IT recommended to award to UBS on 12/15/22. This is a request to officially award and execute leasing agreement and SOW for implementation.

Resolution Date: _____

Item No: _____

**MANAGED PRINT SERVICE CONTRACT
FOR SERVICES RELATING TO FURNISHING AND DELIVERING EQUIPMENT,
SUPPLIES, AND PARTS FOR PRINTERS, COPIERS, SCANNERS AND PLOTTERS**

This Agreement, effective May 25, 2023 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

UNITED COPIER & BUSINESS SYSTEMS, INC.,

doing business as United Business Systems

316 Seneca Street
Buffalo, New York 14204-2000

hereinafter referred to as “UBS.”

The Authority seeks to enter into a contract with UBS for furnishing and delivering equipment, supplies and support services upon the terms and conditions stated in this Agreement.

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Authority has sought proposals from various qualified vendors to develop, and manage a plan for printing, copying, scanning, faxing and other related services for its 244 employees working from four locations. In response to that request for proposals and in consultation with Authority personnel, UBS has developed and will implement a plan to manage these print services for the Authority and its authorized users (referenced as the “Managed Print Service Plan”).

1.02 The Authority and UBS have agreed to formalize the Managed Print Service Plan, by entering into this Agreement, establishing the terms and conditions for the furnishing and delivering of equipment, supplies and parts and the level of service for which UBS will provide to ensure all equipment, specified in ¶2.01 of Article 2 of this Agreement, will consistently achieve the manufacturer’s performance expectation.

1.03 This Agreement shall remain in effect from August 1, 2023 through July 31, 2028.

ARTICLE 2 – SCOPE OF SERVICE

2.01 **Deployment of Equipment:**

- A. In accordance with its Managed Print Service Plan, UBS will replace the Authority's entire fleet of printers, copiers, scanners, and other print devices with the following new equipment (collectively, referenced as the EQUIPMENT):

Qty	Manufacturer	Model with Link to Appendix A Data Sheets
1	Lanier	IM3500
1	Canon	imagePROGRAF TX 3100 MFP Z36 with Stacker
11	Lanier	IMC3000
3	Canon	DR-6010C Scanner
2	Lanier	IMC4500
1	Lexmark	M3250 (32 PPM Printer)
4	Lexmark	C2240 (26 PPM Color Printer)(Networked)
22	Lexmark	C2326 (26 PPM Color Printer)(Non-Networked)

- B. UBS is an authorized dealer for the manufacturers identified in ¶2.1 of this Article. UBS agrees to maintain its status as an authorized dealer during the terms of this Agreement.
- C. UBS will purchase the EQUIPMENT directly from the manufacturer. UBS understands and agree such EQUIPMENT shall be purchased new and leased back to the Authority during the terms of this Agreement.
- D. UBS is the owner of and will hold title to the EQUIPMENT throughout the term of this Agreement.
- E. The parties agree to keep the EQUIPMENT free of all liens and encumbrances during the terms of this Agreement.

2.02 **Equipment Performance Standards:**

- A. In consultation with Authority personnel, UBS has selected EQUIPMENT with the same or greater capacity and functionality as the Authority-owned fleet of printers, copiers,

scanners, and other print devices, which will be replaced by the EQUIPMENT selected by UBS in accordance with the Managed Print Service Plan.

B. UBS warrants to the Authority that the EQUIPMENT will continue to perform throughout the term of the Agreement in accordance with the manufacturer's performance expectations, as described in the data sheets for each piece of EQUIPMENT, which are attached to, and incorporated in, this Agreement as Appendix A, subject to the following conditions:

1. The Authority shall require all employees, who have been identified as key-operators or who will be responsible for removing jams, addressing minor problems, reporting problems, or initialing service calls, to complete a training course offered by UBS prior to their use of such EQUIPMENT;
2. All EQUIPMENT will be maintained, repaired, serviced by UBS or its authorized employees or agents. The Authority agrees that no third-party vendor will be permitted to service the EQUIPMENT;
3. Except for paper and staples, all OEM consumable supplies and parts should be acquired through UBS;
4. EQUIPMENT malfunctions due to misuse caused by
 - improper voltage, or problems resulting from overloaded or improper circuits,
 - lack of adequate electrical power, air conditioning or humidity control,
 - damage caused by non-UBS representatives in moving or relocating the EQUIPMENT,
 - the use of supplies or parts installed by non-UBS representatives, which do not conform to the manufacturer's specifications for such installed EQUIPMENT,
 - any software, system support or related connectivity caused by Authority personnel or its agents, or
 - failure to operate the EQUIPMENT in accordance with the manufacturer's instructions or operating manual.

- C. If a piece of EQUIPMENT is out-of-service once or more during any monthly billing cycle for more than 48 consecutive hours, then the Authority will be entitled to the following adjustments to the monthly all-inclusive service fee associated with said EQUIPMENT for each occurrence with such adjustments to be made in the following billing cycle invoice:

≥ 48 hours, but ≤ 96 hours = 15% adjustment to monthly service fee for said EQUIPMENT

≥ 96 hours, but ≤ 120 hours = 25% adjustment to monthly service fee for said EQUIPMENT

- D. Subject to the conditions set forth in ¶2.02(B) of this Agreement, if a piece of EQUIPMENT has more than three service calls within a one-month period, UBS agrees to replace the EQUIPMENT with a model of equal or greater value with the equivalent configurations and functionality.

2.03 Loaning of Equipment:

- A. When a piece of EQUIPMENT is out-of-service for a period of 48 or more hours because a part is out-of-stock in the UBS inventory, UBS will loan another piece of equipment until the originally installed EQUIPMENT is operational.
- B. If the loaner is delivered and operational within 48 hours of the service call, then no adjustment pursuant to ¶2.02(B) will be made to the monthly all-inclusive service fee associated with the originally installed EQUIPMENT.
- C. The originally installed EQUIPMENT will, however, be chargeable for one service call, as prescribed by ¶2.02(D), if it has been out-of-service for any period of time.

2.04 Equipment Removal or Relocation:

- A. UBS has agreed to move the Authority's entire fleet of used printers, copiers, scanners, and other print devices to the Union Road Service Center free of charge. The Authority will be responsible for disposing of this used devices.
- B. If during the term of the Agreement, the Authority request UBS to move or relocate EQUIPMENT, the Authority will pay for the actual cost incurred by UBS for moving or relocating such EQUIPMENT, including any administrative costs or overhead incurred by UBS for moving or relocating such EQUIPMENT.
- C. At the end of the term of this Agreement, UBS will remove all EQUIPMENT from Authority premises at its own expense.

2.05 PaperCut MF Software:

- A. In accordance with its Managed Print Service Plan, UBS will acquire 14 software licenses for PaperCut MF. After acquiring the software licenses, UBS will install and set-up the PaperCut MF software on the following EQUIPMENT:
 - 1. Lanier IM3500
 - 2. Canon imagePROGRAF TX 3100 MFP Z36 with Stacker
 - 3. Lanier IMC3000
 - 4. Lanier IMC4500

- B. UBS warrants to the Authority that installation of the PaperCut MF software is compatible with the imageWARE software installed by the manufacturer to operate EQUIPMENT listed in ¶2.05 (B).
- C. Costs associated with acquiring the licenses for the PaperCut MF software has been included in the monthly lease and service fees listed in ¶ 4.01.

2.06 Training:

- A. Prior to installation of the EQUIPMENT, UBS shall train Authority personnel on the use of the EQUIPMENT.
- B. UBS and the Authority shall offer training to all authorized EQUIPMENT users.
- C. UBS shall conduct training sessions in conference rooms at two locations: the Ellicott Square Building, Room 350 (accommodating up to 20 people) and the Union Road Service Center (accommodating up to 30 people).
1. In each conference room, the Authority will provide an overhead screen and network access.
 2. Training sessions will be approximately 30 minutes and scheduled on a date convenient to both parties. Sessions will be run for the entire day at each location until all applicable Authority personnel have been trained.
 3. UBS will setup the training room with EQUIPMENT and conduct a live screen demonstration on the use of EQUIPMENT to be installed.
 4. UBS grants the Authority permission to record any of the training sessions for purpose of rebroadcasting the session to Authority personnel in the future.
 5. The following specific topics will be covered in each training session:
 - Equipment overview/demonstration
 - Power Source
 - Paper Source including drawer setup
 - Basic panel functions (e.g., start/stop, clear vs. reset, interruption, energy saver, use of ID cards)
 - Hands-on operating training
 - Supply/toner replenishing instructions and jam removal
 - Error code identification
 - Misfeed removal and tips
 - Features relating to Operator Panel Usage
 - Basic Maintenance and Care
 - Instructions on replacing toner and staples

- Touch Panel Features and Settings
 - Special features on specific devices
 - Costs relating to BW and color copies
 - Placing service calls and ordering supplies
 - Question and Answer period
6. After the initial, pre-installment training is complete, the Authority will provide a list of names of Authority personnel designated as the key-operators of each of the four locations where equipment will be deployed.
- D. Within two weeks of installation, UBS will follow-up with each key-operator at each location about any questions relating to use and operation of the EQUIPMENT. Authority personnel will also be able to email questions or concerns relating to the use and operation of any EQUIPMENT to UBS at the following email address: pnapolitano@ubswny.com.
- E. Upon the Authority's request to the UBS client manager, UBS will provide future training on an as-needed-basis at no additional costs.

2.07 Repair and Maintenance:

- A. UBS agrees that the all-inclusive monthly service fee for each piece of EQUIPMENT includes costs associated with care, repair, and preventative maintenance of the EQUIPMENT.
- B. UBS shall assign a primary field technician, as well as a secondary field technician to perform on-site service relating to care, repair, and preventative maintenance of the EQUIPMENT.
- C. UBS shall respond to all service calls placed by Authority personnel within one-hour. If on-site service is required, a field technician will report to the appropriate site to service the EQUIPMENT within four-hours of the placement of the service request.
- D. Field technicians will have access to parts and supplies within their service van to resolve and fix such EQUIPMENT.
1. If, however, the field technician needs to order a part, the technician will obtain the part from the closest UBS office or warehouse facility.
 2. If the part cannot be obtained from a UBS office or warehouse facility, the technician will order the part for overnight delivery. All overnight delivery orders must be placed by 3:45 pm for next day delivery.

ARTICLE 3 –DELIVERY & INSTALLATION

3.01 UBS shall deliver and install all EQUIPMENT on or before August1, 2023 (“Delivery Date”)

3.02 For the period between the Effective Date of this Agreement and the Delivery Date (“Pre-Installation Stage”), UBS shall schedule a pre-installation meeting with Authority personnel for the purpose of collecting and gathering necessary data and documentation including, but not limited to,

- A. Network and device configuration data,
- B. Point of contact information for delivering, installing, and servicing EQUIPMENT at each location,
- C. Specific priorities or guidelines of the Authority relating to delivering, installing, and servicing EQUIPMENT, and
- D. Identifying the location and equipment needs for training sessions with Authority personnel.

3.03 During the Pre-Installation Stage, UBS will review and consult with Authority personnel on a design implementation plan. The Authority’s Director of Administration will be responsible for reviewing and approving this plan prior to scheduling the start of implementation.

3.04 The parties agree the prices quoted in this Agreement include equipment delivery and are to be considered FOB to the point of delivery.

- A. Delivery Locations: UBS will deliver the following EQUIPMENT to the following locations:
 - 1. **ECWA Service Center** location at 3030 Union Road, Cheektowaga, New York 14227:
 - One (1) Lanier IM3500 (Instrumentation Unit)
 - One (1) Canon imagePROGRAF TX 3100 MFP Z36 with Stacker (Engineering Department)
 - Four (4) Lanier IMC3000 (File Room, Dispatch, Customer Service, Design)
 - One (1) Lanier IMC4500 (Copy Room)
 - Two (2) Lexmark C2240 (Networked) (Meter Shop and Aiple)

- Eight (8) Lexmark C2326 (Non-Networked) (McCracken, Barrett, Wymer, Kowalski, Stoll, Lester, Catanzaro and Mechanic Office)
2. **Ellicott Square Building** located at 295 Main Street, Room 350, Buffalo, New York 14203:
- Five (5) Lanier IMC3000 (Customer Service [2], Cash Manager, Legal, Clerical)
 - One (1) Lanier IMC4500 (Copy Room)
 - One (1) Lexmark C2240 (Networked) (Claims)
 - One (1) Lexmark M3250 (32 PPM Printer) (Customer Service)
 - Three (3) Canon DR-6010C Scanner (Billing, Accounts Payable, File Room)
 - Thirteen (13) Lexmark C2326 (Non Networked)(Tomaka, Brown, Harris, Boughton, McCracken, Schad (2), LaGree, Iannello, Carney, Fabozzi, Hassett, Stepanik
3. **Sturgeon Point Water Treatment Plant**, 722 Sturgeon Point Road, Derby, New York 14047:
- One (1) Lanier IMC3000
 - One (1) Lexmark C2240 (Networked)
4. **Van de Water Treatment Plant**, 3750 River Road, Tonawanda, New York 14150:
- One (1) Lanier IMC3000
 - One (1) Lexmark C2326 (Non-Networked) (Patton)

B. All deliveries will be made on a weekday between 9:00 a.m. and 3:00 p.m.

3.05 UBS guarantees to the Authority the price offered for equipment, materials and supplies will be no higher than those offered to any other governmental entity buying the same quantities under substantially similar terms.

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

ARTICLE 4 – SERVICE CHARGES & PAYMENT TERMS

4.01 UBS agrees to lease and service EQUIPMENT at the all-inclusive unit price set forth below:

Qty	Model	Monthly Lease Rate	Total Monthly Rate
1	Lanier IM3500	\$ 180.54	\$ 180.54
1	Canon imagePROGRAF TX 3100 MFP Z36 with Stacker	\$ 350.10	\$ 350.10
11	Lanier IMC3000	\$ 161.82	\$ 1,780.02
3	Canon DR-6010C Scanner	\$ 19.76	\$ 59.28
2	Lanier IMC4500	\$ 275.20	\$ 550.40
1	Lexmark M3250 (32 PPM Printer)	\$ 26.90	\$ 26.90
4	Lexmark C2240 (26 PPM Color Printer) (Networked)	\$ 23.29	\$ 93.16
22	Lexmark C2326 (26 PPM Color Printer) (Non-Networked)	\$ 15.44	\$ 339.68
Total Monthly Lease Investment with PaperCut			\$3,380.08
Customer Care Service Agreement			Included
Scanner Service Plan (per system)			\$360.00/annually

2.02 Each EQUIPMENT will have a meter recording the number of copies printed. The Authority will agree to pay the following:

- Black and White Printer Cost Per Page \$ 0.0120
- Color Printer Cost Per Page \$ 0.0850
- Black and White Copier Cost Per Page \$ 0.0080
- Color Copier Cost Per Page \$ 0.0600

2.03 UBS will submit monthly invoices, showing the lease and service charges for each class of EQUIPMENT, and the charges relating to per-page costs for copies. Upon receipt of a properly submitted invoice, the Authority will remit payment within 45 calendar days.

2.04 UBS agrees and understands the Authority will not pay interest or late charges.

ARTICLE 5 – COMPLIANCE

5.01 The Authority and UBS shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures. The Authority will provide UBS with all applicable Authority policies and procedures relating to procurement vendors.

5.02 UBS shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York

5.03 Together with this Agreement, UBS has signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix B.

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

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

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

ARTICLE 6 – GENERAL PROVISIONS

6.01 **Subcontract and Assignments:** UBS may not subcontract or delegate any of the obligations of UBS without the express written consent of the Authority. The Authority and UBS bind themselves and their successors, administrators and assigns to the terms of this Agreement. UBS shall not assign, sublet, or transfer its interest in the Agreement without the written consent of the Authority.

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

6.03 Insurance:

- A. The Authority will provide and maintain at its expense (a) property insurance against the loss, theft, or destruction of, or damage to, the EQUIPMENT for its full replacement value, naming UBS as the loss payee. The Authority will provide UBS with certificates of insurance when requested. If, when requested by UBS, the Authority fails to give UBS evidence of such insurance, UBS has the right, but not the obligation, to obtain insurance covering its interest for the term of the Agreement and may add the costs of acquiring and maintaining such insurance to the amount due from the Authority under this Agreement.
- B. UBS agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.

UBS agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.

UBS agrees to provide Certificates of Insurance certifying the coverage required by this provision.

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

6.04 Indemnification:

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

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

6.06 Additional Conditions: UBS and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of equipment, supplies, or parts to be furnished. The parties agree to negotiate in good faith to reach an agreement as to such additional terms.

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

6.08 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or UBS, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that UBS shall remain an independent contractor responsible for its own actions. UBS is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

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

6.11 Gratuities, Illegal or Improper Schemes:

- A. UBS shall prohibit its employees and its authorized agents from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. UBS, its employees, and authorized agents shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the

conduct of their duties, extend any gratuity or special favor to employees or agents of the Authority.

- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by UBS, its agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that UBS engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the selection process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

6.12 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 7 – SEVERABILITY

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

ARTICLE 8– TERMINATION

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

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

**UNITED COPIER & BUSINESS SYSTEMS,
INC. D/B/A UNITED BUSINESS SYSTEMS**

By _____
Cheryl Kerling, Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2023, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2023, before me personally came CHERYL KERLING, to me known, who, being by me duly sworn, did depose and say that she resides in _____, New York, that she is the Chief Executive Officer of the Corporation described in the above instrument; and that she signed her name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

MANUFACTURERS PRODUCT INFORMATION AND DATA SHEETS



PROPOSED SOLUTION

Lanier IM3500

KEY FEATURES & BENEFITS

- Up to 35 ppm in monochrome
- Up to 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch customizable Smart Operation panel with full internet browser capability
- Standard interface: Ethernet 10 base-T/100 base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B
- Standard duplexing for effortless two-sided prints
- Base model dimensions: 23W X 26D X 38H inches
- Internal Finisher SR3250 (500 Sheet)
- Paper Feed Unit PB3300 (550 x 2)
- Single Pass Feeder
- PaperCut Gen3+ MEAP License
- Surge #150;120V 15 amp
- MiCard PLUS SC
- Instrument Department



The Lanier IM3500 is an A3 monochrome multifunction device with the ability to print, copy, scan, and fax. Suitable for organizations of all sizes across multiple industries, the entire range enables more streamlined and efficient document workflows to adapt to changing office requirements. It features Always Current Technology, which makes it a scalable device easily connected to cloud services, new applications, and upgrades. A wide range of finishing options are available, including internal and booklet finishers.



PROPOSED SOLUTION

Lanier IMC3000

KEY FEATURES & BENEFITS

- Up to 30 ppm in monochrome or color
- Up to 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch Smart Operation Panel
- Ethernet 10 base-T/100base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B
- 220 sheet automatic reversing document feeder for effortless two-sided prints
- Base model dimensions: 23W x 27D x 37.9H inches
- Fax Option Type M37
- Internal Finisher SR3250 (500 Sheet)
- IPDS Unit Type M37
- Memory Unit Type M37 4GB
- Paper Feed Unit PB3280 (550 x 2)
- PostScript3 Unit Type M37
- Surge #150; 120V 15 amp
- PaperCut Gen3+ MEAP License
- Clerical,File Room,Dispatch,Design,Customer Service (2 Systems) Cash Manager,Legal,Accounts Payable, Sturgeon Point, Van DeWater



The IMC3000-LS is an A3 color multifunction device with the ability to print, copy, scan, and fax. Designed for small offices and work groups, this machine uses technology that is scalable, secure, and simple to use. Users may access downloadable software and applications and scan directly to email and dedicated network folders.



PROPOSED SOLUTION

Lanier IMC4500

KEY FEATURES & BENEFITS

- Up to 45 ppm in monochrome or color
- Up to 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch Smart Operation Panel
- Ethernet 10 base-T/100base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B
- 220 sheet automatic reversing document feeder for effortless two-sided prints
- Base model dimensions: 587W x 685D x 788H mm
- Fax Option Type M37
- Internal Finisher SR3250 (500 Sheet)
- IPDS Unit Type M37
- LCIT PB3290
- Memory Unit Type M37 4GB
- PaperCut Gen3+ Meap License
- Paper Feed Unit PB3280 (550 x 2)
- Surge # 150;120V 15 amp
- Copy Room in both Ellicott Sq. and Service Center



The IM C4500-RL is an A3 color multifunction device with the ability to print, copy, scan, and fax. Designed for small offices and work groups, this machine uses technology that is scalable, secure, and simple to use. Users may access downloadable software and applications and scan directly to email and dedicated network folders.



PROPOSED SOLUTION

Canon imagePROGRAF TX-3100 MFP Z36 w/ Stacker

KEY FEATURES & BENEFITS

- Up to 3.2 ppm A1/CAD in monochrome or color
- Up to 2400 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the color touch screen display panel
- Standard interface: USB A Port: USB Memory Direct Print for JPEG/PDF files USB B Port: Built-in Hi-Speed USB Ethernet: 10/100/1000 base-T Wireless LAN: IEEE802.11n/IEEE802.11g/IEEE802.11b
- Base model dimensions: 1056W X 199D X 118H mm
- Multifunction Roll Unit Installation
- Multifunction Roll Unit RU-32
- TX Printer Installation
- Engineering Department



The imagePROGRAF TX-3100 is a 36-inch multifunction wide format inkjet printer with the ability to print and scan. It includes a compact Z36 scanner and enhanced media handling with borderless printing and workflow solutions. It is designed for poster and CAD production businesses, with professional security features and a 5-color advanced ink process. It features automatic media switching with front accessibility and a dual roll option. This model includes a stacker unit.



PROPOSED SOLUTION

Canon Canon DR-6010C

KEY FEATURES & BENEFITS

- High speed color scanning - 60 ppm at 200 300dpi
- Front-Feed design straight paper path option
- Large 100 sheet feeding
- Energy efficient
- Advanced image processing
- Robust - duty cycle of 7500 scans/day
- Bundled Capture Perfect
- 2 Systems -Billing and A/P



The imageFORMULA DR-6010C departmental scanner delivers high speed reliable document handling and high quality images in a small package. Flexibility rich features and ease-of-use help maximize return on investment at all levels of the business system. The DR-6010C was developed to offer another option for decentralized capture scanning needs.



M3250

Reliability. Security. Performance.



M3250 with optional trays



This is a Class A device according to the FCC Rules and international electromagnetic emissions standards. This device is not intended for use in residential or domestic environments due to potential interference to radio communications.

Lexmark M3250

The Lexmark M3250 prints up to 50 pages per minute* and offers the convenience and versatility of e-Task, superior print quality, enhanced security, lower energy consumption and built-in durability. Maximize printing performance with a 1-GHz dual-core processor, 1 GB of memory and optional hard drive.



Get more done

- ▶ Get up to 50-page-per-minute printing.
- ▶ Tackle your printing workload with the power of a 1-GHz dual-core processor, 1 GB of memory and optional hard drive.
- ▶ Intuitive 4.3-inch color touch screen offers smooth, tablet-like interaction.

Ready when you are

- ▶ Long-life fuser and imaging components extend uptime.
- ▶ Unison™ Toner replacement cartridges deliver up to 21,000 pages** of high-quality printing.
- ▶ Maximum input capacity of 2300 pages means fewer interruptions.
- ▶ Durable metal frame is designed for longevity.

Robust, built-in security

- ▶ Lexmark's full-spectrum security architecture helps keep your information safe—on the document, the device, over the network, and everywhere in between.
- ▶ A range of embedded features harden device against attacks.
- ▶ Go beyond standard Confidential Print with optional security solutions like Print Release.
- ▶ Keypoint Intelligence - Buyers Lab honored Lexmark with a prestigious BLI PaceSetter award for Document Imaging Security***.



Built for planet earth

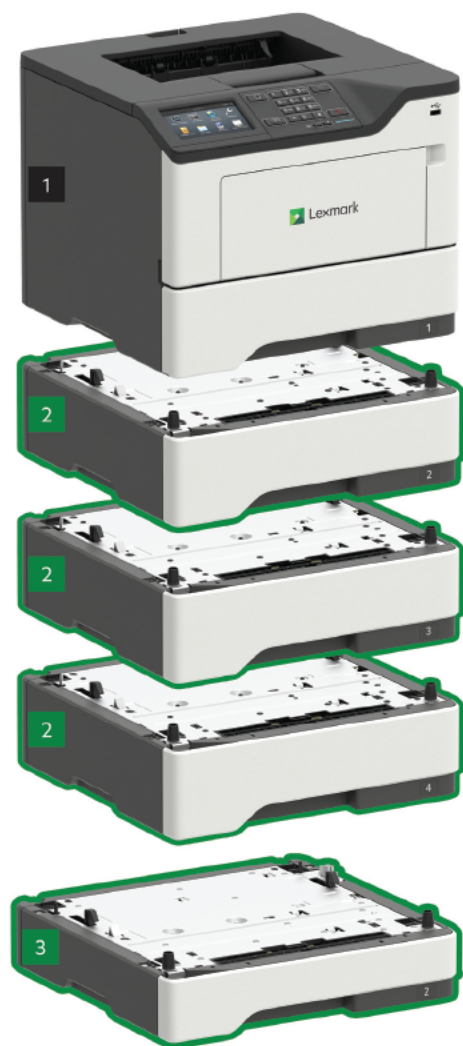
- ▶ Energy management features reduce power consumption in active use or sleep mode.
- ▶ Standard two-sided printing saves paper.
- ▶ Use of post-consumer recycled content in manufacturing saves natural resources.
- ▶ Device is rated EPEAT® Silver and ENERGY STAR® certified.
- ▶ Recycle cartridges through the award-winning Lexmark Cartridge Collection Program (LCCP).

*Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: www.lexmark.com/ISOspeeds.

**Average yield based on approximately 5% print coverage

***Award based on North America and/or Western Europe data

Lexmark M3250



- 1 Printer with 4.3-inch (10.9 cm) color touch screen
11.9 x 15.7 x 14.7 inches
303 x 399 x 374 mm
- 2 550-sheet tray
5 x 15.7 x 14.7 inches
126 x 389 x 374 mm
- 3 250-sheet tray
3.7 x 15.7 x 14.7 inches
95 x 389 x 374 mm

Standard
Optional
Supports up to three optional trays.

P/N	Hardware
36S0520	Lexmark M3250
P/N	Cartridges and supplies
24B6887	Black Lexmark toner cartridge
P/N	Paper handling
36S2910	250-sheet tray
36S3110	550-sheet tray
36S3120	550-sheet lockable tray
P/N	Memory and hard disk options
57X9801	256 MB user flash memory
27X0500	500 GB hard disk drive (USB)
P/N	Application solutions
40C9200	Forms and bar code card
40C9201	IPDS card
40C9202	PRESCRIBE card
57X9810	Traditional Chinese font card
57X9812	Simplified Chinese font card
57X9814	Korean font card
57X9815	Japanese font card
P/N	Connectivity
27X6410	MarkNet N8372 (front wifi - FSM)
27X0900	RS-232C serial interface card
27X0901	Parallel 1284-B Interface Card
27X2000	Thin parallel
27X0812	MarkNet N8230 fiber ethernet 100BASE-FX(LC), 100BASE-SX(LC)
1021231	Parallel cable (10 ft.)
1021294	UB 2.0 cable (2 meter)
P/N	Furniture
3073173	Swivel cabinet
35S8502	Adjustable printer stand
P/N	User replaceable parts
41X1239	Optional pick tray roller
41X1198	Standard 550 pick tray roller

Product specifications

Lexmark M3250

Printing

Display	Lexmark e-Task 4.3-inch (10.9 cm) color touch screen
Print Speed: Up to ⁶	Black: 50 ppm
Time to First Page: As fast as	Black: 6 seconds
Print Resolution	Black: 1200 Image Quality, 1200 x 1200 dpi, 2400 Image Quality, 600 x 600 dpi
Memory	Standard: 1024 MB / Maximum: 1024 MB
Hard Disk	Option available
Recommended Monthly Page Volume ²	2000 - 20000 pages
Maximum Monthly Duty Cycle: Up to ³	175000 pages per month

Supplies⁷

Laser Cartridge Yields (up to) ¹	21,000-page Cartridge
Imaging Unit Estimated Yield: Up to	60000 pages, based on 3 average letter/A4-size pages per print job and ~ 5% coverage
Cartridge(s) Shipping with Product ⁸	6,000-page Starter Return Program Toner Cartridge

Paper Handling

Included Paper Handling	550-Sheet Input, 100-Sheet Multipurpose Feeder, Integrated Duplex, 250-Sheet Output Bin
Optional Paper Handling	250-Sheet Tray, 550-Sheet Tray, 550-Sheet Lockable Tray
Paper Input Capacity: Up to	Standard: 650 pages 20 lb or 75 gsm bond / Maximum: 2300 pages 20 lb or 75 gsm bond
Paper Output Capacity: Up to	Standard: 250 pages 20 lb or 75 gsm bond / Maximum: 250 pages 20 lb or 75 gsm bond
Media Types Supported	Card Stock, Envelopes, Paper Labels, Plain Paper, Transparencies, Refer to the Paper & Specialty Media Guide
Media Sizes Supported	10 Envelope, 7 3/4 Envelope, 9 Envelope, A4, A5, DL Envelope, Executive, Folio, JIS-B5, Legal, Letter, Statement, Universal, Oficio, A6

General Information⁴

Standard Ports	One Internal Card Slot, USB 2.0 Specification Hi-Speed Certified (Type B), Gigabit Ethernet (10/100/1000), Front USB 2.0 Specification Hi-Speed Certified port (Type A), Rear USB 2.0 Specification Hi-Speed Certified Port (Type A)
Optional Network Ports / Optional Local Ports	MarkNet N8352 802.11b/g/n Wireless / Internal RS-232C serial, Internal 1284-B Bidirectional Parallel
Noise Level: Operating	Print: 55 dBA
Specified Operating Environment	Temperature: 16 to 32°C (60 to 90°F), Humidity: 8 to 80% Relative Humidity, Altitude: 0 - 2896 Meters (9,500 Feet)
Size (in. - H x W x D) / Weight (lb.)	11.9 x 15.7 x 14.7 in. / 35.5 lb.

All information in this brochure is subject to change without notice. Lexmark is not liable for any errors or omissions.

This is a Class A device according to the FCC Rules and international electromagnetic emissions standards. This device is not intended for use in residential or domestic environments due to potential interference to radio communications.

¹Average yield based on approximately 5% print coverage. ²"Recommended Monthly Page Volume" is a range of pages that helps customers evaluate Lexmark's product offerings based on the average number of pages customers plan to print on the device each month. Lexmark recommends that the number of pages per month be within the stated range for optimum device performance, based on factors including: supplies replacement intervals, paper loading intervals, speed, and typical customer usage. ³"Maximum Monthly Duty Cycle" is defined as the maximum number of pages a device could deliver in a month using a multishift operation. This metric provides a comparison of robustness in relation to other Lexmark printers and MFPs. ⁴Printers are sold subject to certain license/agreement conditions. See www.lexmark.com/printerlicense for details. ⁵Actual Yield may vary based on other factors such as device speed, paper size and feed orientation, toner coverage, tray source, percentage of black-only printing and average print job complexity. ⁶Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: www.lexmark.com/ISOspeeds. ⁷Product functions only with replacement cartridges designed for use in a specific geographical region. See www.lexmark.com/regions for more details. ⁸Average Continuous Cartridge Yield in one-sided (simplex) mode 6,000 standard pages. Declared yield value in accordance with ISO/IEC 19752.



Lexmark C2326

Productivity. Reliability. Security.



Lexmark C2326

Give every small workgroup bold, consistent color output with the compact, lightweight Lexmark C2326. Built for reliability, performance and security, it prints up to 26 ppm* and offers expandable input for longer print runs. Take control with a 2.8-inch (7.2 cm) touch screen and connect via Wi-Fi, USB, Ethernet, or the cloud.

Compact color power

- ▶ Get color output at up to 26 pages per minute*.
- ▶ Tackle your printing workload with the power of a 1-GHz dual-core processor and 512 MB of memory.
- ▶ Compact dimensions of 9.6 inches high x 16.2 inches wide x 15.5 inches deep (243.7 mm high x 411.2 mm wide x 394.1 mm deep) help it fit almost anywhere.



Connect and command

- ▶ Connect via dual-band Wi-Fi, Gigabit Ethernet, or USB.
- ▶ Simplify mobile printing with the Lexmark Mobile Print app, Mopria®, and AirPrint..
- ▶ Take command of device settings and monitor vital system functions on a 2.8-inch (7.2 cm) color touch screen.
- ▶ Built-in cloud connectors let you securely access files from popular cloud services Box, DropBox, Google Drive, and Microsoft OneDrive.

Sustained output, enduring quality

- ▶ Genuine Unison™ replacement toner offers up to 6,000/5,500 pages (color/mono)** of rich, vibrant color for more printing and less downtime.
- ▶ Single-piece cartridge simplifies supply replacement for fewer interruptions.
- ▶ Optional input trays increase total input capacity to 751 sheets to support longer print runs and enhanced media flexibility.
- ▶ A steel frame and lifetime imaging components mean long life and minimal maintenance.

Robust, built-in security

- ▶ Lexmark's full-spectrum security architecture helps keep your information safe—in the document, on the device, over the network, and everywhere in between.

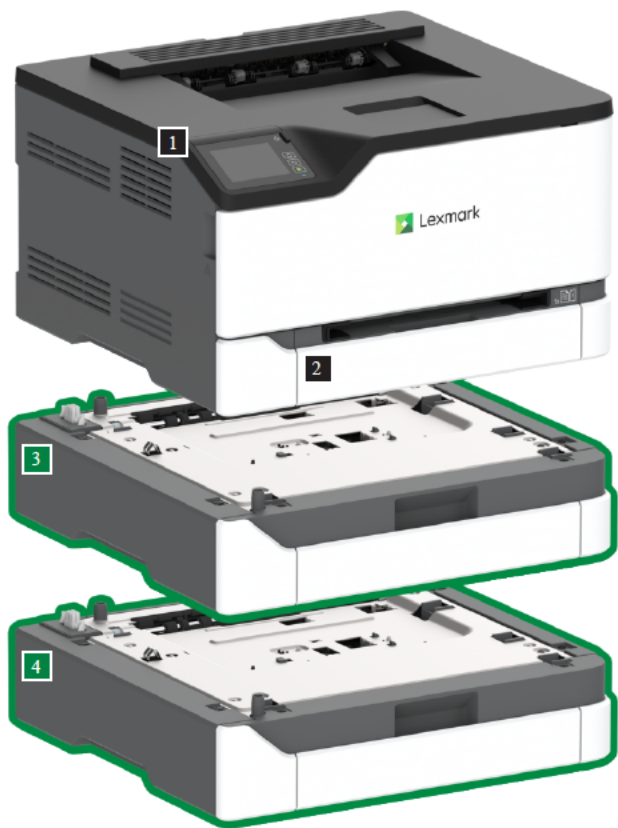
Save paper, save energy

- ▶ Automatic two-sided printing is standard.
- ▶ Built-in energy-saving modes help support ratings of EPEAT® Silver and ENERGY STAR® certified.
- ▶ The Lexmark Cartridge Collection Program (LCCP) and Lexmark Equipment Collection Program (LECP) minimize waste and support recycling (availability varies by country).

* Print speeds measured in accordance with ISO/IEC 24734 (ESAT). For more information see: www.lexmark.com/ISOspeeds.

** Average yield based on approximately 5% print coverage.

Lexmark C2326



- 1

Multifunction product with 2.8-inch (7.2 cm) touch screen
9.6 x 16.2 x 15.5 in.
- 2

250-Sheet tray
Dimensions included as part of base model
- 3

250-Sheet Tray
4.1 x 16.2 x 15.0 in.
103.9 x 411.2 x 381.0 mm
- 4

250-Sheet Tray
4.1 x 16.2 x 15.0 in.
103.9 x 411.2 x 381.0 mm
- Standard

Optional

P/N	Hardware
40N9340	Lexmark C2326
P/N	Supplies
20N0W00	Lexmark CS/CX331, 431, C/MC3224, 3326, 3426 15K Waste Container
24B7495	Lexmark C/XC2326 Cyan 6K Print Cartridge
24B7496	Lexmark C/XC2326 Magenta 6K Print Cartridge
24B7497	Lexmark C/XC2326 Yellow 6K Print Cartridge
24B7498	Lexmark C/XC2326 Black 5.5K Print Cartridge
P/N	Paper Handling
40N4250	250-Sheet Tray
P/N	Connectivity
1021294	USB Cable (2-meter)
P/N	Furniture
40C2300	Adjustable Stand

Product Specifications		Lexmark C2326
Printing		
Display	2.8 inch (7.2 cm) LCD touch panel	
Print Speed	Up to: Black: 26 ppm ¹ (Letter) / Color: 26 ppm ¹ (Letter)	
Time to First Page	As fast as: Black: 10.9 seconds / Color: 11 seconds	
Print Resolution	Black: 4800 CQ (2400 x 600 dpi) / Color: 4800 CQ (2400 x 600 dpi)	
Memory	Standard: 512 MB / Maximum: 512 MB	
Hard Disk	Not Available	
Recommended Monthly Page Volume	750 - 5000 pages ²	
Maximum Monthly Duty Cycle	Up to: 75000 pages per month ³	
Supplies ⁴		
Laser Cartridge Yields	up to: 6,000 ⁵ -page Color (CMY) High Yield Cartridges / up to: 5,500 ⁵ -page Black High Yield Cartridge	
Cartridge(s) Shipping with Product	1,500 ⁵ -page Black Return Program Toner Cartridge, 1,500 ⁵ -page Color (CMY) Return Program Toner Cartridges	
Paper Handling		
Included Paper Handling	100-Sheet Output Bin, Integrated Duplex, Single-Sheet Manual Feed, 250-Sheet Input	
Optional Paper Handling	250-Sheet Tray	
Paper Input Capacity	Up to: Standard: 250+1 pages 20 lb or 75 gsm bond / Maximum: 750+1 pages 20 lb or 75 gsm bond	
Paper Output Capacity	Up to: Standard: 100 pages 20 lb or 75 gsm bond / Maximum: 100 pages 20 lb or 75 gsm bond	
Media Types Supported	Paper Labels, Card Stock, Plain Paper, Envelopes, Glossy Paper, Refer to the Paper & Specialty Media Guide	
Media Sizes Supported	A6, Oficio, 7 3/4 Envelope, 9 Envelope, JIS-B5, A4, Legal, A5, Hagaki Card, Letter, B5 Envelope, Statement, C5 Envelope, Executive, Universal, DL Envelope, Folio, 10 Envelope	
General Information ⁶		
Standard Ports	802.11ac Wireless, USB 2.0 Specification Hi-Speed Certified (Type B), Ethernet 10/100/1000 BaseTX (RJ-45)	
Noise Level	Operating: 51/53 dBA (Print)	
Specified Operating Environment	Humidity: 8 to 80% Relative Humidity / Altitude: 0 - 3048 Meters (10,000 Feet) / Temperature: 10 to 32°C (50 to 90°F)	
Limited Warranty	See Statement of Limited Warranty: 1-Year Onsite Repair, Next Business Day	
Size / Weight	H x W x D: 9.6 x 16.2 x 15.5 in. / 35.5 lb.	
ENERGY STAR Typical Electricity Consumption	TEC: 0.36 kilowatt-hours per week	

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¹ Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: www.lexmark.com/ISOspeeds.

² "Recommended Monthly Page Volume" is a range of pages that helps customers evaluate Lexmark's product offerings based on the average number of pages customers plan to print on the device each month. Lexmark recommends that the number of pages per month be within the stated range for optimum device performance, based on factors including: supplies replacement intervals, paper loading intervals, speed, and typical customer usage. ³ "Maximum Monthly Duty Cycle" is defined as the maximum number of pages a device could deliver in a month using a multishift operation. This metric provides a comparison of robustness in relation to other Lexmark printers and MFPs. ⁴ Product functions only with replacement cartridges designed for use in a specific geographical region. See www.lexmark.com/regions for more details. ⁵ Average yield based on approximately 5% print coverage.

⁶ Printers are sold subject to certain license/agreement conditions. See www.lexmark.com/printerlicense for details.

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This product includes software developed by the OpenSSL Project for use in the Open SSL Toolkit (<http://www.openssl.org/>).



lexmark.com



C2240

Reliability. Security. Performance.



C2240



This is a Class A device according to international electromagnetic emissions standards (i.e. FCC Rules, EN 55022/EN 55032, etc.). Class A products are intended for use in non-residential/non-domestic environments. Use of a Class A product in residential/domestic environments may cause interference to radio communications and require corrective measures.

Lexmark C2240

The Lexmark C2240's e-Task touch screen opens a world of convenience and productivity apps, while high-yield replacement toner and tools that minimize toner consumption help you control the cost of color. And a robust paper feeding system supports printing at up to 40 pages per minute*.



Ready when you are

- ▶ 1-GHz dual-core processor and 1 GB memory drives printing at up to 40 ppm.*
- ▶ Steel frame and durable design stands up to heavy use and harsh environments.
- ▶ Long-life fuser and imaging components extend uptime.
- ▶ Unison™ Toner replacement cartridges deliver up to 6000 color and 9000 monochrome pages**.
- ▶ Keep printing in black even when color toner is empty.

Color that keeps saving

- ▶ PANTONE® calibration, embedded color sample pages and Lexmark Color Replacement produce accurate, professional color output in-house.
- ▶ Save toner with suite of tools that let you choose when and how much color to print.

Input that works

- ▶ Reliable, flexible media handling supports cardstock, small media, and envelopes from the main tray or a convenient single-sheet feeder.
- ▶ 251 pages of standard input can grow to 1451.

Interact with ease

- ▶ 4.3-inch/10.9-cm e-Task touch screen comes with convenience and productivity apps and is customizable to meet your needs.
- ▶ Front USB port allows walk-up printing from popular file formats without a computer.
- ▶ Compact footprint allows flexible placement in more locations.
- ▶ Connect easily via Ethernet, USB, or simple mobile printing options.

Full-spectrum security

- ▶ Lexmark's full-spectrum security architecture helps keep your information safe—in the document, on the device and over the network.
- ▶ Keypoint Intelligence - Buyers Lab honored Lexmark with a prestigious BLI PaceSetter award for Document Imaging Security***.



Built for planet earth

- ▶ Energy management features reduce power consumption in active use or sleep mode.
- ▶ Standard two-sided printing saves paper.
- ▶ Recycle cartridges through the award-winning Lexmark Cartridge Collection Program (LCCP).

*Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: www.lexmark.com/ISOspeeds.

**Average yield based on approximately 5% print coverage.

***Award based on North America and/or Western Europe data

Lexmark C2240



1 Printer with 4.3-inch/10.9-cm e-Task color touch screen
12.1 x 17.4 x 16.6 inches
308 x 442 x 421 mm

2 650-sheet duo tray
5.2 x 16.7 x 16.4 inches
133 x 424 x 416 mm

3 Keyboard
1 x 11 x 5.1 inches
25 x 280 x 130 mm

4 550-sheet tray
5.2 x 16.7 x 16.4 inches
133 x 424 x 416 mm

Adjustable printer stand (not shown)
20.5 x 25.7 x 24.6 inches
521 x 653 x 625 mm

Swivel cabinet (not shown)
10.4 x 18.7 x 23.6 inches
263 x 476 x 600 mm

Standard

Optional

Note 1: Supports one optional 650-sheet duo tray; or one optional 650-sheet duo tray and one optional 550-sheet tray with the 650-sheet duo tray on top.
Note 2: All measurements are shown as height x width x depth. For more information about supported configurations, refer to the Printer, Option and Stand Compatibility Guide at http://www.lexmark.com/publications/furniture_safety/

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This product includes software developed by the OpenSSL Project for use in the Open SSL Too kit (<http://www.openssl.org/>).

Product specifications		Lexmark C2240
Printing		
Display	Lexmark e-Task 4.3-inch (10.9 cm) color touch screen	
Print Speed: Up to ⁶	Black: 40 ppm / Color: 40 ppm	
Time to First Page: As fast as	Black: 9 seconds / Color: < 7 seconds	
Print Resolution	Black: 1200 x 1200 dpi, 4800 Color Quality (2400 x 600 dpi) / Color: 1200 x 1200 dpi, 4800 Color Quality (2400 x 600 dpi)	
Memory / Processor	Standard: 1024 MB / Maximum: 1024 MB / Dual Core, 1000 MHz	
Hard Disk	Option available	
Recommended Monthly Page Volume ²	1500 - 10000 pages	
Maximum Monthly Duty Cycle: Up to ³	100000 pages per month	
Supplies ⁷		
Laser Cartridge Yields (up to) ¹	2,000-page Color (CMY) Cartridges, 3,000-page Black Cartridge	
Photoconductor Estimated Yield: Up to ⁵	125,000 pages, based on 3 average letter/A4-size pages per print job and ~ 5% coverage	
Cartridge(s) Shipping with Product ¹	2,000-page color (CMY) Return Program Toner Cartridges, 3,000-page Black Starter Return Program Toner Cartridge	
Paper Handling		
Included Paper Handling	250-Sheet Input, 125-Sheet Output Bin, Integrated Duplex, Single-Sheet Manual Feed	
Optional Paper Handling	550-Sheet Tray, 550-Sheet Duo Tray with 100-Sheet Feeder	
Paper Input Capacity: Up to	Standard: 250+1 pages 20 lb or 75 gsm bond / Maximum: 1450+1 pages 20 lb or 75 gsm bond	
Paper Output Capacity: Up to	Standard: 125 pages 20 lb or 75 gsm bond / Maximum: 125 pages 20 lb or 75 gsm bond	
Media Types Supported	Card Stock, Envelopes, Paper Labels, Plain Paper, Vinyl Labels, Refer to the Card Stock & Label Guide.	
Media Sizes Supported	10 Envelope, 7 3/4 Envelope, 9 Envelope, A4, A5, C5 Envelope, DL Envelope, Hagaki Card, Executive, Folio, JIS-B5, Legal, Letter, Statement, Universal, Oficio, A6	
General Information ⁴		
Standard Ports	USB 2.0 Specification Hi-Speed Certified (Type B), Gigabit Ethernet (10/100/1000), Front USB 2.0 Specification Hi-Speed Certified port (Type A), Rear USB 2.0 Specification Hi-Speed Certified Port (Type A)	
Optional Network Ports	MarkNet N8352 802.11b/g/n Wireless, Marknet N8372 WiFi Option	
Noise Level: Operating	Print: 51 dBA	
Specified Operating Environment	Humidity: 8 to 80% Relative Humidity, Altitude: 0 - 3048 Meters (10,000 Feet), Temperature: 10 to 32°C (50 to 90°F)	
Limited Warranty - See Statement of Limited Warranty	1-Year Onsite Service, Next Business Day	
Size (in. - H x W x D) / Weight (lb.)	12.1 x 17.4 x 16.6 in. / 46 lb.	

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This is a Class A device according to international electromagnetic emissions standards (i.e. FCC Rules, EN 55022/EN 55032, etc.). Class A products are intended for use in non-residential/non-domestic environments. Use of a Class A product in residential/domestic environments may cause interference to radio communications and require corrective measures.

¹Average yield at approximately 5% print coverage per colour. ²"Recommended Monthly Page Volume" is a range of pages that helps customers evaluate Lexmark's product offerings based on the average number of pages customers plan to print on the device each month. Lexmark recommends that the number of pages per month be within the stated range for optimum device performance, based on factors including: supplies replacement intervals, paper loading intervals, speed, and typical customer usage. ³"Maximum Monthly Duty Cycle" is defined as the maximum number of pages a device could deliver in a month using a multishift operation. This metric provides a comparison of robustness in relation to other Lexmark printers and MFPs. ⁴Printers are sold subject to certain license/agreement conditions. See www.lexmark.com/printerlicense for details. ⁵Actual Yield may vary based on other factors such as device speed, paper size and feed orientation, toner coverage, tray source, percentage of black-only printing and average print job complexity. ⁶Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: www.lexmark.com/ISOspeeds. ⁷Product functions only with replacement cartridges designed for use in a specific geographical region. See www.lexmark.com/regions for more details.



STATEMENT OF WORK

Erie County Water Authority

UBSWNY.COM
800.293.4122

BUFFALO
316 SENECA STREET

ROCHESTER
2 TOWNLINE CIRCLE ROAD



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PREPARED BY:
Scott Moffat

April 19th, 2023
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CONTACT LIST FOR PROJECT

NAME	ROLE	EMAIL	PHONE
Scott Moffat	Project Manager	smoffat@ubswny.com	716-854-4122 Ext 242
Mike Giardina	Software Engineer	mgiardina@ubswny.com	716-854-4122 Ext 245
Ecoprintq (Technician TBD)	Remote Installation	support@ecoprintq.com	800-236-8499

SUMMARY OF WORK – PAPER CUT IMPLEMENTATION

The Erie County Water Authority (also referred to as ECWA in this document) will be implementing PaperCut MF within their organization. The professional services will be performed remotely by a member of ecoprintQ, with an IT representative from United Business Systems (also referred to as UBS in this document) on site or connected remotely depending on the client's preference. This section refers to the installation of the PaperCut software and rollout to the new equipment.

United Business Systems and EcoprintQ will provide:

Installation of PaperCut MF primary server and configuration of the database

Requirements:

- Server should be configured with recommended operating system.
- Server is accessible by the PaperCut installation engineer during the installation process.
- PaperCut MF Application has been downloaded and available on the Application Server desktop
- Each client machine and MFP is connected to the site network.
- Each client machine and MFP can access the required server.
- Please note additional "Requirements and Capabilities" document for specifications
- A representative from ECWA's IT team to be available for the duration of the installation and configuration. This is to provide appropriate access when needed, and to provide technical training during implementation.

Details:

- Install PaperCut MF Application on provided server(s)
- Apply PaperCut MF license file to application
- Connect to PaperCut embedded database
- Synchronize user Domain / Authentication Source via Active Directory with the correct groups or OUs for PaperCut
- Set up user group quotas, if applicable
- Setting up different admin access right levels

NOTE - Papercut MF server requirements can be found here:
<https://www.papercut.com/products/mf/system-requirements/>

Configuration of the PaperCut MF application, print provider queues for “Find-Me”

Requirements:

- Server is accessible by the PaperCut installation engineer during the site installation process.
- Each client machine and MFP is connected to the site network.
- Each client machine and MFP can access the required server.

Details:

A single, PCL print queue (Lanier PCL) will be created using a “null” port to serve as the input queue. This will be a type 3 Lanier Manufacturer driver and not a Windows generated type 4 driver. Please refer to the “ADDITIONAL GUIDELINES OR REQUIREMENTS” section regarding directory changes for driver sharing.

We will leverage this driver for the published Find-Me print queue, and connect the discussed devices:

- 14 Lanier MFPs
- All drivers will communicate with their assigned devices and have available the appropriate finishing features
- Jobs sent to MFPs without known user credentials will not be available for print

OPTIONAL: A secondary queue can be leveraged for the Buffalo location; and input queues can be labeled appropriately per (providing an input queue for each location)

- Each queue would only output to MFPs at their location, or both queues would output to all MFPs

- Additional queues with different default settings can be created (i.e., black and white printing)

Configuration of the PaperCut MF Lanier embedded application (14 devices), and HiD readers connected to all devices

Requirements: (*ECWA to provide*)

- Ethernet Connection (network drop) for all MFPs.
- IP address to be assigned to each MFP

Details:

- Installation of the MFP Embedded Modules for PaperCut MF.
- Configuration of the MFPs in PaperCut MF for Find Me Print.
- Configuration of the MFPs for authentication with username and password and HiD Card Reader.
- Card reader authentication method TBD

Scanning capability for incoming devices

Requirements: (*ECWA to provide*)

- LDAP and SMTP information (email server address, port, authentication) to add to each MFP

Details:

- Recommended deployment would be usage of Papercut Embedded “Scan Action” feature, allowing central control and management of scan locations. Available scan actions include:
 - a. Direct scan to logged in user (user email must be available in AD/LDAP to sync with user details)
 - b. Scan to network folder
 - c. Scan to SharePoint
 - d. Scan to Cloud (OneDrive, G Drive, etc.)
- UBS / EcoprintQ will create and test up to 10 separate scan actions. ECWA is responsible for any additional scan action configurations. UBS will ensure that the ECWA technical resources are adequately trained to perform this.

NOTE - Papercut MF Scan Action features can be found here:

<https://www.papercut.com/help/manuals/ng-mf/applicationserver/device-mf-scanning-integration-mfd/>

<https://www.papercut.com/help/manuals/ng-mf/applicationserver/device-mf-scanning-integration-examples/>

SUMMARY OF WORK – SOFTWARE ROLLOUT AND TRAINING

This section refers to the proposed schedule for software rollout and Papercut training for all locations. Installation dates are all currently TBD while final installation details are solidified.

Erie County Water Authority - Cheektowaga Location:

- The main papercut server will have the software installed and configured prior to any MFP configuration.
- The current Lanier test unit onsite can be utilized to test print and scan configuration.
- Staging and rollout of additional MFPs is TBD, however software configuration for all MFPs at this location can be completed in a single day assuming all server configuration has been completed.
- Technical /administrator training will be provided as part of the implementation. An additional block of training (1-2 hour) can be provided upon request.
- End user training documentation will be provided; An additional block of training (1-2 hour) can be provided upon request.

Erie County Water Authority - Buffalo Location:

- Buffalo location software rollout will be performed after server configuration. Confirmation of EcoprintQ availability for alternative dates.
- Staging and rollout of additional MFPs is TBD, however software configuration for all MFPs at this location can be completed in a single day assuming all server configuration has been completed.
- Technical /administrator training will be provided as part of the implementation. An additional block of training (1-2 hour) can be provided upon request.
- End user training documentation will be provided; An additional block of training (1-2 hour) can be provided upon request.

ADDITIONAL GUIDELINES OR REQUIREMENTS

<p>IMPORTANT – please review Microsoft documentation regarding printer sharing via Group Policy with non-Microsoft drivers:</p> <p>https://support.microsoft.com/en-gb/topic/kb5005652-manage-new-point-and-print-default-driver-installation-behavior-cve-2021-34481-873642bf-2634-49c5-a23b-6d8e9a302872</p>

ACCEPTANCE

_____ CLIENT SIGNATURE	_____ UNITED BUSINESS SYSTEMS SIGNATURE
_____ PRINT NAME	_____ PRINT NAME
_____ DATE	_____ DATE

APPENDIX B

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 26TH day October, 2022

TERMS _____ DELIVERY DATE AT DESTINATION No Additional Charge

FIRM NAME United Business Systems

ADDRESS 316 Seneca St, Buffalo, N.Y. 14204

ZIP 14204

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Peter B. Napolitano

TITLE Client Manager TELEPHONE No. 716-854-4122 x246

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.

United Business Systems

(Name of Individual, Partnership or Corporation)

By Peter Napolitano

(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.

United Business Systems.
(Name of Individual, Partnership or Corporation)

By Ray B. Madsen
(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

**Offeror'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 Offeror submits its proposal.

Offeror 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: Peter B. Napolitano Date: 10/26/2022

Name: Peter B. Napolitano

Title: Client Manager

Contractor Name: United Business Systems

Contractor Address: 316 Seneca St, Buffalo, N.Y. 14204

FORM B

**Offeror'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 Offeror 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 Offeror submits its proposal.

Offeror Certification:

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

By: Peter B. Napolitano Date: 10/26/2022

Name: Peter B. Napolitano

Title: Client Manager

Contractor Name: United Business Systems

Contractor Address: 316 Seneca St Buffalo, N.Y. 14204

FORM C**Offeror'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 Offeror 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 "Offeror" 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 Offeror 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 Offeror 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 Offeror is necessary to protect public property or public health safety, and the Offeror 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 Offeror submits its proposal.

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

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

United Business Systems.

Address:

316 Seneca St. Buffalo N.Y. 14204.

Name and Title of Person Submitting this Form:

Peter B. Napolitano.

Contract Procurement Number:

202200193

Date:

10/26/2022

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)

Offeror 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: _____

Signature

Date: _____

10/26/2022

Name: _____

Peter B. Napolitano

Title: _____

Chief Manager

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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

Sample Contract Termination Provision

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

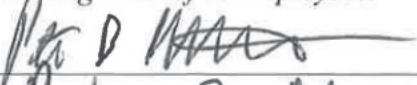
**OFFERER'S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

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 Offeror.

Offeror Statement:

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

- *Offeror is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offeror 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.*
- *Offeror 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: 10/26/2022
Name: Peter B. Napolitano
Title: Client Manager
Offeror Name: United Business Systems
Offeror Address: 316 Seneca St, Buffalo, N.Y. 14204

APPENDIX C

INSURANCE REQUIREMENTS PRINTER CONSOLIDATION AND MANAGED PRINT SERVICES ECWA Project No. 202200139

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. - C 105.2 REQUIRED

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used. DB120.1 REQUIRED

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.

f. 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

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 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. If you have any questions, you can contact Ms. Musarra by email or phone (716) 849-8465.