NIAGARA FALLS WATER BOARD

REQUEST FOR SEALED BIDS:
CHEMICALS FOR MUNICIPAL
WATER AND WASTE-WATER TREATMENT FACILITIES
BID #W2023-05

Sealed submissions will be received, publicly opened and read aloud on behalf of the Niagara Falls Water Board (NFWB) by the Purchasing Division of the City of Niagara Falls at City Hall as follows:

Time	Date
11:00 A.M.	WEDNESDAY, OCTOBER 4, 2023

FOR: PURCHASE OF CHEMICALS FOR MUNICIPAL WATER AND WASTE-WATER TREATMENT FACILITIES

in accordance with the specifications on file. The Niagara Falls Water Board reserves the right to reject any and all submissions and waive any informality.

One (1) original submission and one (1) copy shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall, Room 214
745 Main Street
Niagara Falls, NY 14301

BIDS SUBMITTED BY FACSIMILE OR ELECTRONIC MEANS ARE UNACCEPTABLE

Bids on items as specified herein shall be accepted by the Purchasing Division, 745 Main Street, Room 214 on behalf of the Niagara Falls Water Board ("Board") until 11:00 a.m. on October 4, 2023 and opened at that time.

All bids are subject to delivery and must comply with the delivery specifications contained herein.

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

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

Bid prices are to be shown NET. Cash discounts, if any, are to be clearly stated.

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

Any and all bids and contracts made or awarded by the 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 may hereafter be amended. The provisions of the New York State General Municipal Law, including Sections 103a and 103b, are applicable to this bid.

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

NON-COLLUSIVE BIDDING CERTIFICATION
(PURSUANT TO CHAPTER 751 OF THE LAWS OF NEW YORK, 1965)

By submission of this bid, the vendor certifies that:

1) This bid has been independently arrived at, without collusion with any other bidder or with any competitor or potential competitor.
2) This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other vendor, competitor, or potential competitor.
3) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid.
4) The person signing this bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the vendor as well as to the person signing on its behalf.
5) That attached hereto (if a corporate vendor) is a certified copy or resolution authorizing the execution of this certificate by the signing party on behalf of the corporate bidder.

VENDOR NAME:

_____

VENDOR ADDRESS:

_____

_____

_____

CONTACT PERSON FOR QUESTIONS REGARDING BID: _____

CONTACT PERSON'S TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

MAIL BIDS TO:
NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION, ROOM 214
745 MAIN STREET
NIAGARA FALLS, NEW YORK 14301

DELIVER BIDS TO:
NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION, ROOM 214
745 MAIN STREET
NIAGARA FALLS, NEW YORK 14301

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 chemicals for municipal water and wastewater treatment facilities as set forth herein.

2. The quantity listed is on a **more or less basis** based on historical usage amounts and is not a guarantee of any minimum or maximum amount to be ordered. The Board reserves the right to order based solely on its need.

3. Bid prices are to be firm for the time period of January 1, 2024, through December 31, 2024.

4. Bid price is to be F.O.B. destination, freight prepaid to the locations set forth in Paragraph 21 herein.

5. Delivery is required within four (4) calendar days after receipt of the order unless otherwise noted herein. Delivery hours at the Wastewater treatment plant are 24 hours per day, and delivery hours at the Water treatment plant are 7:00 a.m. to 3:00 p.m. Monday through Friday.

6. Chemicals must be delivered in dedicated tankers used exclusively for the product being delivered to maintain the integrity and priority of the product.

7. 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.

8. 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.)

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

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

11. For Item #1 on the attached price sheet, be advised that all chlorine shall be delivered in one-ton cylinders and 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. Cylinders must be delivered on flatbed trucks. Contractor must provide gaskets for safe and direct connection of the cylinders to the permanent feed line available for gaseous chlorination. All 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.

12. For Item #2 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.

13. For Item #3 on the attached price sheet, the solution of hydrofluorosilicic acid shall be a minimum 23% solution in 4,000 gallon lots. 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)

14. For Item #4 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. The Waste-Water Treatment Plant generally places a standing order for five (5) to six (6) tanker truckloads delivered daily and will coordinate exact delivery times and quantities with supplier. Otherwise, delivery is required as set forth in Paragraph 5 above.

15. For Item #5 on the attached price sheet: the NFWB has elected not to solicit Hydrogen Peroxide (H_2O_2) bids for the 2024 calendar year at this time.

16. For Item #6 on the attached price sheet, the Granular High Calcium Quicklime shall meet the following specifications:

    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, with a maximum weight capacity of twenty-five (25) tons each.

    The Board's chemical feed facilities cannot utilize a powdered lime product, and the required material is to be free of lumps or foreign matter which might interfere with the same. It 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

    Chemical Properties

Available Lime:	>96%	Total Sulfur:	<0.03%
Calcium Oxide:	>96%	Silica (SiO2):	<0.75%
Magnesium Oxide:	<1.5%	Ferric Oxide (Fe2O3):	<0.15%
Carbon Dioxide:	<0.3%	Alumina (Al2O3):	<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 Waste-Water 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.

- Continued -

SPECIFICATIONS (Page 3 of 5)

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.

17. For Item #7 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% Polyphosphate and 18% Orthophosphate 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.

18. For Item #8 on the attached price sheet, the Polyaluminum Chloride shall meet the following specifications:
SCOPE AND CERTIFICATION: Furnish and deliver polyaluminum chloride with a 50% basicity that meets 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.

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.

SPECIFICATIONS (Page 4 of 5)

PERFORMANCE: The product must have demonstrated ability to perform effectively at all turbidity ranges, all temperature ranges and at pH ranging between 6.0 and 10.0.

DELIVERY: 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 Robert Rowe at (716) 283-9770 ext. 2030 and/or Jordan Boyd at ext. 2050 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.

19. 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 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.

20. ADDITIONAL DELIVERY REQUIREMENTS:

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

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 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.

SPECIFICATIONS (Page 5 of 5)

21. DELIVERY LOCATIONS:

Wastewater Treatment Plant
1200 Buffalo Avenue
Niagara Falls, New York 14303
(Items #2, #4, #5 and #6)

Water Treatment Plant
5815 Buffalo Avenue
Niagara Falls, New York 14304
(Items #1, #3, #7 and #8)

22. 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.

23. Vendors shall note there are three (3) appendices attached to these specifications. Vendors must complete all the documents contained in said exhibits and 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.

24. Due to the COVID-19 crisis, entrance into City Hall is currently limited. As such, vendors should make every effort to deliver bid 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 main entrance door to City Hall. Calls to schedule an appointment should be made no later than 3:00 p.m. the day before the scheduled bid opening. Neither the Purchasing Division nor the Niagara Falls Water Board shall be responsible for the late arrival of bid packages due to delivery failure or failure to correctly schedule an appointment.

25. Questions regarding the specifications may be directed as follows:
    Water Treatment Facility Contact - Rob Rowe at 716-283-9770, ext. 2030 (office) or rrowe@nfwb.org.
    Waste-Water Treatment Facility Contact – Dennis Kirkland at 716-609-7555 (cell) or dkirkland@nfwb.org.
    Purchasing Division Contact - Purchasing Agent Leeann Huey at (716) 286-4372 or leeann.huey@niagarafallsny.gov.

PRICE SHEET (PAGE 1 of 1)

Vendor Name: _____

ITEM NO.	QUANTITY	SIZE / UNIT	ITEM NAME	UNIT PRICE
1	80	ONE TON CYLINDERS	CHLORINE	
2	340,000	GALLONS	FERRIC CHLORIDE	
3	100	TONS	HYDROFLUOROSILICIC ACID	
4	5,500,000	GALLONS	SODIUM HYPOCHLORITE	
5	N/A	GALLONS	HYDROGEN PEROXIDE	N/A for 2024 Calendar Year
6	850	TONS	GRANULAR HIGH CALCIUM QUICKLIME	
7	20	TONS	POLY-ORTHOPHOSPHATE	
8	750	TONS	POLYALUMINUM CHLORIDE	

NOTES:

APPENDIX A

NIAGARA FALLS WATER BOARD SEALED BID CONTRACT STANDARD TERMS, CONDITIONS, AND REQUIREMENTS

APPENDIX A

NFWB SEALED BID CONTRACT
STANDARD TERMS, CONDITIONS, AND REQUIREMENTS

The parties to the attached contract or agreement (hereinafter "contract" or "agreement") agree to be bound by the following clauses which are hereby made a part of the contract (the word "contractor" herein refers to any party to the contract other than the Niagara Falls Water Board). Any party submitting a bid in response to the attached solicitation also agrees to comply with these terms, conditions, and requirements.

A. Statement of Qualifications

OMITTED FOR THIS PROCUREMENT.

B. Personnel

OMITTED FOR THIS PROCUREMENT.

C. Coordination and Cooperation with Third Parties

OMITTED FOR THIS PROCUREMENT.

D. Safety and Site-Specific Safety Plan

OMITTED FOR THIS PROCUREMENT.

E. Insurance

Contractor 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 the contract, whether performed by the contractor or its subcontractors. Before proceeding with any work under the contract, the contractor 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;

6. Umbrella/Excess Liability: OMITTED FOR THIS PROCUREMENT

7. Professional Liability/Errors and Omissions: OMITTED FOR THIS PROCUREMENT

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, for both Ongoing and Completed Operations on a primary and non-contributory basis, on the Liability (General Liability, Auto Liability and Excess 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 contractor requires any subcontractor to procure insurance with regard to any of the operations under the contract and requires such subcontractor to name the contractor as an additional insured under such insurance, the contractor shall ensure that such policy names the Water Board, Niagara Falls Public Water Authority, and their officers and employees as additional insureds.

F. Indemnification and Waiver of Subrogation

Contractor, to the full extent permissible by New York law, agrees 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 contractor or its representatives or agents or subcontractors in performance of the contract 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 contractor 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 contract, or any other insurance applicable to the operations of the contractor and/or its subcontractors in the performance of the contract.

G. Independent Contractor

The contractor and its employees will operate as an independent contractor and are not considered Water Board employees.

H. Identification of Subcontractors

Contractor must identify its subcontractors, if any, in its bid, but award of a contract shall not create any relationship between the subcontractors and Water Board, and

contractor shall be responsible for the entire contract. The Water Board shall have the right to reject any proposed subcontractors.

I. Successors and Assigns

The contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties, respectively, but contractor may not assign, transfer, convey, sub-let, or otherwise dispose of its rights, title, or interest in the contract without the Water Board's prior written consent. In the event that contractor assigns, transfers, conveys, sub-lets or otherwise disposes of any of its interest in the contract without the Water Board's prior written consent or purports to do so, the Water Board shall revoke and annul the contract and shall be relieved and discharged from any and all liability and obligations arising out of the contract and to contractor and to the person or corporation to which the contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under the contract, except so much as may be required to pay contractor's employees for work performed under the contract. The provisions of this section shall not hinder, prevent, or affect an assignment by contractor for the benefit of his creditors made pursuant to New York State law.

J. No Third Party Rights

Nothing in this contract shall be construed or deemed to create any right in nay person or entity not a party to the contract, except any permitted successors and assigns, and nothing in this contract shall be construed in any way to be a contract in whole or in part for the benefit of any third party.

K. Exemption from Tax

Invoices and bills to the Water Board shall not include charges for any Federal, State or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by the Water Board.

L. Set-Off Rights

The Water Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Water Board's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing from contractor to the Water Board with regard to this contract, any other contract with the Water Board, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing from contractor to the Water Board for any other reason including, without limitation, any monetary penalties.

M. Records.

The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Water Board and its representatives, shall have access to the Records during normal business hours at an office of the contractor within the State of New York or, if no

such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Water Board shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Water Board official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Water Board's right to discovery in any pending or future litigation.

N. 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 contractor shall specifically identify any portions of the documents submitted with the bid or 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 contractor to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the bid or 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. Contractors should be aware that any and all terms of their respective proposals or bids may be the subject of discussion at Board of Directors meetings that are open to the public.

O. Compliance with Breach Notification and Data Security Laws

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification laws, General Business Law §§ 899-aa and 899-bb and State Technology Law § 208.

P. General Conditions of Bids

Detailed instructions regarding the submission of bids are set forth in the contract documents. In all cases, the Water Board shall have the right to reject all bids or to waive any technical defect, qualification, omission, informality, or irregularity in any bid received.

Q. Bids Firm and Irrevocable for 60 Days

The Water Board reserves the right to make awards within 60 calendar days after the time designated herein for the opening of bids, during which 60 days, bids may not be withdrawn.

R. Conflicting Terms

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

S. Addenda

Any clarification, interpretation, correction, or change of the bidding documents will be made by written addendum. Clarifications, interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding, and contractors shall not rely upon such clarifications, interpretations, corrections, or changes. Contractors shall acknowledge the number of addenda received using this Appendix's Form No. 1.

T. Non-Discrimination and Prohibition Against Sexual Harassment

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), sexual orientation, national origin, age, disability, military status, predisposing genetic characteristics, domestic violence victim status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, and/or repair of any public building and/or public work and/or for the manufacture, sale, and/or distribution of materials, equipment, and/or supplies, and to the extent that the contract shall be performed within the State of New York, contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; and/or (b) discriminate against or intimidate any employee hired for the performance of work under the contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Contractor agrees that prior to the award of a contract, it shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Water Board containing at a minimum the terms therefore as set forth in this Appendix's Form No. 4.

By submission of a bid, contractor and each person signing on behalf of contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the contractor 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. Contractor agrees that prior to the award of a contract, it shall submit the Statement on Sexual Harassment form at this Appendix's Form No. 5.

U. Iranian Energy Sector Divestment

Pursuant to Public Authorities Law § 2879-c, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. This list of persons who engage in investment activities in Iran is available at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

V. 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, the contractor agrees, as a material condition of the contract, that neither the contractor 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 such contractor, or any of the aforesaid affiliates of contractor, 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 contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

W. MacBride Fair Employment Principles

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the contractor hereby stipulates that contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

X. 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 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. Proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

Y. Steel Products

If this contract involves steel products, then pursuant to Public Authorities Law § 2601-a:

a. All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions.
b. All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.

Z. Delivery of Products

Products to be delivered by contractor to the Water Board shall be delivered FOB destination, prepaid and invoiced.

AA. Wage and Hour Requirements

OMITTED FOR THIS CONTRACT.

BB. Workforce Reporting

OMITTED FOR THIS CONTRACT.

CC. M/WBE and SDVOB Requirements and Grant Funded Projects

OMITTED FOR THIS CONTRACT.

DD. New York State Certified Apprenticeship Training Program Requirements

OMITTED FOR THIS CONTRACT.

EE. Payment

Contractor agrees to provide complete and accurate billing invoices to the Water Board on a monthly basis, and will comply with cover sheet requirements or other invoice submission procedures as the Water Board may from time to time require. Invoices submitted must contain sufficient information and documentation to support the charges submitted. Documentation may include time sheets, expense vouchers and any other supportive

documentation requested by the Water Board or its representative. If contractor is in compliance with applicable prevailing wage laws and has satisfactorily completed all required Minority, Women, and Disadvantaged Business Enterprise and Service-Disabled Veteran-Owned Business utilization and reporting requirements, payment shall be made monthly on the basis of invoices submitted by contractor, each payment to be due sixty (60) days after receipt of the invoice, unless the Water Board reasonably disputes some or all of the invoice.

FF. Conflicts of Interest and Prohibition on Political and Religious Activity

By submitting a bid or by assuming the responsibility of a contract awarded hereunder, contractor 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 contractor and the Water Board. Contractor 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. Contractor agrees that its provision of services under this contract 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 the contract be used for such purposes. The contractor further agrees that there shall be no religious worship, instruction, or proselytizing as part of or in connection with the contractor's provision of services under the contract, nor shall any of the funds provided under this agreement be used for such purposes.

GG. Non-Collusion

Contractor must submit a signed non-collusive bidding certification on the form that is this Appendix's Form No. 2.

HH. Communication with Water Board and Lobbying Law.

Bidders/contractors are advised that, from the date the notice to bidders or invitation to bid 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 procurement is permitted, except as shall be authorized by the authorized Water Board contact indicated on the invitation to bid.

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 invitation to bid 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 procurement. The designated contact is identified on the invitation to bid or 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.

Contractors are required to complete and return with their bid this Appendix's Form No. 3, New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement.

II. Waiver of Immunity

By entering into this agreement, the contractor agrees, acknowledges, and accepts that pursuant to Public Authorities Law § 2875, upon the refusal by 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, a public authority or with any public department, agency or official of the state or of 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 (b) any and all contracts made with any public authority or official thereof, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled 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 or termination shall be paid.

JJ. Termination

1. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the contractor, the contract may be terminated by the Water Board at the contractor's expense where contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the contract, or for nonperformance, or upon a determination that contractor is non-responsible. Such termination shall be upon written notice to the contractor. In such event, the Water Board may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

2. For Convenience: By written notice, this contract may be terminated at any time by the Water Board for convenience upon thirty (30) days written notice and without penalty or other early termination charges due. Such termination of the contract shall not affect contractor's right to recover for any work performed or materials acquired under the contract prior to the date of such termination, provided that contractor cancels, prior to the effective date of the termination, as many outstanding obligations as possible and agrees not to incur any new obligations after receipt of the notice of termination without approval by the Water Board. If the contract is terminated pursuant to this subdivision, the Water Board shall remain liable for all accrued but unpaid charges incurred through

the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

3. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Water Board reserves the right to terminate the contract in the event it is found that the certification filed by the contractor in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Water Board may exercise its termination right by providing written notification to the contractor.

KK. Governing Law and Venue

These terms and conditions and the contract shall be governed by the laws of the State of New York. Each of the parties to these terms and conditions and the contract submits to the exclusive jurisdiction and venue of the State and Federal courts located in Niagara County, New York, or if the required Federal courts are not located in Niagara County, to the Federal courts located in Erie County, New York.

LL. Service of Process and Notices

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon contractor's actual receipt of process or upon the Water Board's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Water Board, in writing, of each and every change of address to which service of process can be made. Service by the Water Board to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond. A copy of all notices to the Water Board shall be provided to: Legal Department, Niagara Fall Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304.

MM. No Waiver of Rights

No failure or delay (in whole or in part) on the part of either party hereto to exercise any right or remedy hereunder shall impair its ability to later exercise any such right or remedy, operate as a waiver thereof, or affect any other rights or remedies that may be available under the law or in equity, except to the extent it causes actual prejudice to the other party. No waiver by either party of any covenant, condition, term or provision of the contract shall be deemed to have been made by that party unless such waiver is in writing and signed by an authorized representative of the party.

APPENDIX A, FORM No. 1

ACKNOWLEDGEMENT OF ADDENDA

PROJECT TITLE: _____
(Write the Project No. and Title on the Line Above)

DIRECTIONS: Complete Part I or Part II, whichever is applicable.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID:

ADDENDUM # 1: DATED _____ , 20__

ADDENDUM # 2: DATED _____ , 20__

ADDENDUM # 3: DATED _____ , 20__

ADDENDUM # 4: DATED _____ , 20__

ADDENDUM # 5: DATED _____ , 20__

ADDENDUM # 6: DATED _____ , 20__

PART II: _____ INITIAL HERE IF NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID INITIAL HERE

DATE: ____/____/_____

CONTRACTOR (SIGNATURE): _____

CONTRACTOR (NAME): _____

CONTRACTOR (FIRM): _____

APPENDIX A, FORM No. 2

NON-COLLUSIVE BIDDING CERTIFICATION

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878:

(a) 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.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

DATE: ____/____/_____

BIDDER (SIGNATURE): _____

BIDDER (NAME): _____

BIDDER (FIRM): _____

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

On the ____ day of _____, 20__, 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

APPENDIX A, FORM No. 3

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 pre-bid 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. 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 entity[1] 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**

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 (attach additional pages if 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, provide details regarding the termination/withholding below:

Governmental Entity: _____

Year of Termination/Withholding:_____

Basis for Termination/Withholding (attach additional pages if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

_____

NOTICE OF 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.

Bidder or Proposer's Affirmation and Certification

By signing below, the Bidder or Proposer:

a) Affirms that the Bidder or 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.

DATE: ____/____/_____

BIDDER/PROPOSER (SIGNATURE): _____

BIDDER/PROPOSER (NAME): _____

BIDDER/PROPOSER (FIRM): _____

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

On the ____ day of _____, 20___, 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

APPENDIX A, FORM No. 4

EQUAL EMPLOYMENT OPPORTUNITY ("EEO") POLICY STATEMENT AND AGREEMENT

Contractor hereby agrees to the following EEO policy with respect to its work on any contract awarded in connection with this procurement:

a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Niagara Falls Water Board ("Water Board") contracts.
b) This organization shall state in all solicitations or advertisements for employees that in the performance of the Water Board contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.
c) At the request of the Water Board, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
d) This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, pregnancy or pregnancy-related conditions, gender identity, familial status, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
e) This organization will include the provisions of section (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Water Board contract.

ACCEPTED AND AGREED:

DATE: ____/____/_____

CONTRACTOR (SIGNATURE): _____

CONTRACTOR (NAME): _____

CONTRACTOR (FIRM): _____

APPENDIX A, FORM No. 5

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

By submission of this bid or proposal, contractor(s) and each person signing on behalf of any contractor certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that the contractor 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.

DATE: ____/____/_____

CONTRACTOR (SIGNATURE): _____

CONTRACTOR (NAME): _____

CONTRACTOR (FIRM): _____

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

On the ____ day of _____, 20__, 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

APPENDIX A, FORM No. 6

STANDARD TERMS AND CONDITIONS
ACKNOWLEDGEMENT AND CERTIFICATION

As a duly-authorized representative of the contractor indicated below, I hereby acknowledge that by submitting a bid or proposal in connection with

_____,
(write Bid or Project Number and Title)

contractor has made a firm offer and agrees to be bound by its terms. Contractor has carefully read the contract, terms and conditions, bidding documents, and all addenda, and in submitting this bid or proposal acknowledges contractor understands and agrees to be bound by the requirements set forth in those documents.

I recognize that all information submitted is for the express purpose of inducing the Water Board to enter a contract with the submitting business entity. I affirm, under the penalties of perjury, that to the best of my knowledge the information contained in the bid or proposal is full, complete, and truthful.

DATE: ___/___/_____

CONTRACTOR (SIGNATURE): _____

CONTRACTOR (NAME): _____

CONTRACTOR (FIRM): _____

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

On the ____ day of _____, 20__, 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

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APPENDIX B

BIDDER'S CERTIFICATION AND ASSIGNMENT OF CLAIM

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 City 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 City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City 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

_____

EMAIL ADDRESS

_____

NAME & TITLE OF AUTHORIZED CONTACT

_____ _____

AUTHORIZED SIGNATURE DATE

APPENDIX C

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 solicitations.

VENDOR NAME: _____

ADDRESS: _____

_____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

_____

_____

_____

_____

SIGNATURE: _____