

NIAGARA FALLS WATER BOARD

REQUEST FOR BIDS FOR HIGH CALCIUM QUICKLIME BID #W2019-04

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 January 22, 2020.

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

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

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

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

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

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

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

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

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

Anti-Discriminatory Statement:

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

VENDOR NAME:

ADDRESS:

**CONTACT PERSON FOR QUESTIONS
REGARDING BID**

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

DATE

TITLE

MAIL BIDS TO:

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

DELIVER BIDS TO:

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

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

SPECIFICATIONS (Page 1 of 3)

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 high calcium quicklime as set forth in these specifications.
2. Quantities listed are on a more or less basis unless specified otherwise herein.
3. The term of this contract/agreement shall be from date of award through December 31, 2020. All pricing must remain firm for the entire aforementioned term(s)
4. Vendors shall quote a price per ton for high calcium quicklime as set forth in these specifications. This price is to be inclusive of all costs, and is to be F.O.B. destination, freight prepaid to the Niagara Falls Water Board Waste Water Treatment Plant located at 1201 Buffalo Avenue, Niagara Falls, New York 14304. The price shall be listed in the section labeled “BID PRICE” directly following these specifications.
5. Delivery is required within three (3) calendar days after receipt of the order. All chemicals shall be delivered to the Board’s facilities in quantities directed by the Board. All deliveries will be made between the hours of 8:00 a.m. and 1:00 p.m. Monday through Friday, unless otherwise directed. All pumps, hoses, hose connections and an air blow-off valve shall be supplied by the successful bidder for proper hookup to Niagara Falls Water Board’s lime silo tanks, so that all deliveries may be safely unloaded into the Board's storage facility.
6. 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.
7. A baghouse is available atop each silo and will be activated by the Board prior to the start of the transfer operation. The Board has two silos, each of which has an approximate volume of one thousand (1,000) cubic feet, capable of holding thirty (30) tons each.
8. It is estimated that the Board will require approximately 700 tons of high calcium quicklime during the contract period, but makes no guarantees regarding minimum nor maximum quantities required. The successful vendor shall provide the quantity necessary for operations at the price per ton set forth in its bid.
9. 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.
10. Re-weigh tickets (weight after delivery) must be provided within 24 hours of delivery for bulk tank deliveries.
11. The vendor must provide all MSDS sheets for the product(s) they are providing.
12. The vendor, upon request, must provide safe handling training for the product(s) they are providing.
13. The required material is to be free of lumps or foreign matter which might interfere with the operation of the chemical feed facilities, and shall also meet the following properties:

Physical Properties

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

SPECIFICATIONS (Page 2 of 3)

13. (Continued)

Chemical Properties

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

14. Sampling, if desired, shall be conducted as described in American Water Works Association (AWWA) Standard B202-65, Part B, or the most recent AWWA Standard. A retained sample of each lot shipped shall be delivered to the Niagara Falls Wastewater Treatment Plant with each shipment.
15. The laboratory examination shall be carried out in accordance with Part C of the AWWA Standard B202-65, or the most recent AWWA standard.
16. 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. Vendors submitting pricing pursuant to this offering acknowledge that the items set forth herein are essential to the Board's wastewater operations, 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 5 above.
- Failure to deliver an ordered item within the time frames set forth in Paragraph 5 above 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.
- 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."
18. 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.
19. Vendors shall note there are seven (7) exhibits attached to these specifications. Vendors must complete all of the documents contained in said exhibits and also provide all materials which meet the requirements set forth therein, including but not limited to, a certificate of insurance meeting the Niagara Falls Water Board standard insurance requirements, which must be provided by the successful bidder(s) after award of the bid.
20. Failure to complete and/or provide the materials set forth in the exhibits may result in the submission being rejected.

SPECIFICATIONS (Page 3 of 3)

21. 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.
22. For questions regarding the high calcium quicklime, please contact Chief Operator Robert Dunn at (716) 283-9770 x128. For questions regarding the specifications, contact Purchasing Agent Douglas A. Janese, Jr. at (716) 286-4372.

BID PRICE

| Item Number | Quantity (tons) | Description | Unit Price Per Ton |
|------------------------|----------------------------|---|-------------------------------|
| 1 | 700 | More or less, high calcium quicklime per the attached specifications | |

EXHIBIT A

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

BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

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

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

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

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

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

DATE

EXHIBIT B

NON-SUBMISSION CERTIFICATE

NON-SUBMISSION CERTIFICATE

Instructions

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

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

____ We are not making a submission.

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

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

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

SIGNATURE: _____

EXHIBIT C

**NFWB STANDARD TERMS, CONDITIONS
AND REQUIREMENTS**

NFWB STANDARD TERMS, CONDITIONS, AND REQUIREMENTS

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

1. Insurance

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

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

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

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

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

2. Indemnification and Waiver of Subrogation

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

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

3. Independent Contractor

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

4. Successors and Assigns

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

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

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

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

6. General Conditions of Bid/Solicitation

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

7. Bid/Proposal Firm and Irrevocable for 90 Days

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

EXHIBIT D

**PROHIBITED BUSINESS PRACTICES AND
LOBBYING LAW POLICY**

PROHIBITED BUSINESS PRACTICES AND LOBBYING LAW POLICY

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

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

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

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

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

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

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

DATE: ____/____/____

BIDDER (SIGNATURE): _____

BIDDER (NAME): _____

BIDDER (FIRM): _____

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

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

Notary Public

EXHIBIT E

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

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

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

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

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

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

Instructions

New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-Responsibility Determinations

Name of Bidder/Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

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

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

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



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

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

Yes
☐

No
☐

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

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

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

Yes
☐

No
☐

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

Governmental Entity: _____ Date of Termination: _____

Basis for Termination: _____

(Add additional pages as necessary)

Bidder's/Proposer's Affirmation and Certification

By signing below, the Bidder/Proposer:

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

By: _____ Date: _____

(Signature of Person Certifying)

Print Name and Title: _____ Title: _____

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

Address of Bidder/Proposer or Contractor/Consultant: _____

**NFWB's Right
to Terminate**

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

EXHIBIT F

CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

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

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

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

DATE: ____/____/____

BIDDER/PROPOSER (SIGNATURE): _____

BIDDER/PROPOSER (NAME): _____

BIDDER/PROPOSER (FIRM): _____

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

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

Notary Public

EXHIBIT G

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Notary Public