

NIAGARA FALLS WATER BOARD
REQUEST FOR BIDS FOR CHEMICALS FOR MUNICIPAL WATER
AND WASTEWATER TREATMENT FACILITIES (COOPERATIVE BID)
BID #W2020-05

Bids on items as specified herein will be accepted in the Purchasing Division at City Hall until 11:00 A.M., and opened at 11:00 A.M. on October 21, 2020.

All bids are subject to delivery and must state when delivery can be made as stated herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution, otherwise it will be assumed that the bid is based on the grade or brand specified.

The Niagara Falls Water Board reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

Bids are to be shown NET. Cash discounts are to be stated, if any.

All bids must be accompanied by the requisite bid bond IF SO STATED IN THE SPECIFICATIONS.

Provision of any required performance bond is the responsibility of the bidder.

Prices must be filled in with typewriter or ink on this form and placed in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID NUMBER AND THE NAME OF COMPANY SUBMITTING THE BID.**

Any and all bids and contracts made or awarded by the Niagara Falls Water Board or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and Sections 103a and 103b are applicable to this bid.

BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.

Anti-Discriminatory Statement:

All programs, policies, procedures, procurement opportunities and activities conducted by and through this organization, its employees, contractors and subcontractors shall be conducted without regard to age, ancestry, color, creed, citizenship (where applicable), gender, genetic information/testing, marital status, mental or physical disability, political affiliation, belief or opinion (where applicable), national origin, race, religious affiliation, belief or opinion, sex, (except where age, sex, or disability involves a bona fide occupational qualification), sexual orientation (where applicable) or status as a participant in Workforce Investment Act (WIA) funded programs (where applicable). The NFWB encourages participation of women and minority owned business enterprises in all its procurement opportunities and has a goal of increasing participation of MWBE organizations in its procurement activities.

VENDOR NAME:

ADDRESS:

**CONTACT PERSON FOR QUESTIONS
REGARDING BID**

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

DATE

TITLE

MAIL BIDS TO:

NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION, ROOM 214
PO BOX 69
NIAGARA FALLS, NY 14302-0069

DELIVER BIDS TO:

NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION
CITY HALL
745 MAIN STREET, ROOM 214
NIAGARA FALLS, NY 14301

**BIDS SUBMITTED BY ELELCTRONIC MEANS OR
FACSIMILE ARE UNACCEPTABLE**

SPECIFICATIONS (Page 1 of 5)

1. Sealed bid proposals will be received on behalf of the Niagara Falls Water Board (the “Board”) by the Purchasing Division at City Hall, 745 Main Street, Room 214, Niagara Falls, New York 14301 for the purchase of the ten (10) items set forth on the attached price sheet.
2. This is a cooperative bid being solicited by the Board on behalf of the following municipal entities: the Board, the Town of Lewiston, the Niagara County Water District, the City of Lockport, the City of North Tonawanda, the Town of Grand Island and the Town of Newfane. Each municipal entity shall be responsible for their own ordering, accepting deliveries and making their own payments.
3. Quantities listed are on a more or less basis of what the various municipal entities anticipate needing unless specified otherwise herein.
4. Bid prices are to be firm for the time period of January 1, 2021 through December 31, 2021.
5. Bid price is to be F.O.B. destination, freight prepaid to the locations set forth under “DELIVERY LOCATIONS.”
6. Delivery is required within five (5) calendar days after receipt of the order (three [3] days for hydrofluorosilicic acid, purified fluorosilicic acid and polyaluminum chloride.) Delivery hours are 8:00 A.M. to 3:00 P.M., Monday through Friday unless otherwise noted herein.
7. Chemicals must be transported in dedicated trailers.
8. Seal numbers and a legible copy of the truck driver’s license containing his/her photo must be e-mailed or faxed prior to arrival of delivery.
9. Re-weigh tickets (weight after delivery) must be provided within 24 hours of delivery for bulk tank deliveries. (NOTE: Chlorine tonners are exempt from this requirement.)
10. The vendor must provide all MSDS sheets for the product(s) they are providing.
11. The vendor, upon request, must provide safe handling training for the product(s) they are providing.
12. For Items #1 and #2 on the attached price sheet, be advised that all chlorine delivered in one ton cylinders and 150 pound cylinders, respectively, must meet the AWWA B301-92 standard or the latest standard from the AWWA and be certified to ANSI/NSF Standard 60 for water treatment use. No cylinder deposit charges will be paid. Ton cylinders must be delivered on flatbed trucks. Contractor must provide gaskets for safe and direct connection of the one ton and 150 pound cylinders to the permanent feed line available for gaseous chlorination. 150 pound cylinders are to be delivered at ground level. All ton containers must contain a new, intact seal, have clearly-defined tare weights and serial numbers on the tanks as well as a new, legible paper tag attached to container.
13. For Item #3 on the attached price sheet, the solution of ferric chloride must be a minimum 28% and maximum 38% solution. Ferric Chloride must meet AWWA B407-93 standard or the latest standard from the AWWA. Bid price is to be based on anhydrous ferric chloride content when delivered. Deliveries will be in tank trucks.
14. For Item #4 on the attached price sheet, the solution of hydrofluorosilicic acid shall be a minimum 23% solution in lots as set forth in paragraph 16 herein. Deliveries will be in tank trucks dedicated exclusively for the shipment of hydrofluorosilicic acid. Hydrofluorosilicic acid must meet the AWWA B703-94 standard or the latest standard from the AWWA and be certified pursuant to ANSI/NSF Standard 60 for water treatment use. The supplier’s truck must be equipped with a 2” quick connect fitting and with pumping equipment (and air blow-off valve) capable of pumping the acid from their truck directly to the customer’s tank which may be as much as thirty feet high. A certified analysis stating the percent by weight of the product delivered and the bill of lading shall be provided for each load.

SPECIFICATIONS (Page 2 of 5)

15. For Item #5 on the attached price sheet, the solution of purified fluorosilicic acid shall be a 25% solution in lots as set forth in paragraph 16 herein. Deliveries will be in tank trucks dedicated exclusively for the shipment of fluorosilicic acid. Fluorosilicic acid must meet the latest standard from the AWWA and be certified pursuant to ANSI/NSF Standard 60 for water treatment use. The supplier's truck must be equipped with a 2" quick connect fitting and with pumping equipment (and air blow-off valve) capable of pumping the acid from their truck directly to the customer's tank which may be as much as thirty feet high. A certified analysis stating the percent by weight of the product delivered and the bill of lading shall be provided for each load.
16. For Items #4 and #5 on the attached price sheet, deliveries shall be made in lots based upon gallon size as follows:
- 2,000 gallons – City of Lockport, City of North Tonawanda and/or Niagara Falls Water Board
1,000 gallons – Town of Grand Island
17. For Item #6 on the attached price sheet, the solution of Sodium Hypochlorite shall be commercial grade containing 12% - 16% available chlorine, delivered in tank trucks. Sodium Hypochlorite must meet AWWA B300-92 Standard or the latest standard from the AWWA.
18. For Item #7 on the attached price sheet, the Hydrogen Peroxide (H₂O₂) shall be 50% technical grade (stabilized), delivered in tank trucks. Bid to be based on a solution basis.
19. For Item #8 on the attached price sheet, the High Calcium Quicklime shall meet the following specifications:

Delivery is required within three (3) calendar days after receipt of the order. All chemicals shall be delivered to the Board's facilities in quantities directed by the Board. All deliveries will be made between the hours of 8:00 a.m. and 1:00 p.m. Monday through Friday, unless otherwise directed. All pumps, hoses, hose connections and an air blow-off valve shall be supplied by the successful bidder for proper hookup to Niagara Falls Water Board's lime silo tanks, so that all deliveries may be safely unloaded into the Board's storage facility.

Chemicals must be transported in dedicated trailers, and shall be pneumatically conveyed into lime silos via an onboard blower. A pipe connection is available for this purpose, and the delivery vehicle must be capable of conveying the high calcium quicklime through the conveyance piping to the top of the silo where it will be deposited into the silo.

A baghouse is available atop each silo and will be activated by the Board prior to the start of the transfer operation. The Board has two silos, each of which has an approximate volume of one thousand (1,000) cubic feet, capable of holding thirty (30) tons each.

Seal numbers and a legible copy of the truck driver's license containing his/her photo must be e-mailed or faxed prior to arrival of delivery.

Re-weigh tickets (weight after delivery) must be provided within 24 hours of delivery for bulk tank deliveries.

The vendor must provide all MSDS sheets for the product(s) they are providing.

The vendor, upon request, must provide safe handling training for the product(s) they are providing.

The required material is to be free of lumps or foreign matter which might interfere with the operation of the chemical feed facilities, and shall also meet the following properties:

Physical Properties

Packaging:	Bulk
Particle Size:	¼" by 10 mesh particle size
Smaller than 10 mesh:	<10% (at loading point)
Loose Bulk Density:	50-55 pounds per cubic foot
Packed Bulk Density:	55-60 pounds per cubic foot

SPECIFICATIONS (Page 3 of 5)

Chemical Properties

Available Lime:	>96%
Calcium Oxide:	>96%
Magnesium Oxide:	<1.5%
Carbon Dioxide:	<0.3%
Total Sulfur:	<0.03%
Silica (SiO ₂):	<0.75%
Ferric Oxide (Fe ₂ O ₃):	<0.15%
Alumina (Al ₂ O ₃):	<0.15%

Sampling, if desired, shall be conducted as described in American Water Works Association (AWWA) Standard B202-65, Part B, or the most recent AWWA Standard. A retained sample of each lot shipped shall be delivered to the Niagara Falls Wastewater Treatment Plant with each shipment.

The laboratory examination shall be carried out in accordance with Part C of the AWWA Standard B202-65, or the most recent AWWA standard.

Notice of dissatisfaction with a shipment of material, because of failure to meet the requirements of this specification, must be in the hands of the vendor within ten (10) days after receipt of the shipment at the point of destination. If the material does not meet the requirements of these standards, the vendor may remove the material from the premises of the purchaser or a price adjustment may be agreed upon by the vendor and the purchaser.

20. For Item #9 on the attached price sheet, the Poly-Orthophosphate shall meet the following specifications:

The product must be certified pursuant to ANSI/NSF Standard 60 for water use. The product must contain 18% Poly-phosphate and 18% Ortho-phosphate for a total PO₄ concentration of 36%.

The product must function as a corrosion inhibitor in potable water treatment, and must be a clear liquid which does not precipitate out during normal handling and storage. It shall have the capability of minimizing corrosion without causing any deleterious effects to the drinking water supply when utilized in accordance with the manufacturer's recommendations.

The product must have a successful history of use in municipalities of similar water characteristics. Vendors quoting a price for this product shall provide a list of three municipalities with contact names and telephone numbers where the product quoted has had a successful history of use.

DELIVERY: The product will be delivered in dedicated tankers used exclusively for this product to maintain the integrity and priority of the product.

21. For Item #10 on the attached price sheet, the Polyaluminum Chloride (50% basicity) shall meet the following specifications:

SCOPE: Furnish and deliver polyaluminum chloride with a 50% basicity.

CERTIFICATION: The product that is bid must meet both criteria below:

A. The product must be certified by the National Sanitation Foundation under Standard 60 - Drinking Water Treatment Chemicals - Health Effects.

B. A Designation of "no Objection to Use" by the United States Environmental Protection Agency (USEPA) for treatment of potable water. The product is identified in the USEPA Water Chemicals Codex as NAS/CWTC 044-84.

SPECIFICATIONS (Page 4 of 5)

IMPURITIES: In addition to the specifications listed above, vendor(s) shall ensure that polyaluminum chloride solution does not contain other matter above limits which may be considered injurious to health. In particular:

- A. The product shall not contain any amount of natural or synthetic organic polymer.
- B. The product shall not contain concentrations of regulated metals exceeding limits as determined by NSF under Standard 60. These limits are based on no more than 10% contribution to the regulated metal concentration limit in the finished water (assuming complete transport of the regulated metal from the product to the water) based on maximum allowable regulated metal concentrations as set by the USEPA in the National Primary Drinking Water Standards and the maximum allowable dosage of the product as determined by NSF during the original product certification process. For more information, see NSF Standard 60, Section 3.0.1 and Appendix E.

PERFORMANCE: The product must have demonstrated ability to perform effectively under the following conditions:

- A. All turbidity ranges.
- B. All temperatures ranges.
- C. pH ranges between 6.0 to 10.0.

DELIVERY: All deliveries must be made in dedicated containers used exclusively for the shipment of polyaluminum chloride solution to maintain product integrity and purity. Deliveries will be by bulk tanker in quantities requested. The truck is to be equipped with pumping equipment, hoses, hose connections and an air blow-off valve to unload into storage tanks.

PRODUCT EVALUATION: Bids will only be accepted from bidders pre-qualified, based on in-plant testing. Contact Brian Eldridge at (716) 283-9770, extension 1050 for product evaluation. The product shall have been evaluated at the water treatment plant through jar testing. In each case a full report and conclusion must have been made to the Board. The Board reserves the right to disqualify the product if performance during jar testing does not meet quality standards or fails to perform to the satisfaction of the Board's staff. The vendor(s) and Board's staff shall agree to the requirements that must be met prior to any testing.

22. GENERAL REQUIREMENTS OF THE BOARD FOR VENDORS:

A. All chemicals shall be delivered to the Board's facilities in quantities directed by the Board. All deliveries will be made between the hours of 8:00 a.m. and 1:00 p.m. Monday through Friday, unless so directed. All pumps, hoses, hose connections and an air blow-off valve shall be supplied by the successful bidder for proper hookup to Niagara Falls Water Board equipment, so that all deliveries may be unloaded into the Board's storage facilities with a maximum of safety.

B. All Chemicals shall meet the applicable specifications of the American Water Works Association (AWWA) for use in the treatment of potable water unless otherwise modified herein.

C. All Chemicals shall be certified pursuant to National Sanitation Foundation (NSF) standard 60 Drinking Water Treatment Chemicals. Certification is to be provided.

23. ADDITIONAL DELIVERY REQUIREMENTS:

Vendors submitting pricing pursuant to this offering acknowledge that the items set forth herein are essential to the operation of water and wastewater operations in the listed municipalities, and that this is a vital public health and welfare concern. As such, vendors submitting quotes hereunder shall guarantee delivery of products ordered within the time frames set forth in the various paragraphs above.

SPECIFICATIONS (Page 5 of 5)

Failure to deliver an ordered item within the time frames set forth in said paragraphs may result in termination of the vendor's contract/agreement. In the event of such a default, the Board and other municipalities shall have the right to seek an alternate supplier for the item, and vendor shall be responsible for all costs, including shipping or delivery costs, for the procurement of the item(s) from the alternate supplier that are above and beyond the price vendor quoted herein.

This guarantee shall not extend to circumstances completely beyond the vendor's control, such as serious weather related delays or circumstances deemed an "act of God."

24. Failure to supply any requested information, or to submit prices for all items may cause a submission to be considered informal or result in a vendor being declared non-responsible.
25. Vendors shall note there are seven (7) exhibits attached to these specifications. Vendors must complete all of the documents contained in said exhibits and also provide all materials which meet the requirements set forth therein, including but not limited to, a certificate of insurance meeting the Niagara Falls Water Board standard insurance requirements, which must be provided by the successful bidder(s) after award of the bid.
26. Successful vendor(s) must also provide a separate certificate of insurance to each municipality they will be supplying goods to, listing all of those municipalities as an additional insured.
27. Due to the COVID-19 crisis, entrance into City Hall is currently limited. As such, vendors should make every effort to deliver quotation packages via USPS, UPS, FedEx or a similar delivery service. Please note that those deliveries must still be received by the Purchasing Division no later than the scheduled time set forth on the first page of this package. Vendors who are unable to utilize a delivery service may call 716-286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the parking lot entrance door to City Hall. Calls to schedule an appointment should be made no later than 4:00 p.m. the day before the scheduled opening. Neither the Purchasing Division nor the Niagara Falls Water Board shall be responsible for the late arrival of quotation packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.
28. For questions regarding the specifications, contact Purchasing Agent Douglas A. Janese, Jr. at (716) 286-4372.

PRICE SHEET

ITEM NO.	QUANTITY	SIZE / UNIT	ITEM NAME	UNIT PRICE
1	392	ONE TON CYLINDERS	CHLORINE	
2	159	150 POUND CYLINDERS	CHLORINE	
3	1,923	TONS	FERRIC CHLORIDE	
4	140	TONS	HYDROFLUOROSILICIC ACID (Minimum 23% Solution)	
5	13	TONS	HYDROFLUOROSILICIC ACID (Minimum 25% Solution)	
6	5,050,600	GALLONS	SODIUM HYPOCHLORITE	
7	60	TONS	HYDROGEN PEROXIDE	
8	900	TONS	HIGH CALCIUM QUICKLIME	
9	20	TONS	POLY-ORTHOPHOSPHATE	
10	954	TONS	POLYALUMINUM CHLORIDE	

DELIVERY LOCATIONS (Page 1 of 2)

Town of Lewiston
Water Pollution Control Center
501 Pletcher Road
Lewiston, New York 14092
(Items #3 and #6)

Niagara Falls Water Board
Wastewater Treatment Plant
1200 Buffalo Avenue
Niagara Falls, New York 14303
(Items #3, #6, #7 and #8)

Niagara Falls Water Board
Water Treatment Plant
5815 Buffalo Avenue
Niagara Falls, New York 14304
(Items #1, #4, #9 and #10)

Niagara County Water District
Water Treatment Plant
7227 Williams Road
Niagara Falls, New York 14304
(Item #1)

Niagara County Water District
Shawnee Booster Station
6240 Shawnee Road
North Tonawanda, New York 14120
(Item #2)

Niagara County Water District
Robinson Road Booster Station
6150 Robinson Road
Lockport, New York 14094
(Item #2)

Niagara County Water District
Town of Lewiston Booster Station
Elm Drive (Rear)
Lewiston, New York 14092
(Item #2)

City of Lockport
Water Filtration Plant
220 Summit Street
Lockport, New York 14094
(Items #1, #4 and #10)

DELIVERY LOCATIONS (Page 2 of 2)

City of Lockport
Pumping Station
River Road at Wheatfield Street
North Tonawanda, NY 14120
(Item #1)

Town of Grand Island
Wastewater Treatment Plant
3500 Baseline Road
Grand Island, NY 14072
(Item #6)

Town of Grand Island
Water Treatment Plant
3018 Baseline Road
Grand Island, NY 14072
(Items #2, #5 and #10)

City of North Tonawanda
Wastewater Treatment Plant
830 River Road
North Tonawanda, NY 14120
(Items #1 and #3)

City of North Tonawanda
Water Treatment Plant
Tonawanda Island
North Tonawanda, NY 14120
(Items #1, #3 and #4)

Town of Newfane
Wastewater Treatment
6349 East Lake Road
Olcott, NY 14126
(Items #3 and #6)

EXHIBIT A

**BIDDER'S CERTIFICATION &
ASSIGNMENT OF CLAIM**

BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

**THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK.
FAILURE TO DO THIS MAY RESULT IN REJECTION.**

I/We, the undersigned, herewith propose and agree to furnish to the Board any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the Board in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the Board and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

DATE

EXHIBIT B

NON-SUBMISSION CERTIFICATE

NON-SUBMISSION CERTIFICATE

Instructions

1. Place an X on the appropriate line(s) below.
2. Complete and return ONLY this page of the package.
3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

____ We are not making a submission.

____ We request that you remove our name from the mailing list for this offering only.

____ We request that you remove our name from the mailing list for all future offerings made by the Board.

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

SIGNATURE: _____

EXHIBIT C

**NFWB STANDARD TERMS, CONDITIONS
AND REQUIREMENTS**

NFWB STANDARD TERMS, CONDITIONS, AND REQUIREMENTS

Except as otherwise may be agreed to in writing, the following standard terms, conditions, and requirements shall form a part of any contract between the Niagara Falls Water Board and a bidder/proposer:

1. Insurance

Bidder/proposer shall be required to procure and maintain at its own expense and without expense to the Niagara Falls Water Board, insurance for liability for damages imposed by law, of the kinds and amounts hereinafter provided, from insurance companies authorized to do business in the State of New York covering all operations under any contract that results from this bid, whether performed by the bidder/proposer or its subcontractors. Before proceeding with any work under the contract that may result from this bid/proposal, the successful bidder/proposer shall furnish to the Niagara Falls Water Board Certificate of Insurance form(s) and relevant insurance policy declarations and endorsements satisfactory to the Water Board exhibiting compliance with this paragraph and providing that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Niagara Falls Water Board. The types and limits of insurance shall be as follows:

1. Workers Compensation as required by Law (submit Form C-105.2);
2. Disability Benefits as required by Law (submit Form DB-120.1);
3. Employer's Liability with a minimum limit of \$100,000;
4. Commercial General Liability insurance: Bodily, Personal Injury, and Property Damage Liability limits each of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which shall include the following coverages:
 - a. Owner's Protective Liability
 - b. Premises – Operations
 - c. Broad Form Contractual
 - d. Independent Contractor and Sub-Contractor
 - e. Products and Completed Operations
5. Automobile Liability: \$1,000,000 single limit; and
6. Umbrella/Excess Liability: A minimum of \$5,000,000 on a per occurrence and aggregate basis; this shall be in excess of primary general, automobile and employer's liability limits.
7. Professional Liability/Errors and Omissions: \$2,000,000 (identified as a claim made or an occurrence policy) (required only if professional services are to be performed pursuant to the contract).

Certificates, declarations, and endorsements should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304.

The Niagara Falls Water Board, the Niagara Falls Public Water Authority, and the City of Niagara Falls, New York shall be named as an Additional Insureds on the Liability Policies (except for professional liability) with the following provision: The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

In the event that the bidder/proposer requires any subcontractor to procure insurance with regard to any of the operations under the contract resulting from this bid or solicitation and requires such subcontractor to name the bidder/proposer as an additional insured under such insurance, the bidder/proposer shall ensure that such policy names the Water Board, Niagara Falls Public Water Authority, and their officers and employees as additional insureds.

2. Indemnification and Waiver of Subrogation

The successful bidder/proposer, to the full extent permissible by New York law, must agree to indemnify and hold the Niagara Falls Water Board, its Directors, Officers, and Employees harmless against all loss, cost, or damage, on account of injury to person or damage to property as a result of any action or inaction of the bidder/proposer or its representatives or agents or subcontractors in performance of the contract resulting from this bid or solicitation and against all fines, penalties any other losses which the Niagara Falls Water Board shall be obliged to pay or incur in connection with the performance of the work under the contract.

The successful consultant also must agree to waive all rights against the Water Board, including its officials and employees, for any damages or losses that are covered under any insurance required by this appendix or in the resulting contract, or any other insurance applicable to the operations of the bidder/proposer and/or its subcontractors in the performance of the contract.

3. Independent Contractor

The successful bidder/proposer and its employees will operate as an independent contractor and are not considered Water Board employees. Bidder/proposer must identify its subcontractors, if any, in its bid/proposal, but award of a contract shall not create any relationship between the subcontractors and Water Board, and bidder/proposer shall be responsible for the entire contract. The Water Board shall have the right to reject any proposed subcontractors.

4. Successors and Assigns

Any contract resulting from this bid/solicitation shall inure to the benefit of and be binding upon the legal representatives and successors of the parties, respectively, but the successful bidder/proposer may not assign the contract without the Water Board's written permission.

5. Freedom of Information Law – Claim of Confidential, Proprietary, or Trade Secret Information

The Water Board is subject to the provisions of the Freedom of Information Law (“FOIL”), N.Y. Public Officers Law, Sections 84 through 90, relating to public access to agency records. The bidder/proposer shall specifically identify any portions of the documents submitted with the bid/proposal deemed to be confidential, proprietary information, or trade secrets and provide any justification why such material, upon request, should not be disclosed by the Water Board. The top of each page containing such information must be clearly marked in bold type **“PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”** Such information deemed by the bidder/proposer to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal.

The Water Board accepts no responsibility for disclosure of information designated as exempt from disclosure, but the Board does intend to evaluate, on a case-by-case basis, whether exemption from disclosure applies when a FOIL request is made to the Water Board for examination of such a document. Bidders/proposers should be aware that any and all terms of their respective bids/proposals may be the subject of discussion at Board of Directors meetings that are open to the public.

6. General Conditions of Bid/Solicitation

The issuance of this solicitation does not commit the Water Board to award a contract or to pay any costs incurred by bidders/proposers in the preparation of their bids/proposals. In addition, the Water Board reserves the right to accept bids by items, or as a whole, or to reject any or all bids or waive informalities.

7. Bid/Proposal Firm and Irrevocable for 90 Days

A signed bid or proposal shall be considered a firm offer on the part of the bidder/proposer for a period of 90 days.

EXHIBIT D

**PROHIBITED BUSINESS PRACTICES AND
LOBBYING LAW POLICY**

PROHIBITED BUSINESS PRACTICES AND LOBBYING LAW POLICY

1. **Iran Divestment Act.** By submitting a bid in connection with this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Bidder further certifies that it will not utilize in connection this contract any subcontractor that is identified on the Prohibited Entities List.
2. **International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, that by submitting a bid or by assuming the responsibility of a contract awarded hereunder, bidder agrees, as a material condition, that neither the bidder nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If bidder, or any of the aforesaid affiliates of bidder, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the bidder’s execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The bidder shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
3. **MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), by submitting a bid or by assuming the responsibility of a contract awarded hereunder the bidder hereby stipulates that the bidder either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
4. **Prohibition on Purchase of Tropical Hardwoods.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as

detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

5. **Conflicts of Interest and Prohibition on Political and Religious Activity.** By submitting a bid or by assuming the responsibility of a contract awarded hereunder, bidder stipulates that, upon information and belief, no member of the governing body of the Water Board, or officer or employee of the Water Board, forbidden by Law, is interested in, will derive benefit from, or will be a party to, the contract between bidder and the Water Board. Bidder warrants that no payment, gift, or thing of value has been or will be made, given, or promised any Director, Officer, or Employee of the Water Board, or any member of the immediate family of any Director, Officer, or Employee of the Water Board (spouse, parent, sister, brother, or child) to obtain this or any other agreement between the parties. Bidder agrees that its provision of services under any contract that may result from this solicitation shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under any contract that may result from this solicitation be used for such purposes. The bidder further agrees that if awarded an agreement as a result of this solicitation, there shall be no religious worship, instruction, or proselytizing as part of or in connection with the bidder's provision of services under that contract, nor shall any of the funds provided under this agreement be used for such purposes.

6. **Restricted Period for Communications with Water Board and Lobbying Law.** Bidders are advised that, from the date the Notice to Bidders is issued until the award of the contract, no contact by bidders or their agents with the Water Board or Water Board personnel related to this solicitation is permitted, except as shall be authorized by the authorized Water Board contact indicated on the Notice to Bidders.

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communication between respondents and the Water Board during the procurement process. A respondent is restricted from making contacts from the date the Notice to Bidders is issued through the final contract award by Water Board (the "Restricted Period"). During the Restricted Period, respondents may only contact the designated contact regarding this solicitation. The designated contact is identified on the Notice to Bidders. Respondents are responsible for complying with State Finance Law Sections 139-j and 139-k. Directors, officers and employees of the Water Board are required to record certain information when contacted during the Restricted Period. A review of whether such contacts were permissible contacts will be considered in connection with any determination of responsibility of the respondent. Failure of any respondent to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the contract award or if such contract has been executed, then the immediate termination of the contract. Violations may result in debarment of the respondent from proposing on or obtaining governmental procurement contracts in the State of New York.

Bidders are required to complete and return with their proposal the Water Board's New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") – Disclosure Statement, which is a part of the contract documents.

DATE: ____/____/____

BIDDER (SIGNATURE): _____

BIDDER (NAME): _____

BIDDER (FIRM): _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

Notary Public

EXHIBIT E

**NEW YORK STATE FINANCE LAW SECTIONS
139-j AND 139-k (“LOBBYING LAW”) –
DISCLOSURE STATEMENT**

New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

General Information All procurements by the Niagara Falls Water Board ("NFWB") in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the NFWB intended to influence a procurement) during a procurement - from the earliest notice of intent to solicit bids/proposals through final award and approval - must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate NFWB officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFWB will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the NFWB Executive Director and OGS.

Moreover, the statutes require the NFWB to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which offerors are required to comply, together with additional information and instructions.

Instructions New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York 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 New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York 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 the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-Responsibility Determinations

Name of Bidder/Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? ☐ Yes ☐ No

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? ☐ Yes ☐ No

¹ A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)



New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes
☐

No
☐

If yes to any of the above questions, provide details regarding the finding of non-responsibility below:

Governmental Entity: _____ Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Has any governmental entity terminated or withheld a procurement contract with the Bidder/ Proposer due to the intentional provision of false or incomplete information?

Yes
☐

No
☐

If yes, please provide details regarding the termination/withholding below:

Governmental Entity: _____ Date of Termination: _____

Basis for Termination: _____

(Add additional pages as necessary)

Bidder's/Proposer's Affirmation and Certification

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the NFWB with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____ Date: _____

(Signature of Person Certifying)

Print Name and Title: _____ Title: _____

Bidder/Proposer or Contractor/Consultant (Full Legal Name): _____

Address of Bidder/Proposer or Contractor/Consultant: _____

**NFWB's Right
to Terminate**

The NFWB reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFWB may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.

EXHIBIT F

CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878, the undersigned bidder/proposer hereby subscribes and affirms as true, under the penalties of perjury, the following statement of non-collusion:

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

- (1) The prices in this bid/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/proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposer have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

DATE: ____/____/____

BIDDER/PROPOSER (SIGNATURE): _____

BIDDER/PROPOSER (NAME): _____

BIDDER/PROPOSER (FIRM): _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

Notary Public

EXHIBIT G

**STATEMENT ON SEXUAL HARASSMENT
PURSUANT TO STATE FINANCE LAW § 139-I**

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Notary Public