

AFFIRMATION OF UNDERSTANDING

OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) AND §139-j(6)(b)

BACKGROUND

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the contractor submits its proposal or bid.

AFFIRMATION OF UNDERSTANDING & AGREEMENT

Offerer affirms that he/she understands and agrees to comply with the procedures of the Monroe County Water Authority relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____
Signature of Offerer or Authorized Representative

Name: _____ Title: _____
Please Print

Bidder's Name _____

Bidder's Address _____

**BIDDER/OFFERER DISCLOSURE
OF
PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION
IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K**

BACKGROUND

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required certification that the information 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 the certification and provide it to the procuring Governmental Entity.

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

Address _____

Name & Title of Person Submitting this Form: _____

CONTRACT PROCUREMENT NUMBER 241106-01 **Date:** _____

1. In the previous four years, has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract?

No Yes

If yes, answer the next questions.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

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?

No Yes

BIDDER/OFFERER DISCLOSURE

4. If you answered YES to any of the above questions, 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.)

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?

No Yes

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination or Withholding: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that he/she understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy, and Conflict of Interest Policy as required by State Finance Law 139-J(3) and 139-j(6)(2) and certifies that all information provided to the Water Authority with respect to State Finance Law 139-j and 139-k is complete, true, and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

BIDDER/OFFERER DISCLOSURE

Bidder/Offerer Name: _____
(Company Name)

Bidder/Offerer Address: _____
_____ Phone: _____

Email: _____

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and a Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority other than to the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified below. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period, the Bidder/Offerer shall be debarred from obtaining governmental procurement contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Procurement Officers for this Bid are:

- Christopher LaManna, P.E. (585) 442-2001 x 504 Christopher.LaManna@mcwa.com
- Christian King, P.E. (585) 442-2001 x 511 Chris.King@mcwa.com
- Laurel Neff (585) 442-2001 x 418 Laurel.Neff@mcwa.com

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law §139-k(5) 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 notice terms of this contract.

Bid Time: 11:00 a.m.
Bid Date: Friday, November 22, 2024
Bid Item: WA 112413 – Salt Supply for Corfu WTP

1. Defined Terms

- A. Addenda: Written or graphic instrument issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- B. Authority: The Monroe County Water Authority, a New York public benefit corporation with which Vendor has entered into the Agreement and for which goods and/or services are to be provided.
- C. Bid: The offer of a Bidder submitted on the prescribed hard copy forms setting forth the prices for goods and services to be furnished.
- D. Bidder: An individual or entity that submits a Bid to the Authority.
- E. Contract Documents: All items in this Bid Package.
- F. Contract Price: The money that the Authority has agreed to pay Vendor for goods and services furnished.
- G. Freight On Board (FOB) Destination: Terms indicating that the Vendor will incur the delivery expense to get the goods to the destination. With terms of FOB Destination, the title to the goods usually passes from Vendor to the Authority at the destination. This means that goods in transit should be reported as inventory by the Vendor, since technically the sale does not occur until the goods reach the destination.
- H. Vendor: The individual or entity with which Authority has contracted for goods and services.

INSTRUCTIONS TO BIDDERS
WA 112413 – SALT SUPPLY FOR CORFU WTP

2. Disqualified Bidders

Pursuant to New York Public Authorities Law §1108, no Bids shall be accepted from, or any contract awarded to, any person or corporation or other business entity who is in arrears to the Authority, or the County of Monroe, upon any debt of contract, or is a defaulter as surety or otherwise upon any obligation to the Authority or the County.

3. Tax Exemption

The Authority, as a public benefit corporation and a governmental agency of the State of New York, is exempt from payment of all State and local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies. Such taxes are not to be included in the Contract Price(s), Bid, or costs to be reimbursed as the case may be.

4. Questions and Addenda

- A. All questions about meaning or intent of the Bidding Documents are to be addressed to one of the Procurement Officers. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.
- B. The Authority will issue as Addenda, which shall become a part of the Contract, any and all interpretations and any supplemental instructions deemed necessary, including the postponement of the date and time of receipt of Bids. Copies of the Addenda will be sent to all parties recorded as having received the Bidding Documents.
- C. The Bidder shall acknowledge receipt of all Addenda in the Bid.

5. Bidding Package Submittal

- A. Bids shall be submitted on original forms. No copies will be accepted.
- B. Bidders shall not remove or submit the Bid pages separate from the Bidding Documents, but shall submit their Bid bound with the complete volume of documents (and all Addenda, if applicable).
- C. All Bids are to be completed in ink. All Bids must state the proposed unit price for each item and be signed by the Bidder with his/her business address. **Erasures or alterations shall be initialed and dated in ink by the person signing the Bid. Bids with erasures or alterations NOT initialed and dated will be deemed non-responsive.**
- D. All forms within the Bidding Documents shall be completed. These include:

INSTRUCTIONS TO BIDDERS
WA 112413 – SALT SUPPLY FOR CORFU WTP

- Proposal
- Non-Collusive Bidding Certification
- Affirmation of Understanding
- Bidder/Offerer Disclosure
- Bid
- Certification of Non-Arrears and Non-Default
- Bid Compliance Clauses

Incomplete Bid submissions will be deemed non-responsive.

E. Submit the following documents with the Bid. Bid submissions received without these documents will be deemed non-responsive:

- 1) Copy of the NSF Certification and certified analysis (including impurities) for the product.
- 2) Copy of product's current Safety Data Sheet.

F. All Bids must be submitted in a sealed envelope, clearly labeled "Bid" and also marked with the Project Name, Bid date, and time of Bid opening. Bids submitted via delivery service, such as FedEx, must be addressed to "Purchasing Manager – BID" with instructions to **Deliver to Bid Box located at Employee Entrance, Door #19**. (Bidders submitting Bids via delivery service have sole responsibility to call the Authority's Purchasing Department and confirm receipt of the Bid.) US Mail is NOT an acceptable means to deliver to this location. **Bids submitted via US Postal Service will be returned unopened.** In addition, bids may **NOT** be submitted electronically.

6. Pre-Bid Meeting

There is no pre-bid meeting scheduled for this procurement.

7. Bid Date & Location

- A. Bids will be received by the Authority at its Operations Center, 475 Norris Drive, Rochester, New York, until **11:00 a.m.** prevailing time on **Friday, November 22, 2024**.
- B. Any Bid received after the time and date specified will be deemed non-responsive.

8. Consideration of Bids

INSTRUCTIONS TO BIDDERS
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- A. The Authority may consider non-responsive any Bid not prepared and submitted in accordance with the provisions herein or reject any or all Bids.
- B. **The Authority reserves the right to reject any or all Bids.**
- C. The Authority reserves the right to consider Bids 45 days after the date of receiving Bids, and reserves the right to accept any Bid or reject any or all of them. No Bidder may withdraw, alter, or revoke a Bid within the 45 days after the actual date of the opening thereof. The Authority also reserves the right to reject any Bid unless the same contains an adequate or reasonable price for all items contained in the Bid, and further reserves the right to reject unrealistic or unbalanced Bids. The Authority does not assume responsibility for any unrealistic or unbalanced Bids that may be ultimately accepted, such responsibility lying solely with Bidder.
- D. The Authority may reject, as informal, Bids which are unsigned, incomplete, conditional, or obscure or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Authority may waive such informalities.
- E. Bidders shall submit a Bid of a unit price for each item listed in the unit price section of the Bid form. **Bidders must bid on all items or Bid will be deemed non-responsive.**
- F. The "Total Bid Price" shall be the sum of the correct "Extended Totals" of the Bid items. The "Total Bid Price" shall be used by the Authority for Bid comparison purposes.
- G. The estimated quantities of Bid items are not guaranteed and are solely for the purpose of comparison of Bids and determining unit prices. All material will be ordered on an as-needed basis. Payments to Vendor for Bid items will be based on actual quantities purchased.
- H. Each unit price will be deemed to include an amount considered by Vendor to be adequate to cover Vendor's overhead and profit for each separately identified item. **Delivery costs must be built in to the unit price Bid item.** The Authority will not pay any fuel surcharges, hazardous material charges, pallet fees, drum deposits, delivery charges, or any other charges pertaining to order not included in the Bid unit price. No change in unit price will be made for a total change in total number of items.
- I. Discrepancies between multiplication of quantity units and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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- J. The Authority may reject any bid that states confirmed pricing will be provided at shipment or that a pricing review will be conducted and items quoted will be subject to negotiation. We also reserve the right to reject any bid that does not guarantee price for term of contract and/or states quote may be subject to future adjustment due to economic variables such as tariffs, inflation, fuel surcharges and/or changes in applicable commodity indexes.

9. Bidder's Representations

It is the responsibility of each Bidder before submitting a Bid – and Bidder, by submitting a Bid – affirmatively represents to the Authority that it has taken all steps Bidder deems necessary to examine and carefully study the Bidding Documents and any data and reference items identified therein. All Bidders must execute the following Non-Collusive Bidding Certification and submit it at the Bid opening and as a condition to the award of the Contract. Such certificate will be part of the Contract with the Authority upon the formal execution of the Agreement.

NON-COLLUSIVE BIDDING CERTIFICATION

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/her 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;
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition;
4. The person signing this Bid certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing on Bidder's behalf.

INSTRUCTIONS TO BIDDERS
WA 112413 – SALT SUPPLY FOR CORFU WTP

This statement is subscribed by Bidder or by its duly-authorized officer or partner in compliance with Section 2604 of the Public Authorities Law, and it is subscribed and affirmed by Bidder as true under the penalties of perjury.

Dated: _____

By: _____
(Signature)

Bidder: _____

Title: _____

INVITATION TO BID

NOTICE IS HEREBY GIVEN THAT sealed bids for the following will be received by the **MONROE COUNTY WATER AUTHORITY** at its Operation Center, 475 Norris Drive, Rochester, NY 14610 pursuant to Section 1108 of the Public Authorities Law until **11:00 A.M.** prevailing time on **FRIDAY, NOVEMBER 22, 2024** at which time and place they will be opened via Webex or telephone conferencing. A meeting link will be sent out to all plan holders and posted at <https://mcwa.com/public-information/procurement-opportunities/>. The Authority reserves the right to reject any and all bids.

WA112413 SALT SUPPLY FOR CORFU WTP

Bid forms and specifications may be obtained by contacting Purchasing at (585)442-2001 x418, or email to laurel.neff@mcwa.com. **The Operations Center is currently closed to the public.**



Monroe County Water Authority
 475 Norris Drive - P.O. Box 10999
 Rochester, New York 14610-0999
 (585) 442-2000

BID DUE: Bids will be received for the item(s) listed below, by the Monroe County Water Authority at its Operation Center located at 475 Norris Drive, Rochester, New York 14610 until **11:00 A.M.** prevailing time, **Friday, November 22, 2024**

WA 112413

Item No.	Qty	Description	Unit Price	Total Price Delivered
		MONROE COUNTY WATER AUTHORITY IS SEEKING A UNIT PRICE CONTRACT FOR ONE (1) YEAR WITH THE OPTION TO EXTEND FOR UP TO FOUR (4) ADDITIONAL ONE-YEAR TERMS UPON MUTUAL CONSENT.		
		QUANTITY SHOWN IS A ONE YEAR'S ESTIMATED USAGE AND SHOULD ONLY BE USED TO ESTABLISH A UNIT PRICE. ALL MATERIAL WILL BE ORDERED AS NEEDED.		
1	170 TON	DELIVERY OF BULK SALT PER ATTACHED SPECIFICATIONS TO THE FOLLOWING LOCATION:		
		SHOREMONT WATER TREATMENT PLANT 4799 DEWEY AVENUE (TOWN OF GREECE) ROCHESTER, NY 14612		
		NO ANTI-CLUMPING AGENTS		
		CONTRACT TERM: 12/12/24 - 12/11/25		

BIDDER _____ BY _____
 (Please Print)

ADDRESS _____ SIGNED BY _____

CITY/STATE _____ ZIP _____ TELEPHONE _____

DELIVERY _____ TERMS _____

MANUFACTURER _____

Monroe County Water Authority

TECHNICAL SPECIFICATIONS

SALT SUPPLY FOR THE CORFU WATER TREATMENT PLANT

November 4, 2024

1. Work Included

Vendor shall furnish and deliver FOB destination to the location specified, deliveries of rock or solar salt for use in the treatment of potable water supplies. Salt shall comply with the specifications outlined herein.

Bid price shall include all costs associated with furnishing and delivering salt as specified, including the cost of the product, transportation, energy fees, fuel surcharges, hazardous materials fees, and/or all other charges.

2. Quantity Required and Load Size

Vendor shall furnish the specified chemical for a period of up to one year from the issuance of the purchase order. Each delivery shall consist of 15 to 22 one-ton totes. Totes shall be equipped with four lifting loops and a bottom quick release drawstring outlet. The exact quantity purchased during the life of the contract will be dictated by the quantity of water produced at the Corfu Water Treatment Plant. Estimated quantity of purchase is 170 tons per year.

3. Specifications for Rock or Solar Salt

Salt shall be approved for use with potable water softening systems and have at least 97.5% sodium chloride with surface moisture no greater than 0.08%.

Water insolubles shall be typically 0.35% with a maximum of 1.0%.

The salt shall not contain any large lumps or unduly fine material that would tend to cake and resist the flow of water when stored under water.

Salt as received shall all pass through a 3/8-inch screen and not more than 1% shall pass through a 30 mesh screen. Iodized salt shall not be used.

The salt shall contain NO Prussiate of Soda (i.e., sodium ferrocyanide) or other anti-caking agents.

All salt supplied shall be free from wood, metal, paper, plastic, rubber, minerals or other materials that may impair the proper operation of feed equipment and chemical delivery lines. The Vendor shall be liable for any damage caused by such material.

4. Certification and Submittals

Vendor shall furnish only product certified by the National Sanitation Foundation (NSF) and meeting the applicable specifications of the American Water Works Association (AWWA).

Monroe County Water Authority

TECHNICAL SPECIFICATIONS

SALT SUPPLY FOR THE CORFU WATER TREATMENT PLANT

November 4, 2024

All bids must be accompanied by a copy of the NSF certification and a certified chemical analysis (including impurities) for the product. Without proof of such current certification accompanying the bid proposal, the bid proposal may be considered unresponsive.

5. Right to Know - Submittal

Vendor shall supply one copy of the product's current Safety Data Sheet (SDS) and product bulletin with the bid. Failure to provide the SDS and product bulletin may result in the bid being declared as non-responsive.

6. Product Point of Origin

All treatment chemicals for which these specifications apply shall be produced, packaged and transported in the United States of America or Canada only.

7. Delivery

The vendor shall deliver (FOB Destination) a shipment of salt totes within seven calendar days of order placement. Payment for salt will be made at the rate of payment in force at the time and date of order placement. The delivery location shall be:

Shoremont Water Treatment Plant
4799 Dewey Ave.
Rochester, New York 14612

Delivery shall be scheduled between the hours of 8:00 am to 2:00 pm, Monday through Friday unless authorized in advance by the Water Authority. Contacts for delivery are the following:

- Primary Contact: Matt Bellaire, Plant Operator, (585) 764-8534
- Secondary Contact: John Kelly, Chief Operator, (585) 329-5987

Tote deliveries will be unloaded by Water Authority personnel. The driver is required to be present at the truck during the period of time that totes are being unloaded.

Prior to the delivery truck leaving the terminal, the Vendor must notify the Water Authority that the delivery is in route. The Vendor must provide the name of the driver and the trucking company making the delivery. Water Authority personnel will then check the driver's name and photo ID upon arrival at the Shoremont Water Treatment Plant.

Monroe County Water Authority

TECHNICAL SPECIFICATIONS

SALT SUPPLY FOR THE CORFU WATER TREATMENT PLANT

November 4, 2024

8. Contract Extension

At the mutual written consent of the Water Authority and Vendor, this contract may be extended in one-year increments for up to four additional years. In the event either party does not want to extend this contract, the other party shall have no claim against the party who chooses not to extend. Written request to extend or not to extend the contract must be provided to the Water Authority at least 45-days prior to the end of the term.

Prices may be escalated no more than 5 percent per year of extension.

The contract time and/or contract price may only be changed by a Change Order executed by both the Water Authority and Vendor.



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, N.Y. 14610-0999

Phone: (585) 442-2000 Fax (585) 442-0220

CERTIFICATION OF NON-ARREARS AND NON-DEFAULT

The signature below certifies that the Contractor is not in arrears to the Monroe County Water Authority or the County of Monroe upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation of the Monroe County Water Authority or the County of Monroe.

Contractor's Signature

Date

SEXUAL HARASSMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the labor law.

NON-APPROPRIATION

In accordance with §109-b of the General Municipal Law, all contracts executed as a result of this Bid/RFP may include standard language regarding "non-appropriation and cancellation for convenience." In the event that the Authority must terminate a contract for non-appropriation of funds, the Authority agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

NON-ASSIGNMENT

In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Authority's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the Authority where the original contract was subject to the Authority's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Authority retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Authority. The Contractor may, however, assign its right to receive payments without the Authority's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

WORKER'S COMPENSATION BENEFITS (IF APPLICABLE)

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.

WAGE AND HOURS PROVISION

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including

the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

IRAN DIVESTMENT ACT

By entering into this Agreement, Contractor certifies in accordance with State Finance Law 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at [https://ogs.ny.gov/list-entities-determined-be-non-responsive -biddersofferers-pursuant-nys-iran-divestment-act-2012](https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012)

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Authority.

During the term of the Contract, should the Authority receive information that a person (as defined in State Finance Law 165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Authority reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Dated: _____ By: _____
(Signature)

Bidder: _____ Title: _____

CONTRACT TERM

A contract will commence the date of the contract award and run for one year, with the option to renew the contract up to four (4) additional periods not to exceed 12 months each, upon mutual consent of both parties. The Authority reserves the right to request separate bids for such quantities that may be best procured via separate bid offerings and to otherwise act in furthering its own best interests.

DELIVERY

All deliveries to be **F.O.B. Monroe County Water Authority Delivered** as specified by a Purchase Order. Delivery costs must be built into the unit prices Bid. Deliveries must be completed within the time specified by the Bidder as stated in the proposal sheet submitted. Delivery information shall be noted on all Purchase Orders issued.

TAX EXEMPTION

Pursuant to Section 1105 of the Public Authorities Law, the Authority is exempt from all taxes.

PRICE CHANGE

A request for price change shall be considered by the Authority upon written notice from the manufacturer, such written notice to be received by the Authority at least 45 days prior to the expiration date of the contract (the "Price Change Request"). If the Price Change Request is approved by the Authority, it will take effect after the expiration of the initial term of the contract and will only apply for the extension or renewal periods of the contract. The Price Change Request shall not be greater than the increased costs incurred by the manufacturer, and in no event shall the Price Change Request be greater than 5% of the contract price.

DISCOUNTS

The Authority takes advantage of all discounts for prompt payment. Prompt payment discounts are specifically solicited and any such discount contained in the bid or bids shall be considered in determining the lowest bid. Our normal terms are Net 30.

SPECIFICATIONS

Specifications will be construed to be complete and be considered the entire description of the goods upon which the Authority is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by an Authority employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

PURCHASE ORDER ISSUANCE

Delivery of the items being bid may be directed by the receipt of a Purchase Order only. Exceptions may only be authorized by the Purchasing Department prior to delivery of the Purchase Order.

TERMS AND CONDITIONS
WA 112413 – SALT SUPPLY FOR CORFU WTP

OTHER AGENCIES

The Vendor must honor the prices, terms and conditions of this Contract to any and all municipalities, special districts, public authorities, or public water supplier within Monroe County and the five surrounding counties. Orders placed against this Contract by any political subdivision, municipality, authority, or water supplier in this Contract must be done voluntarily by contracts solely between the Vendor and those entities. Monroe County Water Authority will not be responsible for, nor will it have any liability or other obligation for, such contract between the Vendor and any third party.