



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 2, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: David M. Patton, PE, Senior Production Engineer *DMP*

Subject: Furnish and Deliver Liquid Chlorine in One Ton Containers
to the Erie County Water Authority for Use in the Treatment of Water for One Year
ECWA Project No. 202400124

On Thursday, July 25, 2024, the Authority received bids for the above referenced contract. Two bids were received, one from the Authority's current supplier of liquid chlorine, from Alexander Chemical Corporation of LaPorte, Indiana (Alexander) and JCI Jones Chemicals, Inc. (JCI) of Caledonia, New York. A letter of no bid was also received from another supplier, Kuehne Chemical Company, Inc. of Kearny, New Jersey.

The bid is for a one-year contract period with two possible one-year extensions.

The low bid by JCI meets the product specifications, their references have been checked and they appear to understand our contract requirements. They have been a chlorine vendor for the Authority previously and past experience was very positive, with no issues reported.

JCI has provided adequate proof of insurance, that has been approved by the Authority's Claims Representative/Risk Manager. The Engineering Department, therefore, recommends the award of the above-referenced contract to JCI Jones Chemicals, Inc. in the amount of \$673,400.00.

Budget Information (Budget Year: 2024):

- Sturgeon: 1010-401000-640113
- Van de Water: 1015-401000-640213

The Authority 2025 budget will include funding allocations for subsequent years.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of contract documents for execution by ECWA Chairman.

DMP:jmf
Attachments
cc: M.Wymer, PE
L.Lester
CHEM-164-2401-X-12

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** 202400124
Project Description: Furnishing and Delivering Liquid Chlorine in One Ton Containers to
The Erie County Water Authority for Use in the Treatment of Water for One Year.

Item Description:

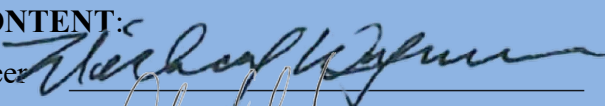

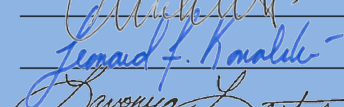
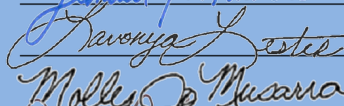
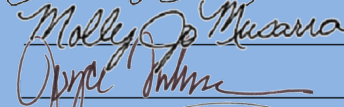


☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☒ Contract Documents ☐ Addendum
☒ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

☒ Board Authorization to Execute ☒ Legal Approval
☒ Board Authorization to Award ☒ Execution by the Chairman
☐ Board Authorization to Advertise for Bids ☐ Execution by the Secretary to the Authority
☐ Board Authorization to Solicit Request for Proposals
☐ Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 8/2/2024
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 08/06/2024
<input checked="" type="checkbox"/> Executive Engineer		Date: 8/2/2024
<input checked="" type="checkbox"/> Director of Administration		Date: 08/02/2024
<input checked="" type="checkbox"/> Risk Manager		Date: 8/5/2024
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 08/02/2024
<input checked="" type="checkbox"/> Legal		Date: 8/5/2024

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 8/6/2024
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Remarks: Unit price contract.

Resolution Date: _____

Item No: _____

**ERIE COUNTY WATER AUTHORITY
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: _____ Project No.: 202400124
Project Description: Furnish and Deliver Liquid Chlorine in One Ton Containers to the
Erie County Water Authority for Use in the Treatment of Water for One Year

CONTRACT AWARD

Contractor/Supplier: JCI Jones Chemicals, Inc.
Award Amount: \$673,400.00

BID SUMMARY:

Date Advertised for Bids: <u>07/02/2024</u>	Date of Bid Opening <u>07/25/2024</u>
Bidder	Total Bid Amount
<u>JCI Jones Chemicals, Inc.</u>	<u>\$673,400.00</u>
<u>Alexander Chemical Corporation</u>	<u>\$788,100.00</u>
<u>Kuehne Chemical Co., Inc.</u>	<u>Did not bid</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

☐ No Waiver
☐ Full Waiver
☐ Partial Waiver
☐ EEO Compliance Officer _____ Date _____

INSURANCE APPROVAL

☒ Claims Rep/Risk Manager Molly Op Musana Date 8/2/2024

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

☐ Coordinator of Employee Relations _____ Date _____

Remarks: Unit Price Contract.
Insurance approval pending receiving final insurance certificates.

Project Title:	FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR	
ECWA Project:	202400124	

Date advertised: 7/2/2024

Bid opening Date: 7/25/2024 11:00 a.m.

Alexander Chemical

Bid Items	Quantity (Tons)	Description	Unit Price Bid	Totals
1	250	Liquid Chlorine - Sturgeon Point Water Treatment Plant	\$2,130.00	\$532,500.00
2	120	Liquid Chlorine - Van de Water Water Treatment Plant	\$2,130.00	\$255,600.00
Total				\$788,100.00

JCI Jones Chemical

Bid Items	Quantity (Tons)	Description	Unit Price Bid	Totals
1	250	Liquid Chlorine - Sturgeon Point Water Treatment Plant	\$1,820.00	\$455,000.00
2	120	Liquid Chlorine - Van de Water Water Treatment Plant	\$1,820.00	\$218,400.00
Total				\$673,400.00

Kuehne Chemical

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	X	Liquid Chlorine - Sturgeon Point Water Treatment Plant	No Bid	X
2	X	Liquid Chlorine - Van de Water Water Treatment Plant	No Bid	X
Total				\$0.00

Project Manual

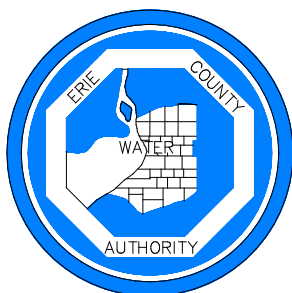
Furnish and Deliver Liquid Chlorine in One-Ton containers to the Erie County Water Authority for Use in the Treatment of Water for One Year

Project No. 202400124

Erie County Water Authority

3030 Union Road

Cheektowaga, New York 14227



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR
PROJECT No: 202400124**

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ERIE COUNTY WATER AUTHORITY
3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR**

PROJECT NO: 202400124

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids to **FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR.**

Bids must be received by the Erie County Water Authority no later than 11:00 a.m. Eastern Prevailing Time, on Thursday, July 25, 2024, at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA - FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR (PN 202400124)".

Beginning at 9:00 a.m. Eastern Prevailing Time, on Tuesday, July 2, 2024, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is David M. Patton PE, Senior Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8229, email dpatton@ecwa.org.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

The final contract will be executed in the format set forth in the proposed Contract Documents located in this Project Manual. The Contract will be for a one-year term, with the potential for two additional one-year extensions. It is anticipated that the term of the original contract will be from September 1, 2024 through August 31, 2025, subject to the approval of Authority's Board of Commissioners.

ERIE COUNTY WATER AUTHORITY

TERRENCE D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR
PROJECT No: 202400124**

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. BID DOCUMENTS. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. BID GUARANTEE. Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount

of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.

6. EQUIPMENT AND MATERIALS BROCHURES. The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. EMERGENCY CLOSINGS. In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.
10. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
11. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
13. PRICES SHALL BE QUOTED F.O.B. DESTINATION.

14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.
21. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom

the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.

22. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
23. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
24. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
25. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
26. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

++ END OF SECTION ++

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR
PROJECT No: 202400124**

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Thursday, July 25, 2024

TIME: 11:00 a.m.

NAME OF BIDDER: JCI Jones Chemicals, INC.

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Deszira Mastowski

TITLE Office Manager

SUBMISSION DATE: 7/18/2024

ADDRESS: 100 Sunny Sol Blvd, Caledonia, NY

PHONE: 585 538 2314 14423

PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING
BONDS AND/OR INSURANCE COVERAGE

NAME: Deszira Mastowski

TITLE Office Manager

ADDRESS: 100 Sunny Sol Blvd, Caledonia, NY 14423

PHONE: 585 538 2314

EMAIL: caledonia@jcichem.com

BID ITEMS AND BID SHEET

BID DESCRIPTION: FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON
CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR

PROJECT No.: 202400124

NOTE: The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

In case of discrepancy, written unit figures shall govern.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTALS</u>
Item1 For furnishing, delivering, and unloading, F.O.B. Destination, approximately 250 tons of liquid Chlorine to the STURGEON POINT WATER TREATMENT PLANT, based on truckload deliveries of ten (10) 1-ton containers each, all in accordance with the specifications, for the unit price of: <u>one thousand eight hundred twenty</u> dollars and <u>Zero</u> Cents (\$ <u>1,820</u> /Ton) per Ton (2,000 pounds) of Chlorine (Cl ₂)	250 Tons	\$ <u>455,000.00</u>
Item 2 For furnishing, delivering, and unloading, F.O.B. Destination, approximately 120 tons of liquid Chlorine to the JEROME D. VAN DE WATER, WATER TREATMENT PLANT, based on truckload deliveries of eight (8) 1-ton containers each, all in accordance with the specifications, for the unit price of: <u>one thousand eight hundred twenty</u> dollars and <u>Zero</u> Cents (\$ <u>1,820</u> /Ton) per Ton (2,000 pounds) of Chlorine (Cl ₂)	120 Tons	\$ <u>218,400.00</u>

COMPUTED TOTAL FOR ITEM 1 AND ITEM 2:

Six hundred seventy three thousand Dollars
four hundred
and zero Cents

\$ 673,400.00

NOTE: Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTIONS 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW REQUIRE A BIDDER'S CERTIFICATE OF NON-COLLUSION. SUCH CERTIFICATE IS PART OF THE BID OR PROPOSAL FORM, AND UNLESS COMPLIED WITH SUCH BID WILL NOT BE ACCEPTED.

Bidder certifies that he is not in arrears to the Erie County Water Authority or the County of Erie upon any debt or contract, nor is he a defaulter as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

The Bidder agrees to supply all material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Specifications.

NAME OF BIDDER: JCI Jones Chemicals, INC.

AUTHORIZED SIGNATURE: Reshvee J. Mashishi, DATE: 7/18/2024

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME JCI Jones Chemicals, INC.

ADDRESS OF PRINCIPAL OFFICE: STREET 1765 Ringling Blvd

CITY Sarasota

AREA CODE 941 PHONE 330-1537 STATE FL ZIP 34236

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES ☐ NO ☐

TRADE NAMES: JCI Jones Chemicals, INC.

ADDRESS OF LOCAL OFFICE: STREET 100 Sunny Sol Blvd

CITY Caledonia

AREA CODE 585 PHONE 538-2314 STATE NY ZIP 14423

NAMES AND ADDRESSES OF PARTNERS:

<u>Jeffrey W. Jones</u>	<u>1765 Ringling Blvd. Sarasota, FL</u>
<u>100% owner CEO</u>	<u>34236</u>

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-0809645

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

- ☒ YES, BIDDER has reviewed the Proposed Contract Documents.
- ☐ NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

Question 2:

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

- ☐ YES, BIDDER accepts the Proposed Contract Documents.
- ☒ NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

*Insert Additional Page(s) if necessary.

Question 3:

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:

☒ YES, the Amendment is a Condition of the Bid Proposal.

IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.

☐ NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please Answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary to provide such answers.

NAME OF BIDDER: JCI Jones Chemicals, INC

AUTHORIZED SIGNATURE: Desjane L. Moberg DATE: 7/18/24



BID EXCEPTIONS

1. ITB #22 "Prices Charged To The Erie County Water Authority" and Sample Agreement #3.05

JCI's pricing is customized to each account after considering a wide variety of factors, such as volume between all chemicals, delivery requirements, payment terms and payment history, etc. No two entities are exactly the same- therefore we cannot guarantee that the County's price will not exceed that of other entities.

2. Sample Agreement #4.04

JCI is a private, non-publicly traded company. JCI will follow our internal policies & procedures regarding retention, disclosure, and non-disclosure of documents, many of which are classified as privileged, confidential, and/or are prohibited from public disclosure.

3. (MISC) Force Majeure

The chlorine Producers have declared Force Majeure a combined eleven times since 2021. Chlorine supply remains on strict allocation. In September 2022, all chlorine shipments in the nation were halted for a week, and were behind schedule for several more, due to the threat of a rail strike.

JCI has no control over raw material supply or its transportation, and we must ensure that we are not penalized should we be rendered unable to deliver by any disrupting event beyond our control.

Therefore, JCI must respectfully insist on including the following Force Majeure clause, or one of your choosing that is approved by JCI, as a term of our bid and any related contract that may be issued.

FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

Please note that Force Majeure is of no relation to pricing- it is supply related only. JCI's pricing and price terms will always remain as-bid regardless of Force Majeure status.



**JCI Jones Chemicals, Inc.
Consent to Shareholder Action**

June 26, 2024

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

1. **Deszirae Mastowski**, Office Manager
2. **Chris Joy**, Branch Manager
3. **Tim Gaffney**, Vice President

are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

A handwritten signature in blue ink, appearing to read "J. Jones", is positioned above a horizontal line.

Jeffrey W. Jones, C.E.O. & President

Attest:

A handwritten signature in blue ink, appearing to read "Summer Mello", is positioned above a horizontal line.

Summer Mello, Vice President

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	JCI JONES CHEMICALS, INC.
DOS ID Number:	97977
Entity Type:	DOMESTIC BUSINESS CORPORATION
Entity Status:	EXISTING
Date of Initial Filing with DOS:	01/23/1956
Statement Status:	CURRENT
Statement Due Date:	01/31/2026

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State,
at the City of Albany, on January 16, 2024 at 12:14 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100005007962 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>



Payment Instructions: ACH and Wire

BANK: Bank OZK
8300 Douglas Ave- Suite 810
Dallas, TX 75225
Ray Dunavant: (214) 750-4800

BENEFICIARY: JCI Jones Chemicals Inc

ACCOUNT #: 2804444623

ACCOUNT TYPE: Checking

ACH ROUTING #: 082907273

WIRE ROUTING #: 082907273

Please email payment remittance advice to ar@jcichem.com.

Should you have any questions please contact our Accounts Receivable department using the email address above.

Thank you!

JCI Jones Chemicals, Inc

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • telephone: 941.330.1537 • facsimile: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com



AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals, Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine, AWWA B301-10.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

A handwritten signature in blue ink that reads 'Kendra O'Neill'.

Kendra O'Neill
National Sales Administrator
JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236
(941) 330-1537

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference MH18026-20020826
Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236



This is to certify that DRINKING WATER TREATMENT CHEMICALS
representative samples of Sunny Sol® Chlorine

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals -
Health Effects

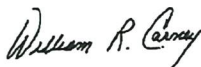
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.



William R. Carney, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus



JCI JONES CHEMICALS, INC.
Raw Material Specification
Chlorine, gaseous

Chlorine (gaseous)	Cl ₂	99.8% minimum
Color (as gas)		Green-yellow
Color (as liquid)		Amber
Odor		Pungent, irritating

Organic Impurities

Chloroform	100 ppm maximum
Carbon Tetrachloride	100 ppm maximum

Inorganic Impurities

Nitrogen Trichloride	10 ppm maximum
Bromine	500 ppm maximum
Non-volatile Residue	50 ppm maximum
Moisture Content	50 ppm maximum

NOTE: Always read and follow the product label and Safety Data Sheet (SDS).

Description

This raw material is manufactured resulting in a green-yellow gas or when compressed, an amber liquid. It has a pungent, irritating odor and is considered toxic by inhalation. It is noncombustible by itself, yet supports combustion through oxidation.

This specification is cited in part to conform to Environmental Protection Agency criteria for use in the manufacture of sodium hypochlorite.

JCI Jones Chemicals, Inc. will set specifications for raw materials at its discretion according to a set specification criteria and intent of use.

BID SECURITY FORM

BIDDER (Name and Address):

JCI Jones Chemicals, Inc.
100 Sunny Sol Blvd.
Caledonia, NY 14423

SURETY (Name and Address of Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road,
Whitehouse Station, NJ 08889

OWNER:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID

BID DUE DATE: July 25, 2024

PROJECT:

Furnish and Deliver Liquid Chlorine in One Ton Containers to the Erie County Water Authority for Use in the Treatment of Water for One Year.
Project No: 202400124

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid due date): 07/25/2024

PENAL SUM: Five Percent of Amount Bid 5%
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

JCI Jones Chemicals, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Deshaun L. Mastashli
Signature and Title
Office Manager

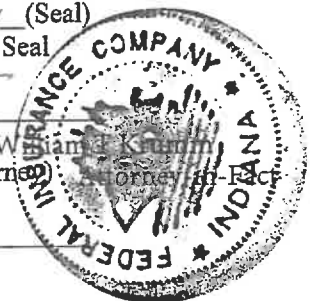
Attest: [Signature]
Signature and Title

SURETY

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title William E. Krumm
(Attach Power of Attorney if not Attorney in Fact)

Attest: [Signature]
Liz Mosca, Witness



1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative, who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CORPORATE ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Livingston

On this 18th day of July, 2024 before me personally appeared
Chris Joy to me known, who being by me duly
sworn, did affirm that he/she resides in Silver Springs that he/she is the
Branch Manager of JCI, the
corporation described in and which executed the above instruments; that the seal affixed to said
instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that he/she signed his/her name thereto by like order.

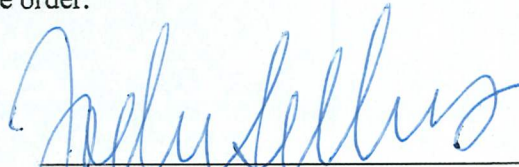
Laura Allen
NOTARY PUBLIC

LAURA ALLEN
Notary Public, State of New York
No. 01AL6018337
Qualified in Monroe County
Commission Expires January 11, 2027

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois
COUNTY OF Cook

On this 25th day of July, 2024 before me personally came
William T Krumm to me known, who being by me duly
sworn, did depose and say; that he/she resides in Mundelein; that he/she is
the ATTORNEY-IN -FACT of Federal Insurance Company the above signed
Surety, the corporation described in and which executed the within instrument; the he/she knows
the corporate seal of said corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation;
and that he signed his name thereto by like order.



NOTARY PUBLIC



END OF BID BOND



Power of Attorney

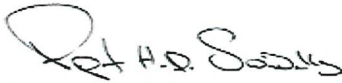
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Patrick Gallagher, William T. Krumm, Christina Laurendi, Jon A. Schroeder, Jodie Sellers and Karen E. Socha of Rolling Meadows, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 4th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

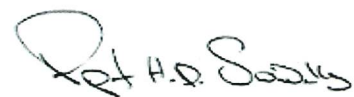
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3665

E-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

June 30, 2023

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ 405,464	Outstanding Losses and Loss Expenses	\$ 9,471,485
United States Government, State and Municipal Bonds	3,149,443	Reinsurance Payable on Losses and Expenses	1,637,237
Other Bonds	6,631,983	Unearned Premiums	2,840,390
Stocks	263,066	Ceded Reinsurance Premiums Payable	366,136
Other Invested Assets	<u>1,859,557</u>	Other Liabilities	<u>602,804</u>
TOTAL INVESTMENTS	<u>12,309,513</u>	TOTAL LIABILITIES	<u>14,918,052</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	427,725	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	365,196	Unassigned Funds	<u>1,734,722</u>
Chubb Indemnity Ins. Co.	185,193	SURPLUS TO POLICYHOLDERS	<u>4,467,176</u>
Chubb National Ins. Co.	196,722		
Other Affiliates	116,760		
Premiums Receivable	2,096,943		
Other Assets	<u>3,687,176</u>		
TOTAL ADMITTED ASSETS	<u>\$ 19,385,228</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 19,385,228</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At June 30, 2023, investments with a carrying value of \$512,440,562 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Ace Property and Casualty Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 30th day of June, 2023

Signed (or attested) before me on August 28, 2023 by John P. Taylor


 Senior Vice President


 Notary Public

August 8, 2027
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Diane Wright, Notary Public
 Philadelphia County
 My commission expires August 8, 2027
 Commission number 1235745
 Member, Pennsylvania Association of Notaries

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

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.

NOTICE

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 18 day July, 2024
TERMS Net 30 DELIVERY DATE AT DESTINATION 7-14 days ARO
FIRM NAME JCI Jones Chemicals, INC.
ADDRESS 100 Sunny Sol Blvd
Caledonia, NY ZIP 14423
AUTHORIZED SIGNATURE Deszira Mastowski
TYPED NAME OF AUTHORIZED SIGNATURE Deszira Mastowski
TITLE Office Manager TELEPHONE No. 585 538 2314

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of 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 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 to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled 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 termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, 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.

JCI Jones Chemicals, INC.

(Name of Individual, Partnership or Corporation)

By Dominic J. Mostowski
(Person authorized to sign)



SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, 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 a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, 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 any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, 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.

JCI Jones chemicals, INC.
(Name of Individual, Partnership or Corporation)

By Desyrene L. Mastanovic
(Person authorized to sign)

(SEAL)



FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Deszrae Mastowski Date: 7/18/24

Name: Deszrae Mastowski

Title: Office Manager

Supplier Name: JCI Jones Chemicals, INC.

Address: 100 Sunny Sol Blvd.

Caledonia, NY 14423

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: Desziraie Y. Mastowski Date: 7/18/24

Name: Desziraie Mastowski

Title: Office Manager

Supplier Name: JCI Jones Chemicals, INC.

Supplier Address: 100 Sonny Sol Blvd
Caledonia, NY 14423

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with 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 State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, 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 a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

JCI Jones Chemicals, INC.Address: 100 Sunny Sol Blvd.Caledonia, NY 14423Name and Title of Person Submitting this Form: Deszrae Mastowski
Office ManagerContract Procurement Number: 202400124Date: 7/18/24

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
- No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: NA

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

N/A

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: Deszira J. Mastowski Date: 7/18/24
Signature

Name: Deszira Mastowski

Title: Office Manager

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (the “Authority”), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority (the “Authority”), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.)*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: Deszira J. Mastowski Date: 7/18/24
Name: Deszira Mastowski
Title: Office Manager
Offerer Name: JCI Jones Chemicals, INC.
Offerer Address: 100 Sunny Sol Blvd.
Caledonia, NY 14423

++ END OF SECTION ++

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR
PROJECT No: 202400124**

AGREEMENT

This Agreement, effective August 15, 2024 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

JCI JONES CHEMICALS, INC.

100 Sunny Sol Boulevard
Caledonia, New York 14423

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the supplier to furnish liquid Chlorine (Cl₂) and deliver it in one (1) ton containers to the Authority’s Facilities, upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Supplier agrees as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier agrees to furnish and deliver liquid Chlorine in one-ton containers (Cl₂) (“Chlorine”) at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Supplier periodically throughout the duration of this Agreement when Chlorine is to be delivered and in what quantities.

1.02 The Supplier shall furnish and deliver the Chlorine upon the following terms and conditions:

- A. The Chlorine shall meet the specifications which are attached to and incorporated in this Agreement as Technical Specifications (Section 01100SF and 01200SF).
- B. The Chlorine must conform to the requirements of the latest version of AWWA Standard B301. The Chlorine should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60 (Drinking Water Treatment Chemicals – Health Effects).

- C. The Supplier agrees to abide by all environmental laws and regulations relating to the sale and transport of Liquid Chlorine supplied in one-ton containers. The Supplier agrees to hold the Authority harmless for any liabilities arising from any breach by the Supplier of any applicable environmental law or regulation.

1.03 In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to and incorporated in this Agreement as the Bid Documents and Bid Form Supplements (see Section 00400SF).

1.04 This Agreement shall remain in effect from September 1, 2024, through August 31, 2025. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one (1) year terms.

ARTICLE 2 – COMPLIANCE

2.01 The Authority and the Supplier shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.

2.02 The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Supplier submitted and signed the Public Authorities Law forms, a copy of which are attached to and incorporated in this Agreement (see Section 00400SF).

2.03 The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Supplier signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement (see Section 00400SF).

2.04 By executing this Agreement, the Supplier affirms under the penalties of perjury that there was no collusion in the bid submitted to the Authority, upon which forms the basis of this Agreement.

2.05 The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Supplier submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement (see Section 00400SF).

2.06 The Supplier shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

2.07 If the Supplier, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start

and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Supplier's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

ARTICLE 3 – PRICING AND DELIVERY SCHEDULE

3.01 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §§ 4.01 and 4.02 of this Agreement and included all freight, cartage, rigging, posting and other transportation charges in such proposed unit price payment pursuant to the Bid Instructions. Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials to the delivery site.

3.02 The Supplier shall deliver the Chlorine within fourteen (14) days of receipt of an Authority Purchase Order. No Chlorine shall be delivered unless ordered by the Authority. No extensions of time will be granted except in writing by the Authority's Executive Engineer, in the Authority's sole discretion. The parties agree that time is of the essence for this Agreement.

A. The Chlorine is to be delivered to the Authority's Water Treatment Plants as indicated on an Authority Purchase Order. The locations for delivery will be as follows:

1. Sturgeon Point Water Treatment Plant, 722 Sturgeon Point Road, Derby, New York 14047.
2. Jerome D. Van de Water Water Treatment Plant, 3750 River Road (Route 266) Tonawanda, New York 14150.

B. All deliveries will be made on weekdays between 8:00 a.m. and 3:00 p.m.

3.03 The Supplier shall deliver all materials and supplies as ordered by Authority personnel. The Supplier's failure to timely deliver an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney's fees and other expenses.

3.04 The Supplier agrees the unit price for materials and supplies under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

3.05 (NOT USED)

3.06 The Authority is exempt from taxation. The Supplier shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

ARTICLE 4 – PAYMENT

4.01 The Supplier agrees to accept the unit price of **\$1,820.00** for furnishing, delivering, and unloading each ton (2000 lbs/ ton) container of Chlorine to the Sturgeon Point Water Treatment Plant, with delivery truckloads of ten (10) containers each.

4.02 The Supplier agrees to accept the unit price of **\$1,820.00** for furnishing, delivering, and unloading each ton (2000 lbs/ ton) of Chlorine to the Jerome D. Van de Water Water Treatment Plant, with delivery truckloads of eight (8) containers each.

4.03 The Supplier agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

4.04 The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

ARTICLE 5 – GENERAL PROVISIONS

5.01 **Subcontract and Assignments:** The Supplier may not subcontract or delegate any of the obligations of the Supplier without the express written consent of the Authority's Executive Staff. The Authority and the Supplier bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Supplier shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 **Amendments:** The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

5.03 **Right to Terminate:** The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to further compensation or lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

5.04 **Indemnification:**

- A. To the fullest extent permitted by law, the Supplier agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers,

directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.

- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier harmless from all third-party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

5.05 Insurance:

- A. The Supplier agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.
- B. The Supplier agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

5.06 Warranty: Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

5.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

5.08 Conflicts of Interest: The Supplier represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the

services, or which would prevent the Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

5.09 Additional Conditions: The Supplier and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

5.10 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

5.11 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Supplier shall remain an independent contractor responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

5.12 Doing Business Status: The Supplier represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.13 Force Majeure: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

5.14 Gratuities, Illegal or Improper Schemes:

- A. The Supplier shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Supplier or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Supplier, the Supplier's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Supplier engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.15 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 7 – EXECUTORY CLAUSE

7.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the Supplier due to a lack of funds in the appropriate budget line, the Supplier's only remedy would be (1) to await for a budget transfer to be approved, or (2) to accept a return of the materials and supplies F.O.B. to the point of delivery to the Supplier. The Authority shall not be subject to any further liability.

ARTICLE 8 – TERMINATION

8.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

JCI JONES CHEMICALS, INC.

By _____
Deszirae Mastowski, Office Manager

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2024, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2024, before me personally came Deszirae Mastowski to me known, who, being by me duly sworn, did depose and say that she resides in _____ that she is the Office Manager of the Corporation described in the above instrument; and that she signed her name thereto by order of the Board of Directors of said Corporation.

Notary Public

++ END OF SECTION ++

SECTION 01100SF

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Work consists of the following:
1. Furnishing, delivering, and unloading, F.O.B. to the point of delivery, liquid Chlorine shipped and stored in one-ton containers (Cl_2) to the Erie County Water Authority's (the "Authority") Sturgeon Point Water Treatment Plant, and Van De Water, Water Treatment Plant as described below.
- B. Delivery Locations:
1. Erie County Water Authority, Sturgeon Point Water Treatment Plant, 722 Sturgeon Point Road, Derby, New York 14047 (Town of Evans), telephone: 716-685-8340.
 2. Erie County Water Authority, Jerome D. Van de Water Water Treatment Plant, 3750 River Road (Route 266), Town of Tonawanda, New York 14150, telephone: 716-685-8320
- C. All deliveries will be made on weekdays between 8:00 a.m. and 3:00 p.m.

1.02 QUALITY ASSURANCE

- A. SUPPLIER:
1. SUPPLIER shall have Chemical Manufacture technical staff available to provide Erie County Water Authority personnel with the product information and/or on-site assistance if requested.
 2. It shall be the responsibility of the SUPPLIER and/or his shipping agent to prevent any contamination of the Chlorine during the loading, delivery, and unloading of the Tank Truck.
 3. The Chlorine containers shall conform to applicable regulations of the Interstate Commerce Commission. The containers shall be maintained and loaded in strict accordance with the latest edition of "Container Procedure in Chlorine Packaging Plants" issued by the Chlorine Institute, Inc. The SUPPLIER will be responsible for the safe transfer of the containers to the Authority and conform to all requirements of part 598.4 of the New York State Bulk Storage Program
- B. Sampling and Testing:
1. The SUPPLIER is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment delivered.

2. Each shipment shall be sampled and tested by the SUPPLIER in accordance with AWWA Standard B301, latest version.

1.03 SUBMITTALS

- A. SUPPLIER shall submit the following:
 1. The SUPPLIER shall furnish the AUTHORITY a Certificate of Analysis for each shipment. The certificate of Analysis shall accompany each shipment, if feasible or should be emailed to dpatton@ecwa.org less than five (5) days after the shipment is made.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01200SF

LIQUID CHLORINE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. The SUPPLIER shall furnish, deliver, and unload, F.O.B. to the point of delivery, Liquid Chlorine shipped and stored in one-ton containers (Cl₂) to the Erie County Water Authority's (the "Authority") Sturgeon Point Water Treatment Plant, and Van De Water, Water Treatment Plant as described below.

PART 2 – PRODUCTS

2.01 LIQUID CHLORINE

A. General:

1. The SUPPLIER shall furnish Liquid Chlorine (Cl₂) which contains no organic or inorganic impurities that would have a toxic or other injurious effect or hinder the operation of the equipment when it is used to produce potable water supplied.
2. The Liquid Chlorine shall conform to the requirements of AWWA Standard B301, latest version and ANSI/NSF standard 60 (Drinking Water Chemicals - Health Effects) except as modified herein. ***An affidavit of compliance with the above specifications is required and shall be submitted with the bid.***
3. The Liquid Chlorine supplied according to this standard shall not be less than 99.5 percent by volume, as determined by analyzing the Chlorine by the method described in section 5.3.2.1 of AWWA standard B301.

PART 3 – EXECUTION

3.01 DELIVERY AND UNLOADING

A. General:

1. The SUPPLIER shall by e-mail, fax, or telephone provide at least 48 hours of notification confirming a shipment to the Authority (locations as noted herein).
2. The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery. The delivery operator shall be required to present valid photo identification upon request.

3. SUPPLIER shall deliver the Liquid Chlorine with traceable, tamper evident security seals. These seals shall be demonstrated intact to plant personnel prior to unloading the product. Shipments without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.
4. Deliveries are to be made, as per the respective plant's delivery truckload quantities ordered, on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the Authority.
5. The Liquid Chlorine will be purchased by the ton (2,000 lbs) based on the weights shown on the SUPPLIER'S scale. The SUPPLIER'S scale shall be periodically tested and sealed by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the Authority. The Authority reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing, at any time during the contract period.

3.02 PAYMENT

A. General:

1. The Liquid Chlorine will be purchased by the ton (2,000 lbs) based on the weights shown on the SUPPLIER'S scale.
2. Payment will be based on the net weight of Liquid Chlorine (Cl₂) received.
3. The unit price bid shall be full and complete compensation for furnishing and delivering the Liquid Chlorine, as per the specific load quantities (i.e. number of 1-ton containers per load).
4. The SUPPLIER'S scale shall be periodically tested and sealed by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the Authority.
5. The Authority reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing, at any time during the contract period.

++ END OF SECTION ++

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISH AND DELIVER LIQUID CHLORINE IN ONE TON CONTAINERS TO
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
FOR ONE YEAR
PROJECT NO: 202400124**

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation. These requirements include but are not limited to the minimum insurance requirements.

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured

f. Pollution Liability :

- \$1,000,000. Per Claim
- \$2,000,000. Aggregate
 - Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 15 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract.

Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies.

Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. **Also, please list the project number on the Certificate.**

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.

++ END OF INSURANCE REQUIREMENTS ++