

NIAGARA FALLS WATER BOARD
REQUEST FOR BIDS FOR
WATER AND WASTEWATER TREATMENT CHEMICALS (COOPERATIVE BID)
BID #W2018-05

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 24, 2018.

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, 2019 through December 31, 2019.
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:
- 2,500 gallons – City of North Tonawanda
 - 2,000 gallons – Niagara Falls Water Board and/or City of Lockport
 - 1,000 gallons – Town of Grand Island
17. The various municipal entities cooperating in this bid shall be entitled to select from Items #4 and # 5 depending on their need, financial considerations and their evaluation of the various products' effectiveness. The quantities listed in Item #4 and #5 set forth the total anticipated needs for the various municipal entities which are cooperating herein (i.e. 100% of the anticipated needs are listed in both items). Again, these quantities are estimates of possible usage and are not a guarantee to any quantity to be purchased by any of the municipal entities herein.
18. 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.
19. For Item #7 on the attached price sheet, the Hydrogen Peroxide (H₂ O₂) shall be 50% technical grade (stabilized), delivered in tank trucks. Bid to be based on a solution basis.
20. For Item #8 on the attached price sheet, the High Calcium, High Reactivity, Rotary Kiln Quicklime shall meet the following specifications:

SCOPE: This specification covers high calcium, high reactivity rotary kiln quicklime to be used in the treatment of combined municipal and industrial wastewater and for use as a conditioning agent for sludge prior to de-watering.

DEFINITION: High calcium, high reactivity quicklime is a white porous solid obtained by the calcination of limestone and is composed essentially of calcium oxide (CaO.)

AVAILABLE CALCIUM OXIDE: Quicklime supplied under this specification shall contain at least 90% available calcium oxide (CaO) as determined by the method described in Section 3C of the AWWA Standard B202-65.

SIZE RANGE: Quicklime supplied under this specification shall consist of material of which 100% passes a ¼" sieve, commonly referred to as 0 x ¼" run of kiln high calcium lime.

SLAKING RATE: Quicklime supplied under this specification shall be a high reactivity lime, shall exhibit a slaking rate which will produce a 40 degree centigrade temperature rise in 3 minutes and the slaking reaction will be complete in 10 minutes or less, with a final reaction temperature of at least 70 degrees centigrade when tested according to Section 4C of the AWWA Standard B202-65.

INSOLUBLE MATERIAL: Quicklime supplied under this specification will slake without production of objectionable amounts of insoluble material. The basis for rejection shall be the production of more than 2% insoluble material when tested according to Section 5C of the AWWA Standard B202-65.

SPECIFICATIONS (Page 3 of 5)

IMPURITIES: The high calcium, high reactivity quicklime supplied under this standard shall not contain any compound which will produce a toxic effect upon the wastewater treatment system, the receiving waters or the de-watered sludge.

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

METHODS OF TESTING: The laboratory examination shall be carried out in accordance with Part C of the AWWA Standard B202-65.

REJECTION: 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.

DELIVERY AND BID: Per the attached specifications, in hopper trucks. Each delivery shall be no more than twenty-five (25) tons. Bid to be based on the anhydrous calcium oxide (CaO) content upon delivery.

21. 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.

22. 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.

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.

SPECIFICATIONS (Page 4 of 5)

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 105 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.

23. 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 the 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.

24. 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 Paragraph 6 above.

Failure to deliver an ordered item within the time frames set forth in Paragraph 6 above 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."

SPECIFICATIONS (Page 5 of 5)

25. 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.
26. Failure to complete and sign the “Bidder’s Certification & Assignment of Claim” may result in the submission being rejected.
27. Failure to complete, sign and have notarized the “Affidavit of Non-Collusive Submission Certification” may result in the submission being rejected.
28. Failure to complete, sign and have notarized the “Certification of Compliance with the Iran Divestment Act” may result in the submission being rejected.
29. If a vendor is not making a submission, it is important that the vendor answer this offering by completing and mailing back the “Non-Submission Certificate” in this package. Failure to respond to two successive offerings may result in a vendor being removed from the mailing list.
30. A certificate of insurance which meets all the requirements as set forth in the attached Niagara Falls Water Board standard insurance requirements must be provided by the successful bidder(s) after award of the bid. A separate certificate of insurance must be issued to each municipality listing it as an additional insured.
31. 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	416	ONE TON CYLINDERS	CHLORINE	
2	154	150 POUND CYLINDERS	CHLORINE	
3	2,228	TONS	FERRIC CHLORIDE	
4	156	TONS	HYDROFLUOROSILICIC ACID	
5	156	TONS	PURIFIED FLUOROSILICIC ACID	
6	2,550,600	GALLONS	SODIUM HYPOCHLORITE	
7	1,600	TONS	HYDROGEN PEROXIDE	
8	1,000	TONS	HIGH CALCIUM, HIGH REACTIVITY ROTARY KILN QUICKLIME	
9	20	TONS	POLY-ORTHOPHOSPHATE	
10	854	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/#5, #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/#5 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, #4/#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/#5)

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

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

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other vendor, firm or person who is submitting or potentially submitting on this project, and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause or induce any vendor, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any vendor, firm or person, or offered, promised or paid cash or anything of value to any vendor, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any vendor, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any vendor, firm or person, and has not been promised or paid cash or anything of value by any vendor, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT
SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

Sworn to before me this ____ day
of _____, 20__

Notary Public

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Vendor/Bidder/Contractor, any person signing on behalf of any Vendor/Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Vendor/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Vendor/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the agreement or contract, should the Board receive information that a Vendor/Bidder/Contractor is in violation of the above-referenced certification, the Board will offer the person, vendor or entity an opportunity to respond. If the person, vendor or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Board shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Vendor/Bidder/Contractor in default.

The Board reserves the right to reject any bid or request for assignment for a Vendor/Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Vendor/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, depose and say that I am the _____ of _____, the vendor making this submission and that neither Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Authorized Signature

Sworn to before me this ____ day
of _____, 20__

Notary Public

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: _____

NIAGARA FALLS WATER BOARD INSURANCE REQUIREMENTS

INSURANCE: Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000 per occurrence and \$3,000,000 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for X C U coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. 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.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:**

If General Liability and/or limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000).

With a minimum limit of \$1,500,000 each occurrence and \$3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

E. **Professional Liability:**

If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000).

F. **Property Insurance:** (if applicable)

Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond (where applicable):**

A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the Niagara Falls Water Board in the amount of not less than one hundred (100) per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

Revised 5/7/2007