

# NIAGARA FALLS PUBLIC WATER AUTHORITY, NEW YORK REQUEST FOR PROPOSALS

## SENIOR MANAGING UNDERWRITER OR DIRECT PURCHASER FOR WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, 2021A (the 'Bonds')

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### SECTION I INTRODUCTION

The Niagara Falls Public Water Authority (the "Authority") is seeking the services of qualified underwriters or direct purchasers in connection with its offering of Water and Sewer System Revenue Refunding Bonds, Series 2021A (the "Bonds"). The Authority is a public benefit corporation created and existing under the Niagara Falls Public Water Authority Act, constituting Title 10-B of Article 5 of the Public Authorities Law of the State to finance, construct, operate and maintain water facilities for the benefit of the residents of the City of Niagara Falls, New York.

**The Authority is seeking proposals for a) Taxable Advance Refunding Bonds with an expected delivery date of December 15, 2021 and b) Forward Delivery Tax-Exempt Refunding with an expected delivery date of April 17, 2023. For both scenarios the Authority is seeking refunding cash flows to achieve both upfront savings and uniform savings. Responses may be made for some or all of the scenarios.**

It should be emphasized that the Authority reserves the right to appoint other members of the underwriting or direct purchaser team, which could include a co-senior, co-managers, and/or a selling group; a decision to appoint any of these supplemental members will depend on the size of the issue, among other factors.

The proceeds of the Bonds will be used to refund the Authority's outstanding callable maturities of Series 2013A, originally issued on June 20, 2013. The link to the Official Statement is as follows: <https://emma.msrb.org/EA540811-EA415871-EA812698.pdf>

The Authority currently has an underlying uninsured rating of "A" Stable from S&P.

### SECTION II MATTERS TO BE ADDRESSED IN THIS RFP

#### Proposal Preparation

Proposals must be submitted as described herein. Restate each question (A through E) prior to each response. Excluding requested tabular material and schedules, please limit your proposal to the specified number of pages.

- A.) Letter of Transmittal.** The letter of transmittal must be signed by an officer of the proposing firm who will have primary responsibility to the Authority, should the proposal be accepted, and who has the authority to commit the firm submitting the proposal. The letter must contain a brief description of the qualifications of the firm, including a listing of three comparable transactions in which the firm has served as underwriter or direct purchaser and three references that the Authority may contact in regard to such services. This letter must not exceed two pages in length.
- B.) Key Personnel.** Provide a list of the key personnel from your firm who will be assigned to this engagement, including their respective titles, tenure with your firm, proposed roles in this transaction and a brief description of their respective backgrounds. This section must not exceed one page in length.
- C.) Experience and Expertise.** List the negotiated taxable water and sewer revenue refunding bonds and tax-exempt forward delivery water and sewer revenue refunding bond issues in New York State for which your firm has served as senior manager or direct purchaser since September 1, 2019. For each issue, specify the capacity in which your firm served (i.e., sole senior, co-senior or direct purchaser). Provide a description of each issue, including the par amount and the ratings on the securities, as well as the underlying ratings, if any.
- D.) Debt Structure** Refunding analysis, based upon the assumptions listed below, which meet the refunding criteria herein must be included as part of your proposal. Full refunding cash flows should be provided as part of your firm's proposal.

1. The Bonds will be used to refund the outstanding callable maturities of the Authority's 2013A Bonds. Please find attached the "*Summary of Bonds Refunded*".
2. The 2021 Refunding Bonds maturing on or after July 15, 2030 will be subject to redemption prior to maturity, at par, at the option of the Authority on July 15, 2029 and thereafter on any date.
3. Refunding maturities must not extend beyond the original maturities of the refunded bonds.
4. Total cost of issuance, excluding underwriters' discount or direct purchaser fee, is estimated at \$250,000.
5. Use prevailing interest rate scales as of the close of business on September 28, 2021.
6. Escrowed funds will be not be invested.
7. For purposes of the RFP response, please do not include a deposit to the Debt Service Reserve Fund.
8. For purposes of the RFP response, please assume no transfer of funds from the existing debt service funds.
9. For illustration purposes an insurance premium shall be estimated at 20 basis points, if cost-effective.

**E.) Compensation.** Include a firm indication of the total proposed spread (in dollars/\$1,000). Complete the fees and expenses form provided as Exhibit 1A and 1B. All fees and expenses must be provided on a not-to-exceed basis, subject to market considerations. This section must not exceed one page in length.

**F.) TERMS, CONDITIONS, AND REQUIREMENTS** – Please also include in your proposal the information attached as Appendix 1C- Terms, Conditions and Requirements.

The Authority reserves the right to amend this RFP up to three business days prior to the submission date for receipt of proposals; to reject any or all of the proposals, or any part thereof, submitted in response to this RFP; to waive formalities, if such action is deemed to be in the best interest of the Authority; and to award a negotiated contract to the successful proposer or proposers. The Authority also reserves the right to request additional information from any proposer and to negotiate in its best interest with the proposer that is deemed to offer the most favorable terms to the Authority.

### **SECTION III SUBMISSION OF PROPOSALS**

Questions may be directed via email to Rick Ganci, [rganci@capmark.org](mailto:rganci@capmark.org), by Tuesday October 12, 2021. **Each of the following should receive an electronic copy of your firms proposal by 1:00 p.m. (EST) on Wednesday October 20, 2021.**

Sean Costello  
General Counsel and Secretary  
Niagara Falls Water Authority  
5815 Buffalo Ave  
Niagara Falls, NY 14304

Email: [scostello@nfwb.org](mailto:scostello@nfwb.org)

Rick Ganci  
Executive Vice President and Principal  
Capital Markets Advisors, LLC  
4211 North Buffalo Road, Suite 19  
Orchard Park, NY 14127

Tel: 716-662-3910

Email: [rganci@capmark.org](mailto:rganci@capmark.org)

This RFP is not intended and shall not be construed to commit the Authority to pay any costs incurred in connection with any proposal or to procure or contract for services.

### **SECTION IV SELECTION CRITERIA**

Proposals will be evaluated based upon the following criteria:

1. Firm experience/performance
2. Personnel assigned
3. Proposed structure, savings and pricing
4. Fees and expenses

*The Authority reserves the right to reject any one and all proposals, to waive any informality with respect to any proposal, and to modify or amend, with the consent of the bidder, any proposal prior to acceptance, as the Authority, in its sole judgment, may deem to be in its best interests. The Authority can give no assurance that the proposed transaction will take place. Neither the Authority nor CMA shall be liable for any damages or harm suffered by the bidders under any circumstances. Neither the Authority nor CMA shall be liable for any expenses incurred in the preparation of this response.*

Please refrain from contacting Authority officials; the only contact during the selection process should be with CMA, the Authority's Municipal Advisor. We appreciate your continuing interest in the Authority and look forward to receiving your proposals.

Dated: September 28, 2021

## EXHIBIT 1A

### TAXABLE ADVANCE REFUNDING BONDS

#### NIAGARA FALLS PUBLIC WATER AUTHORITY, NEW YORK

#### Fees And Expenses Worksheet

Total Spread (in dollars per thousand):

(1)	Average Takedown	\$ _____
(2)	Direct Purchase Fee	\$ _____
(3)	Management Fee	\$ _____
(4)	Underwriter's/Direct Purchaser Expenses*	\$ _____
(5)	Underwriting Fee (Risk)	\$ _____

**Total Spread:** \$ \_\_\_\_\_

\*Breakdown of Underwriter's/Direct Purchaser Expenses (actual dollar amount):

(1)	Underwriter's/Direct Purchaser's Counsel (1)	\$ _____
(2)	Travel	\$ _____
(3)	Fed Funds (2)	\$ _____
(4)	Document Printing (3)	\$ _____
(5)	Overnight Delivery	\$ _____
(6)	Other (specify)	\$ _____

**Sub-Total Expenses:** \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

1. Underwriter's Counsel will be responsible for the drafting of the POS/OS, if applicable. Provide fee for such legal services on a "not-to-exceed" basis and include three contacts of firms which may be asked to serve as counsel.
2. Assume closing with same-day funds.
3. Exclude POS/OS printing; the financial advisor will oversee printing of the Official Statement.

## EXHIBIT 1B

### FORWARD DELIVERY TAX-EXEMPT REFUNDING BONDS

#### NIAGARA FALLS PUBLIC WATER AUTHORITY, NEW YORK

#### *Fees And Expenses Worksheet*

Total Spread (in dollars per thousand):

(1)	Average Takedown	\$ _____
(2)	Direct Purchase Fee	\$ _____
(3)	Management Fee	\$ _____
(4)	Underwriter's/Direct Purchaser Expenses*	\$ _____
(5)	Underwriting Fee (Risk)	\$ _____

**Total Spread:** \$ \_\_\_\_\_

\*Breakdown of Underwriter's/Direct Purchaser Expenses (actual dollar amount):

(1)	Underwriter's/Direct Purchaser's Counsel (1)	\$ _____
(2)	Travel	\$ _____
(3)	Fed Funds (2)	\$ _____
(4)	Document Printing (3)	\$ _____
(5)	Overnight Delivery	\$ _____
(6)	Other (specify)	\$ _____

**Sub-Total Expenses:** \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

1. Underwriter's Counsel will be responsible for the drafting of the POS/OS, if applicable. Provide fee for such legal services on a "not-to-exceed" basis and include three contacts of firms which may be asked to serve as counsel.
2. Assume closing with same-day funds.

3. *Exclude POS/OS printing; the financial advisor will oversee printing of the Official Statement.*

## **APPENDIX 1C**

### **NFWB REQUEST FOR PROPOSALS (“RFP”) TERMS, CONDITIONS, AND REQUIREMENTS**

#### **A. Non-Discrimination and Prohibition Against Sexual Harassment**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the proposer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, or marital status. By submitting a proposal, proposer agrees that 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 this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer 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. The proposal must include the Statement on Sexual Harassment form at this Appendix’s Form No. 5.

#### **B. Iran Divestment Act**

By submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder, proposer 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>. Proposer further certifies that it will not utilize in connection this contract any subcontractor that is identified on the Prohibited Entities List.

#### **C. 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 proposal or by assuming the responsibility of a contract awarded hereunder, proposer agrees, as a material condition, that neither the proposer 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 proposer, or any of the aforesaid affiliates of proposer, 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 proposer's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The proposer shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

#### **D. MacBride Fair Employment Principles**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), by submitting a proposal or by assuming the responsibility of a contract awarded hereunder the proposer hereby stipulates that the proposer 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.

#### **E. Conflicts of Interest and Prohibition on Political and Religious Activity**

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

#### **F. Non-Collusion**

Proposer must submit a signed statement of non-collusion on the form that is this Appendix's Form No. 2.



### **G. Communication with Water Board and Lobbying Law.**

Proposers are advised that, from the date this RFP is issued until the award of the contract, no contact by proposers or their agents with the Water Board or Water Board personnel related to this RFP is permitted, except as shall be authorized by the authorized Water Board contact indicated on the cover page of this RFP.

Pursuant to State Finance Law Sections 139-j and 139-k, this RFP 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 RFP 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 RFP. The designated contact is identified on the cover page of this RFP. 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.

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

**APPENDIX A, FORM No. 1**

**ACKNOWLEDGEMENT OF ADDENDA**

RFP TITLE: \_\_\_\_\_  
(Write the RFP 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 RFP:

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 RFP INITIAL HERE

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROPOSER (SIGNATURE): \_\_\_\_\_

PROPOSER (NAME): \_\_\_\_\_

PROPOSER (FIRM): \_\_\_\_\_

**APPENDIX A, FORM No. 2**

**CERTIFICATE OF NON-COLLUSION**

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

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint 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 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROPOSER (SIGNATURE): \_\_\_\_\_

PROPOSER (NAME): \_\_\_\_\_

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. 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 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. 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<sup>1</sup> 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):** \_\_\_\_\_

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**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):

[illegible]

**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 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.**

By signing below, the Proposer:

- DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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.

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Notary Public

**APPENDIX A, FORM No. 4**

**EQUAL EMPLOYMENT OPPORTUNITY (“EEO”)  
POLICY STATEMENT AND AGREEMENT**

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

- 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. Proposer and 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROPOSER (SIGNATURE): \_\_\_\_\_

PROPOSER (NAME): \_\_\_\_\_

PROPOSER (FIRM): \_\_\_\_\_



**STATEMENT ON SEXUAL HARASSMENT  
PURSUANT TO STATE FINANCE LAW § 139-1**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROPOSER (FIRM): \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

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Notary Public

**Niagara Falls Public Water Authority**  
**Summary of Bonds To Be Refunded**  
**Water and Sewer System Revenue Bonds, Series 2013A**  
**Original Issue Date: June 20, 2013**

<u>Maturity Date</u>	<u>Coupon</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>
7/15/24	5.0000%	\$600,000	7/15/23	100.000
7/15/25	5.0000%	\$665,000	7/15/23	100.000
7/15/26	5.0000%	\$700,000	7/15/23	100.000
7/15/27	5.0000%	\$735,000	7/15/23	100.000
7/15/28	5.0000%	\$775,000	7/15/23	100.000
7/15/29	5.0000%	\$4,585,000	7/15/23	100.000
7/15/30	4.0000%	\$4,815,000	7/15/23	100.000
7/15/31	4.0000%	\$5,005,000	7/15/23	100.000
7/15/32	4.2500%	\$5,200,000	7/15/23	100.000
7/15/33	4.2500%	\$5,425,000	7/15/23	100.000
7/15/34	4.2500%	<u>\$5,130,000</u>	7/15/23	100.000
		\$33,635,000		