

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

Contract: _____ **Project No.:** 202000008
Project Description: Furnishing of Sodium Hypochlorite to the ECWA for Use in the Booster Stations for Two Years from June 1, 2020 to May 31, 2022

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	<u><i>Thelma Aguirre</i></u>	Date: <u>7/8/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u><i>Kimberly J. Stott</i></u>	Date: <u>7/8/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Leonard F. Koralick</i></u>	Date: <u>07/08/2020</u>
<input checked="" type="checkbox"/> Director of Administration	<u><i>Barbara J. Lister</i></u>	Date: <u>7/08/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>Molly J. Musarra</i></u>	Date: <u>7/8/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u><i>Karen A. Bendugast</i></u>	Date: <u>07/08/2020</u>
<input checked="" type="checkbox"/> Legal	<u><i>Margaret A. Murphy</i></u>	Date: <u>07/08/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>[Signature]</i></u>	Date: <u>07/08/2020</u>
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Remarks: Unit price contract.

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

July 14, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer *CJJ*

Subject: Furnishing of Sodium Hypochlorite to the ECWA
For Use in the Booster Stations
For Two Years from June 1, 2020 to May 31, 2022
ECWA Project No. 202000008

On Tuesday, May 19, 2020, the Authority received two (2) bids for the above referenced contract. The bids have been reviewed, a mathematical check has been performed, and the low bidder is Bison Laboratories, Inc. The second bid was 8% higher than Bison Laboratories, Inc.

We have reviewed the references for Bison Laboratories, Inc. and they appear as a competent supplier of the above referenced chemical. They have a good understanding of the scope and requirements for this contract.

WMBE requirements were not applicable to this contract. Insurance was provided and approved by ECWA's Claims Representative/Risk Manager.

The original dates for the two-year contract on the Bid Invitation were from June 1, 2020 through May 31, 2022. As the recommendation to award the contract is being made at the July 16, 2020 Board Meeting, the effective date of the contract will be July 16, 2020 for two years ending on July 15, 2022.

We, therefore, recommend award of the above referenced contract to Bison Laboratories, Inc. in the amount of \$20,400.00, pending Legal review.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Short Form Contract

CJJ:jmf

Attachments

cc: R.Stoll

L.Kowalski

M.Wymer

L.Lester

CHEM-834-2001-X-12

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

Contract:	Project No.: 202000008
Project Description:	Furnishing of Sodium Hypochlorite to the ECWA for Use In the Booster Stations for Two Years from June 1, 2020 to May 31, 2022.

CONTRACT AWARD

Contractor/Supplier: Bison Laboratories, Inc.

Award Amount: \$20,400.00

BID SUMMARY

Date Advertised for Bids: <u>04/28/2020</u>	Date of Bid Opening: <u>05/19/2020</u>
Bidder	Total Bid Amount
<u>Bison Laboratories, Inc.</u>	<u>\$20,400.00</u>
<u>Riverside Chemical Co., Inc.</u>	<u>\$22,066.00</u>

Attachments: Bid Tabulation Consultant's Recommendation

BUDGET

<input type="checkbox"/> Capital	<input checked="" type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____

APPROVALS (Select applicable)

WMBE APPROVAL
Affirmative Action Officer *Laronya Lester* Date: 6/9/2020

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL
Coordinator of Employee Relations _____ N/A Date _____

Remarks: Unit price contract.

BID OPENING

PROJECT: Furnishing of Sodium Hypochlorite to the
Erie County Water Authority for use in the
Booster Stations for Two Years from June
1, 2020 to May 31, 2022
Project No: 20200008

ADVERTISED SOURCE: **DATE:**
DODGE REPORT 4/29/2020
NYS CONTRACT REPORTER 4/29/2020

BID OPENING: May 19, 2020 at 11:00 a.m.

LOW BIDDER

Bid Item No.	Bid Item Description	Bid Item Quantity	Bison Laboratories Inc. 100 Leslie Street Buffalo, New York 14211		Riverside Chemical Co., Inc. 871 River Road, PO Box 197 North Tonawanda, New York 14120	
			Unit Price	Total Price	Unit Price	Total Price
1	Sodium Hypochlorite 5-gallon Carboy	1700	\$12.00	\$20,400.00	\$12.98	\$22,066.00
Total Net Bid			-	\$20,400.00		\$22,066.00
Bid Bond Enclosed				Yes		Yes
All Required Bid Forms Included				Yes		Yes

Project Manual

**FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR
USE IN THE BOOSTER STATIONS FOR TWO YEARS
FROM JULY 16, 2020 TO JULY 15, 2022**

Project No. 202000008

April 2020

Erie County Water Authority

3030 Union Road

Cheektowaga, New York 14227



**CONTRACT FOR FURNISHING OF SODIUM HYPOCHLORITE
FOR USE IN THE BOOSTER STATIONS FOR TWO YEARS**

This Agreement, effective July 16, 2020 (“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

BISON LABORATORIES, INC.
100 Leslie Street
Buffalo, New York 14211

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish sodium hypochlorite solution (“Sodium Hypochlorite”) for use in the production of potable water throughout the Authority’s booster stations 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 shall furnish Sodium Hypochlorite to the Authority that is in accordance with the American Water Works Association’s (AWWA’s) Standard B300 – latest revision for Hypochlorites, except as modified in the Specifications set forth in the Authority’s Invitation to Bid.

1.02 The Supplier shall furnish Sodium Hypochlorite upon the following terms and conditions:

- A. In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- B. Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.
- C. The Sodium Hypochlorite shall be tested and certified as meeting AWWA Standard B300 – latest revision, the Authority’s Specifications set forth in Appendix B, and

American Nation Standards Institute/Nation Sanitation Foundation Standard 60 (ANSI/NSF 60), Drinking Water Treatment Chemicals Health Effects.

- D. It is the responsibility of the Supplier to inform the Authority that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the Supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of all Authority purchase orders.
- E. The Sodium Hypochlorite furnished under this Agreement shall have a minimum of 125 grams per liter (GPL) available chlorine equivalent (a/k/a, 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- F. The Sodium Hypochlorite furnished under this Agreement shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with it.
- G. The Sodium Hypochlorite furnished under this Agreement shall have a minimum of 0.10 percent by weight sodium hydroxide and a maximum of 1.5 weight percent sodium hydroxide.

1.03 The Supplier agrees that sampling and testing of the Sodium Hypochlorite shall be pursuant to Paragraph 7 of the Bid Specifications attached as Appendix B.

1.04 This Agreement shall remain in effect until July 15, 2022.

- A. The parties may agree in writing to extend this Agreement under the same terms and conditions including, but not limited to, price if the Supplier has not delivered the number of units contemplated by this Agreement.
- B. Prior to July 15, 2022, the parties may also agree in writing to increase the number of units for any materials or supplies to be sold by the Supplier to the Authority upon the following conditions:
 - i. The units of materials or supplies are within the original specifications of this Agreement; and
 - ii. All units will be delivered prior to January 31, 2023.
- C. Paragraphs A and B of this section must comply with the requirements of Article V of this Agreement.

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.

2.03 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 as Appendix A.

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 State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Supplier submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

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.

ARTICLE 3 – PRICING & DELIVERY SCHEDULE

3.01 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.

3.02 The Supplier guarantees to the Authority the price offered for materials and supplies will be no higher than those offered to any other governmental or commercial consumer.

- A. If the Supplier has a New York State or a Federal GSA contract for any of the items covered under this Agreement or any similar items, the Supplier shall supply such

items, if acceptable to the Authority, when the price for such item is no higher than the quoted price in this Agreement.

- B. If the Supplier offers any CASH discount, the Suppliers agree to invoice the Authority for a price not higher than offered under the CASH discount.

3.03 The Supplier agrees to have quantities of Sodium Hypochlorite available for refill from Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. on dates as scheduled by the Authority. If requested, Sodium Hypochlorite must be made available to the Authority within twenty four (24) hours after Supplier has been notified that a refill is required or within twenty four (24) hours of receipt of an Authority purchase order. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

3.04 The Supplier agrees to the following terms and conditions regarding delivery of Sodium Hypochlorite:

- A. The Supplier agrees to refill ECWA containers which consist of 5-gallon carboys.
- B. The Supplier agrees to prevent any contamination of the Sodium Hypochlorite during the loading process.
- C. The Supplier agrees to provide all necessary hose and adapter fittings to properly offload the Sodium Hypochlorite into the Authority's 5-gallon carboys.
- D. The transporting equipment shall be clean and free of residue that may contaminate the Sodium Hypochlorite or impede the unloading process. The Supplier agrees to verify the cleanliness of the transporting equipment prior to loading.
- E. The Supplier agrees to clean up any spills which are caused during the unloading operation.
- F. The Supplier agrees to furnish one (1) copy of the Safety Data Sheet (SDS) with each delivery of Sodium Hypochlorite picked up by the Authority.

3.05 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 FOR MATERIALS AND SUPPLIES

4.01 The Supplier agrees to accept the unit price of **\$12.00** for furnishing each five (5) gallon carboy of Sodium Hypochlorite. The Authority estimates it will purchase approximately 1,700 carboys under this Agreement. The actual units of Sodium Hypochlorite furnished under this Agreement may be more or less than this estimate.

4.02 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.

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. 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:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

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 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 shall 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 C.

- B. The Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall 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: Engineer shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond Engineer's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

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

BISON LABORATORIES, INC.

By _____
Stephen P. Morber, Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, 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 ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Steven P. Morber, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Vice President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

Bid Documents & Proposal

ERIE COUNTY WATER AUTHORITY

BIDDER'S PROPOSAL

FOR

**FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE BOOSTER STATIONS
FOR TWO YEARS FROM JUNE 1, 2020 TO MAY 31, 2022**

ECWA PROJECT No. 202000008

The Bidder agrees to perform all the following work described in the Documents for the following unit prices or lump sums. The Bidder also agrees that the unit price or lump sum price bid shall be full compensation for furnishing all labor, materials, tools, profit, and equipment necessary to perform the work as shown and specified.

NOTE: the Quantities for the unit price items are unpredictable and the OWNER 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>
ITEM 1 For furnishing a solution of 12.5% Sodium Hypochlorite, all in accordance with the Specifications, for the unit price of: <u>Twelve</u> Dollars and <u>zero</u> Cents (\$ <u>12.00</u>) per 5-Gal Carboy	1,700 Carboys	\$ <u>20,400⁰⁰</u>

COMPUTED TOTAL FOR ITEM 1:

Twenty-Thousand, Four Hundred Dollars
and zero Cents

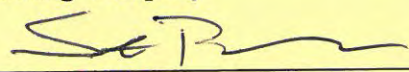
\$ 20,400⁰⁰

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTION 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW WHICH REQUIRES 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.

Bison Laboratories, Inc.
Contracting Company

Per: 

Date: 05/14/2020

(SEAL)

State Delivery (if applicable):

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

Section 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 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 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 or 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 waive 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.

Bison Laboratories, Inc
(Name of Individual, Partnership or Corporation)

By [Signature]
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW**Section 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 title.

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.

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

Section 2878. Statement of non-collusion in bids or proposals to public authority.

(1) Every bid or proposal hereafter made to a public authority or to any official, any public authority created by the state or any public subdivision, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION


(a) By submission of this bid, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that to the best of his knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

The fact that a bidder (a) has published price lists, rates, or tariffs covering jobs to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

Bison Laboratories, Inc
(Name of Individual, Partnership or Corporation)

By 
(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:  Date: 05/14/2020

Name: Steven P. Morber

Title: Vice President

Contractor Name: Bison Laboratories, INC

Contractor Address: 100 Leslie Street

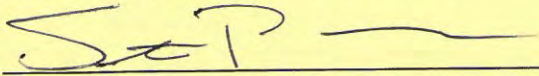
Buffalo NY 14211

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:  Date: 05/14/2020

Name: Steven P. Morber

Title: Vice President

Contractor Name: Bison Laboratories, Inc.

Contractor Address: 100 Leslie Street

Buffalo NY 14211

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:

Bison Laboratories, Inc.

Address: 100 Leslie Street

Buffalo NY 14211

Name and Title of Person Submitting this Form: Steven P. Morber

Vice President

Contract Procurement Number: Project No. 202000008

Date: 05/14/2020

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: _____

(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.

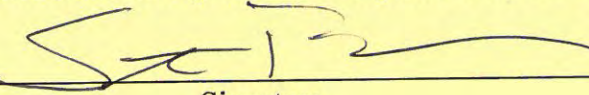
Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(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:  Date: 05/14/2020
Signature

Name: Steven P. Morber

Title: Vice President

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(1).

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, 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.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

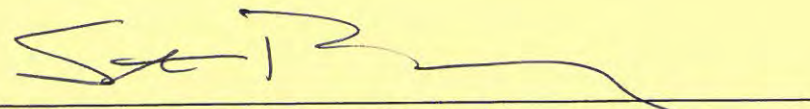
SEXUAL HARASSMENT BIDDING CERTIFICATION

(a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."

3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

Bison Laboratories, Inc
(Name of Individual, Partnership or Corporation)

By 
(Person authorized to sign)

(SEAL)

**INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS**

(INDIVIDUALS OR PARTNERSHIPS)

Official Name: _____

Official Business Address: _____

Business Telephone: _____

For Partnerships and Assumed Names Only:

Has Certificate been filed with County Clerk in which business is carried out? Yes () No ()

Date of Filing Certificate: _____

Names and Addresses of Individuals included in Certificate:

List Financial References including at least one Bank and one Supplier

Have you ever failed to complete any project or been terminated from a contract? _____

Were you ever denied a contract after being the low bidder? _____

List any lawsuits involving breach of contract in which you are a party _____

List on separate sheet and attach any additional information that may be of benefit to Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

ID Number:: (complete one)

Federal Employer Identification Number: _____

Social Security Number: _____

**INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS**

(CORPORATIONS)

Official Corporate Name: Bison Laboratories, Inc.

Official Business Address: 100 Leslie Street, Buffalo, NY 14211-1621

Business Telephone: 716-895-2707

Incorporated Under Laws of the State of: New York

Certificate of Incorporation filed in the office of the Clerk of the County of: Erie

Date of incorporation: January 24, 1946

Names, Address and Official Title of Principle Officers of Corporation and Stockholders with Ten Percent (10%) or more of stock:

Robert G. Morber 78 Beckford Court Williamsville NY 14221

Steven P. Morber 8990 Roberts Grove Clarence NY 14031

List Financial References including at least one Bank and one Supplier

M+T Bank, 80 Holtz Drive, Buffalo NY 14225

DeCarolis Truck Rental, 333 Colfax Street, Rochester NY 14606

Have you ever failed to complete any project or been terminated from a contract? No

Were you ever denied a contract after being the low bidder? No

List any lawsuits involving breach of contract in which you are a party n/A

List on separate sheet and attach any additional information that may be of benefit to Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

ID Number:: (complete one)

Federal Employer Identification Number: 16-0715916

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS

EXPERIENCE

1. How many years has your organization been in business under your present name? _____
74 years
2. What projects similar to this one has your organization completed? Include all projects done in the last three years and all projects done for the ECWA in the last five years. (A)
3. What projects has your organization completed under a different name? (B)
4. List the name of the organization referred to in Question 3 and the names of the officers of that organization n/a

CLASS OF WORK	CONTRACT AMOUNT	WHEN COMPLETED	NAME & ADDRESS OF ENGINEER OR OWNER
A. Sodium Hypochlorite NSF 5 gallon carboy	\$360.00	04/30/2016	ECWA - 3030 Union Rd Buffalo NY 14227
Sodium Hypochlorite 4x1 gallon case	\$2244.00	On going	Buffalo Public Schools 816 City Hall, Buffalo NY 14202
B. n/a			

INFORMATION REQUIRED FROM BIDDERS

OSHA INFORMATION

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

None

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

None

List any additional information on a separate sheet and attach.

APPENDIX B

Bid Specifications

TECHNICAL SPECIFICATIONS

for

FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR TWO YEARS

ECWA PROJECT No. 202000008

1. **WORK INCLUDED:**

The intent and purpose of this specification is for the SUPPLIER to furnish sodium hypochlorite solution for the use in the production of potable water throughout the OWNER's booster stations. Sodium hypochlorite shall be in accordance with the American Water Works Association's (AWWA's) Standard B300- latest revision for Hypochlorites, except as modified or supplemented herein, to the Erie County Water Authority (ECWA).

2. **PRODUCT MATERIAL REQUIREMENTS:**

Hypochlorite supplied under this purchase order shall be tested and certified as meeting the Specification, the AWWA Standard B300- latest revision and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the vendor to inform ECWA that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the purchase order from OWNER.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.10 percent by weight sodium hydroxide and a maximum of 1.5 weight percent sodium hydroxide.

3. **PICK-UP LOCATIONS:**

SUPPLIER shall refill ECWA containers, which will consist of 5-gallon carboys. Pickup location shall be within 20 miles of the ECWA Service Center (3030 Union Road, Buffalo, NY 14227).

4. **SITE INSPECTION – NOT APPLICABLE**

5. **SUPPLYING AND UNLOADING:**

SUPPLIER shall have quantities available for refill Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. on dates as scheduled by the OWNER. If requested, shipments must be available within 24 hours after the SUPPLIER is notified that a refill is required. It shall be the responsibility of the SUPPLIER to prevent any contamination of the sodium hypochlorite during the loading process.

General assistance to the SUPPLIER will be provided. However, it shall be the responsibility of the SUPPLIER to provide all the necessary hose and adaptor fittings so that they can properly offload the sodium hypochlorite into the 5-gallon carboys. The transporting equipment shall be clean and free of residue that may contaminate the SUPPLIER's product or impede the unloading process. It is the SUPPLIER's responsibility to verify the cleanliness of the transporting equipment before loading. The SUPPLIER is also required to clean up any spills which are caused during the unloading operation.

6. **SAFETY DATA SHEET:**

The Supplier is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment delivered.

7. **SAMPLING AND TESTING:**

All Sampling and Testing shall be in accordance with EPA and AWWA B300- latest revision and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

Sampling and Test of Shipment after Unloading. OWNER reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300- specifications, latest revision, and the Specification. Three failures during any period of this purchase order shall constitute automatic termination of the vendor's purchase order from OWNER.

Sampling and testing of sodium hypochlorite shall be paid for by the OWNER, if required.

Certified Documentation: Vendor shall supply documentation, from the chemical manufacturer (source supplier), certifying that the liquid sodium hypochlorite furnished by the chemical manufacturer, complies with applicable requirements of AWWA B300- latest revision and NSF/ANSI Standard 60 Certification.

8. **METHOD OF PAYMENT:**

The sodium hypochlorite will be purchased by the 5-gallon carboy.

9. **PAYMENT:**
The sodium hypochlorite will be paid per 5-gallon carboy.

APPENDIX C

Insurance Requirements

**FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE BOOSTER STATIONS
FOR TWO YEARS**

ECWA PROJECT No. 202000008

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. 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 duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

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
- 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
- Per project aggregate shall apply

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

- Erie County Water Authority to be scheduled as an Additional Insured
- Per project aggregate shall apply

f. Pollution Liability

- \$5,000,000 Per Claim
- \$5,000,000 Aggregate
- Per project aggregate shall apply

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

ACORD 25 (Item a-e) 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 ECWA 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 ECWA 30 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 ECWA 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 ECWA, 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.

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, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA 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, ECWA Claims 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.