



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

April 3rd, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity *DWA*

Subject: Request to Award PN 202500012

An short form bid was issued to solicit quote for replacement Trimble GPS equipment for the ECWA GIS team. The equipment is used for mapping physical asset locations within the Authority's water system. The current equipment is aging, out of warranty, and the replacement equipment will deliver even more accurate location measurements.

This request is to have Board approval to award the winning bid to Waypoint Technology Group. Waypoint submitted the sole bid at \$78,966.00 for the required equipment. Due to the specific nature of the equipment, there are a limited number of resellers that are authorized to do business in NYS on behalf of Trimble, and a low number of submissions was anticipated.

Budget Information:
Unit: 8525
Capital Items: 101770
Amount: \$78,966.00

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

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

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 04/03/2025

Chief Operating Officer



Date: 04/03/2025

Claims Rep. – Risk Manager



Date: 4/3/2025

Comptroller

_____ Date: _____

Director of Administration



Date: 04/04/2025

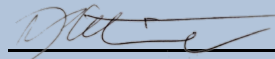
Director of Distribution

_____ Date: _____

Director of Human Resources

_____ Date: _____

Director of IT



Date: 4/3/25

Director of Production

_____ Date: _____

Director of Water Quality

_____ Date: _____

Executive Engineer



Date: 4/4/2025

General Counsel (Legal)



Date: 4/3/2025

Other: _____ Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 4/7/2025

Remarks: _____

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

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

Contract: _____ Project No.: 202500012
Project Description: Trimble Data Collector Replacement

CONTRACT AWARD

Contractor/Supplier: Waypoint Technology Group, LLC
Award Amount: \$78,966.00

BID SUMMARY:

Date Advertised for Bids: 01/28/2025 Date of Bid Opening 02/20/2025

Bidder	Total Bid Amount
<u>Waypoint Technology Group, LLC</u>	<u>\$78,966.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: Bid Tabulation Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

_____ No Waiver
_____ Full Waiver
_____ Partial Waiver

EEO Compliance Officer _____ N/A _____ Date _____

INSURANCE APPROVAL

Claims Rep/Risk Manager *Molly Op Musarra* Date 4/3/2025

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

Coordinator of Employee Relations _____ N/A _____ Date _____

Remarks: Unit price contract.

BID OPENING

PROJECT:

PROJECT NO: 202500012

ADVERTISED SOURCE:
NYS CONTRACT REPORTER

Trimble Data Collector Replacement
DATE: 4/3/2025

April 1st, 2025 at 10:00 a.m.

BID OPENING:

Authority's Service Center at the unit prices set forth below:					
Apparent Low Bidder: Waypoint Technology Group					
Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1	2	Each	R980-101-50-01 Trimble R980, Model 50, ROW	\$8,131.50	\$16,263.00
2	2	Each	R980-ROV, Trimble R980 Configuration Level - Rover Mode	\$18,450.00	\$36,900.00
3	2	Each	101070-00-01, Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (Cat. # 101070)	\$634.50	\$1,269.00
4	2	Each	ADLS-GNSS3-BNDLE-STK, Trimble Protected Premium1 - Survey R980, R12, or R12i GNSS, 5 Years, Trimble	\$2,970.00	\$5,940.00
5	2	Each	43169-10 Rod - 2.0m Carbon Fiber Range Pole without Bipod	\$355.50	\$711.00
6	2	Each	TSC5-1-1100-00, Trimble TSC5 Controller - Trimble TSC5 controller - WWAN, Worldwide	\$4,068.00	\$8,136.00
7	2	Each	121951-01-GEO, TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	\$225.00	\$450.00
8	2	Each	121952-WTG-1, TSC5 Pole Mount Bracket	\$72.00	\$144.00
9	2	Each	TA-GENSURV-GNSS-P, Trimble Access GNSS - General Survey, Perpetual License	\$1,795.50	\$3,591.00
10	2	Each	120532-BLK-GEO-WTG1, USB C to A Adapter	\$27.00	\$54.00
11	2	Each	ADLS-DCBUNDLE-STOCK, Trimble Protected Premium1 - TSC5/TSC7 w/Trimble Access, 5	\$2,754.00	\$5,508.00
TOTAL NET BID DELIVERED INSIDE					\$78,966.00
Bid Bond:		3,948.30			



ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

January 13, 2025

To: Approval List

From: Dave Aubertine, Director, Cybersecurity and Information Technology *DWA*

Subject: Authorization to Advertise for Bids
Trimble Data Collector Replacement
ECWA Project No. 202400012

Brief Description: The Work consists of a single contract for the purchase and delivery of Trimble Data Collection equipment and related warranties and licenses.

Attached below is the link to the project manual for the above-referenced contract, for your review and approval.

<\\ecwa\p\projects\ECWA\P202500012\12 Bidding\Re-bid\12-1 Bid Docs\Proj Manual for Apvls.pdf>

1. The contact person for the contract is Dave Aubertine, Director, Cybersecurity and Information Technology.
2. The formal contract will be advertised on February 27th, 2025, pending final review as indicated below.

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Director of Cybersecurity & IT		Date: <u>2/13/25</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>02/13/2025</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>2/24/2025</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>02/18/2025</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>2/13/2025</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>02/18/2025</u>
<input checked="" type="checkbox"/> Legal		Date: <u>2/13/2025</u>
<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>02/24/2025</u>

DA:jmf
Attachment
cc: PUWA-890-2501

Set No:

Project Manual – Short Form

Trimble Data Collector Replacement

Project No. 202500012

Erie County Water Authority

3030 Union Road

Cheektowaga, New York 14227



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK
TRIMBLE DATA COLLECTOR REPLACEMENT
PROJECT NO: 202500012

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ERIE COUNTY WATER AUTHORITY
3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

TRIMBLE DATA COLLECTOR REPLACEMENT
PROJECT No: 202500012

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials or services for the ERIE COUNTY WATER AUTHORITY, TRIMBLE DATA COLLECTOR REPLACEMENT. The Work consists of a single contract for the purchase and delivery of Trimble Data Collection equipment and related warranties and licenses.

Bids must be received by the Erie County Water Authority no later than 10:00 a.m. Eastern Prevailing Time, on Tuesday, April 1st, 2025, at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA TRIMBLE DATA COLLECTOR REPLACEMENT).

Beginning at 9:00 a.m. Eastern Prevailing Time, on Thursday, February 27th, 2025, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

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

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Dave Aubertine, Director, Cybersecurity and Information Technology, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8210, email daubertine@ecwa.org.

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

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'T.D. McCracken', with a long horizontal flourish extending to the right.

TERRENCE D. McCRACKEN
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK
TRIMBLE DATA COLLECTOR REPLACEMENT
PROJECT No: 202500012

SECTION 00200SF

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the “Authority”) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA.
 - a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the AUTHORITY in writing. In order to receive consideration, questions must be received by the AUTHORITY at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the AUTHORITY in response to such questions will be issued by Addenda to all parties recorded by the AUTHORITY as having received the Bidding Documents. Such Addenda will be issued: (1) by mail, either Registered or Certified, with return receipt requested, (2) by email, or (3) through an online bid distribution platform. Such Addenda will be issued for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Bid Documents. Only questions answered by Addenda will be binding. The AUTHORITY will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the AUTHORITY before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
 - b. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the AUTHORITY. Such Addenda, if any, will be issued in the manner and within the time-period stated in paragraph 3.a.

4. **BID DOCUMENTS.** The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. **BID GUARANTEE.** Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.
6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.
10. **CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

11. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
13. PRICES SHALL BE QUOTED FOB DESTINATION.
14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain

in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.

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

++ END OF SECTION ++

**TRIMBLE DATA COLLECTOR REPLACEMENT
PROJECT No: 202500012**

SECTION 00400SF

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: April 1st, 2025, TIME: 10:00 a.m.

NAME OF BIDDER: Waypoint Technology Group, LLC

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Douglas S. Churchill

TITLE Regional Sales & Support ~~Rep~~ Consultant

SUBMISSION DATE: _____

ADDRESS: 4 Walker Way, Unit 1, Albany, NY. 12205

PHONE: 518-438-6293 / Cell 585-500-5259

PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING
BONDS AND/OR INSURANCE COVERAGE

NAME: Gregg Cerio

TITLE Business Operations Manager

ADDRESS: 4 Walker Way Albany, NY 12205

PHONE: 518-438-6293 Op. #4

EMAIL: G CERIO @ Waypoint-tech.com

BID ITEMS AND BID SHEET

BID DESCRIPTION: TRIMBLE DATA COLLECTOR REPLACEMENT

PROJECT No: 202500012

The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

Ship to: ERIE COUNTY WATER AUTHORITY
SERVICE CENTER

Attention: Dave Aubertine, Director Cybersecurity and Information Technology

Address: 3030 Union Road
Cheektowaga, New York 14227

1. Bidder shall identify the manufacturer and material type in the Bidder's Proposal for all items for which a bid is submitted. Bidders shall take note that it is mandatory to provide all information requested for all Goods included under the Bid Item for which a bid is submitted.
2. Deliver all products to the following address: ECWA Service Center, 3030 Union Road, Cheektowaga, New York 14227.
3. All products shall be delivered within a reasonable delivery timeframe.
4. Quantities provided are estimated annual aggregate amounts.

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1.	2	Each	R980-101-50-01 Trimble R980, Model 50, ROW	8,131.50	16,263.00
2.	2	Each	R980-ROV, Trimble R980 Configuration Level - Rover Mode	18,450.00	36,900.00
3.	2	Each	101070-00-01, Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	634.50	1,269.00
4.	2	Each	ADLS-GNSS3-BUNDLE-STK, Trimble Protected Premium1 - Survey R980, R12, or R12i GNSS, 5 Years w/Firmware	2,970.00	5,940.00
5.	2	Each	43169-10 Rod - 2.0m Carbon Fiber Range Pole without Bipod	355.50	711.00

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
6.	2	Each	TSC5-1-1100-00, Trimble TSC5 Controller - Trimble TSC5 controller - WWAN, Worldwide region	4,068.00	8,136.00
7.	2	Each	121951-01-GEO, TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	225.00	450.00
8.	2	Each	121952-WTG-1, TSC5 Pole Mount Bracket	72.00	144.00
9.	2	Each	TA-GENSURV-GNSS-P, Trimble Access GNSS - General Survey; Perpetual License	1,795.50	3,591.00
10.	2	Each	120532-BLK-GEO-WTG1, USB C to A Adapter	27.00	54.00
11.	2	Each	ADLS-DCBNDLE-STOCK. Trimble Protected Premium1 - TSC5/TSC7 w/Trimble Access, 5 Years	2,754.00	5,508.00

TOTAL NET BID DELIVERED INSIDE

\$ 78,966.00

Seventy Eight thousand, Nine Hundred Sixty Six dollars and No/100

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

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

NAME OF BIDDER: Waypoint Technology Group, LLC

AUTHORIZED SIGNATURE: *Roy A. Christy*

DATE: March 5, 2025

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

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

FIRM NAME Waypoint Technology Group, LLC

ADDRESS OF PRINCIPAL OFFICE: STREET 4 Walker Way, Unit 1
CITY Albany

AREA CODE 518 PHONE 438-6293 STATE NY ZIP 12205

Check one: CORPORATION PARTNERSHIP INDIVIDUAL *

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES NO

TRADE NAMES: N/A

ADDRESS OF LOCAL OFFICE: STREET _____
CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS: member
Gregory A. Hout 114 Twenty West Drive
Albany, NY, 12009

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-1527346

Social Security Number: _____

* Other - Limited Liability Company
(Single member LLC)
See LLC Documents Enclosed.

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

- YES, BIDDER has reviewed the Proposed Contract Documents.
- NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

Question 2:

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

- YES, BIDDER accepts the Proposed Contract Documents.
- NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

*Insert Additional Page(s) if necessary.

Question 3:

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:

YES, the Amendment is a Condition of the Bid Proposal.

IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.

NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please Answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary to provide such answers.

NAME OF BIDDER: Waypoint Technology Group, LLC

AUTHORIZED SIGNATURE:  DATE: 3/5/2025



OFFICIAL CHECK

015112968

50-111
219

PAY TO THE ORDER OF ERIE COUNTY WATER AUTHORITY

DATE 03/13/2025

\$3,948.30

REMITTER
MEMO: PROJECT #: 202500012
WAYPOINT TECHNOLOGY GROUP LLC

[Handwritten Signature]

MP

***** THREE THOUSAND NINE HUNDRED FORTY EIGHT AND 30/100 *****
⑈015112968⑈ ⑆021301115⑆ 235512753⑈

BID SECURITY FORM

BIDDER (Name and Address):

Waypoint Technology Group, LLC
4 Walker way, unit 1
Albany, NY, 12205

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

Certified funds are provided by the bidder
Waypoint Technology Group, LLC
4, Walker way, unit 1, Albany NY, 12205

OWNER:

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

BID

BID DUE DATE: April 1, 2025

PROJECT:

**Trimble Data Collector Replacement
PN 202500012**

BOND Bank Check

BOND NUMBER: 015112968

DATE: (Not later than Bid due date): 3/13/2025

PENAL SUM: Three Thousand, Nine Hundred, Forty Eight ³⁰/₁₀₀ # 3,948.30
(Words) (Figures)

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

BIDDER

Waypoint Technology Group, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title
Managing member

Attest: [Signature]
Signature and Title
Operations Manager

SURETY

Waypoint Technology Group, LLC (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Managing member
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title
operations manager

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

CORPORATE ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Schenectady

On this 9th day of February, 2025 before me personally appeared Gregory A. Hunt to me known, who being by me duly sworn, did affirm that he resides in Albany County, NY that he is the Managing Member of Waypoint Technology Group, LLC, the Limited Liability Company corporation described in and which executed the above instruments; ~~that the seal affixed to said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation,~~ and that he/she signed his/her name thereto by like order.

[Signature]
NOTARY PUBLIC

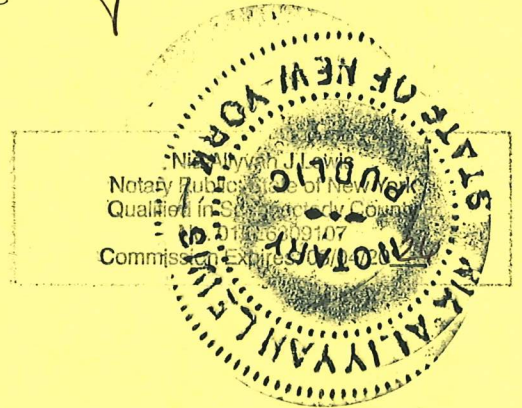


ACKNOWLEDGEMENT OF SURETY

STATE OF New York
COUNTY OF Schenectady

On this 7th day of February, 2025 before me personally came Gregory A. Hunt to me known, who being by me duly sworn, did depose and say: that he/she resides in Albany County, NY; that he/she is the ~~ATTORNEY-IN-FACT~~ Managing Member of Waypoint Technology, Group LLC Limited Liability Company the above signed Surety, the ~~corporation~~ described in and which executed the within instrument; ~~the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation;~~ and that he signed his name thereto by like order.

[Signature]
NOTARY PUBLIC



END OF BID BOND

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law § 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this March 5th day March, 2025

TERMS FOB DELIVERY DATE AT DESTINATION 30 Days AEO ARO

FIRM NAME Waypoint Technology Group, LLC

ADDRESS 4 Walker Way, Unit 1
Albany, New York ZIP 12205

AUTHORIZED SIGNATURE *Douglas S. Churchill*

TYPED NAME OF AUTHORIZED SIGNATURE Douglas S. Churchill

TITLE Regional Sales & Support Cons. TELEPHONE No. 585-500-5259

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.

Gregory A. Hunt
(Name of Individual, Partnership or Corporation) LLC
By Gregory A. Hunt,
(Person authorized to sign)
(SEAL) Managing Member

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.

Gregory A. Hunt, managing member
(Name of Individual, Partnership or Corporation) LLC

By Gregory A. Hunt
(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 set forth in § 139-j(3).

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

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

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

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

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Douglas S. Churchill Date: 3/5/2025

Name: Douglas S. Churchill

Title: Regional Sales & Support Consultant

Supplier Name: Waypoint Technology Group, LLC

Address: 4 Walker Way, Unit 1

Albany, NY, 12205

FORM B

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

Instructions:

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

Offerer Certification:

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

By: *Douglas S. Churchill* Date: *3/5/2025*

Name: *Douglas S. Churchill*

Title: *Regional Sales & Support Consultant*

Supplier Name: *Waypoint Technology Group, LLC*

Supplier Address: *4 Walker Way, Unit 1*
Albany, NY, 12205

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

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

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

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

Instructions:

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

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

Waypoint Technology Group, LLC

Address: 4 Walker Way, unit 1

Albany, NY 12205

Name and Title of Person Submitting this Form: Douglas J. Church, II

Regional Sales & Support Consultant

Contract Procurement Number: 202500012

Date: ~~March 5, 2025~~ March 5, 2025

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: Gregg Cario Date: 3/5/2025
Signature

Name: Gregg Cario

Title: Business Operations 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 (the “Authority”), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

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

**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.

Offerer Statement:

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

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

By: *Douglas S. Churchill* Date: *March 5, 2025*

Name: *Douglas S. Churchill*

Title: *Regional Sales & Support Consultant*

Offerer Name: *Waypoint Technology Group.*

Offerer Address: *4 Walker Way, Unit 1*
Albany, NY. 12205

++ END OF SECTION ++

**TRIMBLE DATA COLLECTOR REPLACEMENT
PROJECT NO: 202500012**

AGREEMENT

This Agreement, effective April 17, 2025 (“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

WAYPOINT TECHNOLOGY GROUP, LLC
4 Walker Way, Unit 1
Albany, New York 12205

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver TRIMBLE EQUIPMENT upon the terms and conditions stated in this Agreement.

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier agrees to furnish and deliver TRIMBLE DATA COLLECTOR EQUIPMENT (collectively, “TRIMBLE EQUIPMENT”) at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Supplier periodically throughout the duration of this Agreement when TRIMBLE EQUIPMENT is to be delivered and in what quantities.

1.02 The Supplier shall furnish TRIMBLE EQUIPMENT that meet the specifications which are attached to, and incorporated in, this Agreement as Section 01200SF.

1.03 In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Documents and Bid Form Supplements. (*See* Section 00400SF).

ARTICLE 2 – COMPLIANCE

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

2.02 The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority’s Invitation to Bid, the Supplier submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

2.03 The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Contractor 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. (*See* Section 00400SF).

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

2.05 The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

2.06 The Supplier shall comply with the provisions of the Shield Act, codified as General Business Law § 899-aa of the laws of the State of New York.

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

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

ARTICLE 3 – PRICING AND DELIVERY SCHEDULE

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

3.02 The parties agree the prices on which this Agreement is based shall be FOB to the point of delivery. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §4.01 of this Agreement and included all freight, cartage, rigging, posting, and other transportation charges in such proposed unit price payment pursuant to the Instructions to Bidders (Section 00200SF). Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage, or other transportation charges relating to furnishing TRIMBLE EQUIPMENT to the delivery site.

3.03 The Supplier shall deliver TRIMBLE EQUIPMENT as specified within the specifications. The Authority will determine the quantity of TRIMBLE EQUIPMENT to be supplied by the Supplier during the term of this Agreement. In its Invitation to Bid, the Authority estimated the quantity of TRIMBLE EQUIPMENT it expects to order from the Supplier. The Supplier is not entitled to any adjustment in the unit price as a result of changes in these items ranging from zero to any quantity. The Supplier shall not make any claim for anticipated profits, loss of profits or for other damages as a result of changes in the quantities actually purchased

3.04 The Supplier shall deliver TRIMBLE EQUIPMENT within thirty (30) days of receipt of an Authority purchase order. No TRIMBLE EQUIPMENT is to be delivered unless ordered by the Authority. The Supplier’s failure to timely deliver an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES

4.01 The Supplier agrees to supply, furnish and deliver TRIMBLE EQUIPMENT to the Authority’s Service Center at the unit prices set forth below:

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1.	2	Each	R980-101-50-01 Trimble R980, Model 50, ROW	\$8131.50	\$16,263.00
2.	2	Each	R980-ROV, Trimble R980 Configuration Level - Rover Mode	\$18,450.00	\$36,900.00
3.	2	Each	101070-00-01, Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	\$634.50	\$1,269.00
4.	2	Each	ADLS-GNSS3-BNDLE-STK, Trimble Protected Premium1 - Survey R980, R12, or R12i GNSS, 5 Years w/Firmware	\$2,970.00	\$5,940.00
5.	2	Each	43169-10 Rod - 2.0m Carbon Fiber Range Pole without Bipod	\$355.50	\$711.00
6.	2	Each	TSC5-1-1100-00, Trimble TSC5 Controller – Trimble TSC5 controller - WWAN, Worldwide region	\$4,068.00	\$8,136.00
7.	2	Each	121951-01-GEO, TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	\$225.00	\$450.00

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
8.	2	Each	121952-WTG-1, TSC5 Pole Mount Bracket	\$72.00	\$144.00
9.	2	Each	TA-GENSURV-GNSS-P, Trimble Access GNSS – General Survey; Perpetual License	\$1,795.50	\$3,591.00
10.	2	Each	120532-BLK-GEO-WTG1, USB C to A Adapter	\$27.00	\$54.00
11.	2	Each	ADLS-DCBNDLE-STOCK. Trimble Protected Premium1 - TSC5/TSC7 w/Trimble Access, 5 Years	\$2,754.00	\$5,508.00
TOTAL NET BID DELIVERED INSIDE					\$78,966.00

4.02 The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage, or other transportation charges relating to furnishing TRIMBLE EQUIPMENT.

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

4.04 The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

ARTICLE 5 – GENERAL PROVISIONS

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

5.02 Amendments: The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

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

5.04 Indemnification:

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

5.05 Insurance: New York State Workers' Compensation Law §57 and §220[8] require the heads of all municipal and state entities to ensure that businesses applying for permits, licenses, or contracts have appropriate workers' compensation and/or disability and Paid Family Leave benefits insurance coverage.

Proof of Workers' Compensation Insurance and NYS Disability and Paid Family Leave Benefits Insurance shall be submitted to the Authority in a form acceptable to the Authority.

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

5.06 Warranty: Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

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

5.08 Conflicts of Interest: The Supplier represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Supplier from carrying out the terms of this Agreement or

which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

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

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

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

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

5.13 Gratuities, Illegal or Improper Schemes:

- A. The Supplier shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Supplier or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Supplier, the Supplier's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.

D. The Authority may also terminate this Agreement or purchase order if it is determined that the Supplier engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

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

ARTICLE 6 – SEVERABILITY

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

ARTICLE 7 – EXECUTORY CLAUSE

7.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the Supplier due to a lack of funds in the appropriate budget line, the Supplier's only remedy would be (1) to await for a budget transfer to be approved or (2) to accept a return of the materials and supplies FOB to the point of delivery to the Supplier. The Authority shall not be subject to any further liability.

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 the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

WAYPOINT TECHNOLOGY GROUP, LLC

By _____
Douglas S. Churchill, Regional Sales & Support
Consultant

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, 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 _____) ss:

On the _____ day of _____, in the year 2025, before me personally came Douglas S. Churchill, to me known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the Regional Sales and Support Consultant for the Limited Liability Company described in the above instrument; and that he signed his name thereto by order of the Limited Liability Company.

Notary Public

++ END OF SECTION ++

SECTION 01200SF

TRIMBLE EQUIPMENT REQUESTED

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. The Supplier shall furnish and deliver, FOB, to the point of delivery Trimble Products to the Erie County Water Authority Service Center, Stores Department, 3030 Union Road, Cheektowaga, New York 14227.

1.02 QUALITY ASSURANCE

1. Equipment is new, free of damage/defect, and covered by EOM warranty

PART 2 – PRODUCTS

2.01 Description – R980

- A. R980-101-50-01 Trimble R980, Model 50, ROW – **Qty 2**
- B. R980-ROV, Trimble R980 Configuration Level - Rover Mode – **Qty 2**
- C. 101070-00-01, Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America) – **Qty 2**
- D. ADLS-GNSS3-BNDLE-STK, Trimble Protected Premium1 - Survey R980, R12, or R12i GNSS, 5 Years w/Firmware – **Qty 2**
- E. 43169-10 Rod - 2.0m Carbon Fiber Range Pole without Bipod – **Qty 2**

2.02 Description – TSC5

- A. TSC5-1-1100-00, Trimble TSC5 Controller – Trimble TSC5 controller - WWAN, Worldwide region – **Qty 2**
- B. 121951-01-GEO, TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm – **Qty 2**
- C. 121952-WTG-1, TSC5 Pole Mount Bracket – **Qty 2**
- D. TA-GENSURV-GNSS-P, Trimble Access GNSS – General Survey; Perpetual License - **Qty 2**
- E. 120532-BLK-GEO-WTG1, USB C to A Adapter - **Qty 2**
- F. ADLS-DCBNDLE-STOCK. Trimble Protected Premium1 - TSC5/TSC7 w/Trimble Access, 5 Years - **Qty 2**

++ END OF SECTION ++