



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

July 31, 2018

To: Terrence D. McCracken, Secretary to the Authority

From: Michael T. Haendiges, Production Engineer *MTH*

Subject: Furnish and Deliver Butterfly Valves,
Flange Adapters, and Ductile Iron Pipe
Fore Erie County Water Authority Broadway Pump Station
ECWA Project No. 201800182

Production Department is requesting the Board Authorization to Advertise for Bids for the above referenced purchase contract.

This contract is to procure capital improvement items to be used at the Broadway Pump Station located at 6224 Broadway, Lancaster NY. This facility is an asset of ECWA. All materials will be delivered to 3030 Union Road by common carrier. The old parts will be removed and the new parts will be installed by ECWA employees.

Attached are the following documents:

- Blue Authorization Form – this form provides the project name and project number, the action that is being requested of the Board (resolution to advertise for bids) and a list of approvals that are required prior to being acted on by the Board.
- One Invitation to Bid.

JJM:jmf
Attachments
cc: R.Stoll
LNTN-125-1801-I-186



Erie County Water Authority

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Secretary to the Authority in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

TERRENCE D. McCracken
SECRETARY TO THE AUTHORITY
C/O CASHIER'S OFFICE
ERIE COUNTY WATER AUTHORITY
295 MAIN STREET, ROOM 350
BUFFALO, NEW YORK 14203

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID DESCRIPTION: FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS, AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY BROADWAY PUMP STATION.

PROJECT No.: 201800182

OPENING DATE: (Date)

TIME: (Time)

FOR: Butterfly Valves, Series Flange Adapters, and Ductile Iron Pipe

NAME OF BIDDER: _____

If you are submitting other Advertisements to Bid, each bid must be enclosed in a separate envelope.

The following EXHIBITS are attached to and made a part of the bid specifications and part of any agreement entered into pursuant to this Advertisement to Bid. If an Exhibit does not have an X on the line preceding it, then the Exhibit is not required for this particular bid.

- | | | |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | EXHIBIT "D" | - Bid Bond |
| <input checked="" type="checkbox"/> | EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <input checked="" type="checkbox"/> | EXHIBIT "I" | - Section 139 of State Finance Law |
| <input type="checkbox"/> | EXHIBIT "P" | - Performance Bond |
| <input type="checkbox"/> | APPENDIX "A" | - Women and Minority Business Enterprise Policy |
| <input checked="" type="checkbox"/> | APPENDIX "B" | - Insurance Requirements |
| <input type="checkbox"/> | APPENDIX "C" | - Prevailing Wage Rate Schedule |

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. to FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS, AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY BROADWAY PUMP STATION.

Bids will be received by the Erie County Water Authority until (Time) a.m. prevailing time, on (Day of week, Date) at the Cashier's Office of the Authority, 295 Main Street, Room 350, Buffalo, New York 14203, and then at that time and place will be publicly opened and read.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "CASHIER'S OFFICE" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED- FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS, AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY BROADWAY PUMP STATION". Failure to follow the above instructions could result in rejection of the bid.

Beginning at (Time) a.m., on (Day of week, Date), the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Cashier's Office at the above address or calling (716) 849-8484, between the hours of 9:00 a.m. and 5:00 p.m.

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

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Paul D. Miklos, Production Technician, Erie County Water Authority Service Center, 3030 Union Road, Buffalo, New York 14227, telephone 716-685-8262.

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

ERIE COUNTY WATER AUTHORITY

TERRENCE D. McCRACKEN
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (HEREINAFTER ECWA) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the ECWA after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event of an emergency closing of certain ECWA facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE ECWA shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
5. THE ECWA, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The ECWA does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.
6. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
7. THIS EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE ECWA AND APPROPRIATED THEREFORE, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE ECWA BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

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

prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.

17. **THIS BID IS FIRM AND IRREVOCABLE** for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
18. **PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
19. **PRICE IS FIRM.** The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
20. **EXTENSION OF PRICE PROTECTION.** Any contract entered into pursuant to this bid to supply the ECWA requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the ECWA. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the ECWA.
21. **IN EXECUTING THIS BID, THE BIDDER AFFIRMS** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the ECWA will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
22. **ACCOUNTABILITY.** The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
23. The contemplated Procurement is separated into various Bid Items. Bidder may elect to submit a bid for any Bid Item for which Bidder is qualified to furnish the specified Goods. Bidders are advised that the overall Procurement may be awarded in multiple contracts; as such the amount for each Bid Item shall be sufficient to provide all Goods included under that Bid Item as it were a separate contract.
24. For each Bid Item for which Bidder submits a bid, the amount bid shall be complete for all Goods specified for that Bid Item. If a bid for a particular Bid Item is submitted that

includes only part of the Goods in that Bid Item, then the bid submitted for that particular Bid Item shall be judged to be non-responsive.

25. Award of portions of the Contract shall be based upon various Bidders' abilities to provide the Goods specified, as well as OWNER'S consideration of cost. Cost consideration shall be on a Bid Item by Bid Item basis.

BID SPECIFICATIONS/BIDDERS PROPOSAL/CONTRACT

BID DESCRIPTION: FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS, AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY BROADWAY PUMP STATION

PROJECT No.: 201800182

Ship to: ERIE COUNTY WATER AUTHORITY
 Attention: Paul D. Miklos, Production Technician
 Address: 3030 Union Road, Buffalo, New York 14227

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1	3	Ea	10-inch Pratt Butterfly Valve, 150 Lb Flange x Flange with Handwheel (Named manufacturer, no substitution)		
2	3	Ea	12-inch Pratt Butterfly Valve, 150 Lb Flange x Flange with Handwheel (Named manufacturer, no substitution)		
3	3	Ea	10-inch EBAA 2100 Series Megaflange Adapter. (Named manufacturer, no substitution)		
4	3	Ea	12-inch EBAA 2100 Series Megaflange Adapter. (Named manufacturer, no substitution)		
5	3	pc	10 inch x 5 foot ductile Iron Pipe, 150 Lb Flange x Plain End.		
6	3	pc	12 inch x 6 foot ductile Iron Pipe, 150 Lb Flange x Plain End.		
TOTAL NET BID DELIVERED INSIDE					\$

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ECWA CHAIR SIGNATURE: _____ DATE: _____

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: _____

Social Security Number: _____

BID SECURITY FORM

EXHIBIT "D"

BIDDER (Name and Address):

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

OWNER:

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

BID

BID DUE DATE: _____

PROJECT:

FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS,
AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY
BROADWAY PUMP STATION
Project No: 201800182

BOND

BOND NUMBER: _____

DATE: (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

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

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

END OF BID BOND

NON-COLLUSIVE BIDDING CERTIFICATION
as mandated by Public Authority Law, Section 2878

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day _____, 20__

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE No. _____

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

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 and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder 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 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. 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.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

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

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

Contract Termination Provision.

FORM A

**Offerer's Affirmation of Understanding of and Agreement Pursuant to State
Finance Law §139-j(3) and §139-j(6)(b)**

Instructions:

A Governmental Entity 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 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 Government Entity relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

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

Instructions:

A Governmental Entity 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. It is required that the Certification 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 Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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

New York State Finance Law §139-k(2) obligates a Governmental Entity 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-k(1). State Finance Law §139-j sets 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 within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

A Governmental Entity 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 Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

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-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 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 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 Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

BID SPECIFICATIONS

BID DESCRIPTION: FURNISH AND DELIVER BUTTERFLY VALVES, FLANGE ADAPTERS, AND DUCTILE IRON PIPE FOR ERIE COUNTY WATER AUTHORITY BROADWAY PUMP STATION

PROJECT No. 201800182

SECTION 01781

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide operation and maintenance data in the form of instructional manuals for use by the OWNER'S personnel for:
 - 1. All equipment and systems furnished under this Contract.
 - 2. All valves, gates and related accessories furnished under this Contract.
 - 3. All instruments and control devices furnished under this Contract.

- B. Definitions:
 - 1. Operation and Maintenance Data:
 - a. The term "operation and maintenance data" includes all product related information and documents which are required for preparation of the plant operation and maintenance manual. It also includes all data which must accompany said manual as directed by current regulations of any participating government agency.
 - b. Required operation and maintenance data includes, but is not limited to, the following:
 - 1) Complete, detailed written operating instruction for each product or piece of equipment including: equipment function; operating characteristics; limiting conditions; operating instructions for startup, normal and emergency conditions; regulation and control; and shutdown.
 - 2) Complete, detailed written preventive maintenance instructions as defined below.
 - 3) Recommended spare parts lists and local sources of supply for parts.
 - 4) Written explanations of all safety considerations relating to operation and maintenance procedures.
 - 5) Name, address and phone number of manufacturer, manufacturer's local service representative, and Subcontractor or installer.

- 6) Copy of all approved Shop Drawings, and copy of warranty bond and service contract as applicable.
2. Preventive Maintenance Instructions:
 - a. The term “preventive maintenance instructions” includes all information and instructions required to keep a product or piece of equipment properly lubricated, adjusted and maintained so that the item functions economically throughout its full design life.
 - b. Preventive maintenance instructions include, but are not limited to, the following:
 - 1) A written explanation with illustrations for each preventive maintenance task.
 - 2) Recommended schedule for execution of preventive maintenance tasks.
 - 3) Lubrication charts.
 - 4) Table of alternative lubricants.
 - 5) Trouble shooting instructions.
 - 6) List of required maintenance tools and equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 15100

VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of 5 years experience producing valves and appurtenances, and shall show evidence of at least 5 installations in satisfactory operation.
2. Parts Interchangeability: It is the intent of these specifications that all materials furnished herein shall be compatible with similar materials of other manufacturer's.

B. Reference Standards

1. ANSI B16.1, Cast Iron Pipe Flanges and Flanged Fittings
2. ANSI B16.4, Cast Iron Fittings
3. ASTM A48, Standard Specification for Gray Iron Castings
4. ASTM A126, Standard Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings
5. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
6. ASTM A354, Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners
7. ASTM A436, Standard Specification for Austenitic Gray Iron Castings
8. ASTM A536, Standard Specification for Ductile Iron Castings
9. ASTM B62, Standard Specification for Composition Bronze or Ounce Metal Castings
10. AWWA C500, Standard for Metal-Seated Gate Valves for Water Supply Service
11. AWWA C504, Standard for Rubber-Seated Butterfly Valves
12. AWWA C508, Standard for Swing Check Valves for Waterworks Service, 2 in.(50 mm) Through 24 in. (600 mm) NPS
13. AWWA C509, Standard for Resilient Seated Gate Valves for Water Supply Service
14. AWWA C540, Power-Actuating Devices for Valve and Slide Gates.
15. AWWA C800, Underground Service Line Valves and Fittings
16. American Gear Manufacturers Association (AGMA) Standards
17. NEMA, National Electrical Manufacturer's Association
18. NEC, National Electrical Code
19. NEMA MG 1, Motors and Generators
20. NSF/ANSI Standard 61
21. Underwriter's Laboratories (UL)
22. International Organization for Standardization (ISO)

23. Factory Mutual Research Corporation
24. 1996 Safe Drinking Water Act
25. Manufacturing Standardization Society of the Valve and Fittings Industry (MSS)

1.02 SUBMITTALS

- A. Delivery Tickets:
 1. Furnish delivery tickets indicating the valve manufacturer, valve type and class, identifying that the valves are new and from a manufacturer that has been submitted and approved.
- B. Operation and Maintenance Manuals
 1. Submit complete Installation, Operation, and Maintenance Manuals, including test reports, maintenance data and schedules, description of operation, and spare parts information.
 2. Furnish Operation and Maintenance Manuals in conformance with the requirements of Section 01781, Operation and Maintenance Data.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage; any such distortion or damage shall be basis for rejection of the materials.
- B. Equipment used for unloading shall be covered with wood or rubber to avoid damage to the exterior of the valves and accessories. Do not drop or roll materials off trucks. All valves and appurtenances shall be handled with padded slings or other appropriate equipment. The use of cables, hooks or chains will not be permitted.
- C. The materials shall be inspected before and after unloading. Materials that are found to be cracked, gouged, chipped, dented or otherwise damaged will not be accepted.
- D. Interiors of valves and appurtenances shall be kept free from dirt and foreign matter.
- E. Store valves and appurtenances on heavy wood blocking or platforms so they are not in contact with the ground.
- F. Valves and appurtenances shall be unloaded opposite to or as close to the place where they are to be used as is practical to avoid unnecessary handling.
- G. Store all equipment in covered storage off the ground and prevent condensation in accordance with the manufacturer's recommendations for long-term storage.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All products, including interior coatings, shall be suitable for use in a potable water system.
- B. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
- C. Protect wetted parts from galvanic corrosion due to contact of two different metals.
- D. Manually operated valves, with or without extension stems, shall require not more than a 40-pound pull on the manual operator to open or close a valve against the specified criteria. Manual operators to include handwheels.
- E. Valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
- F. Manual valve operators shall turn clockwise to close unless otherwise specified. Valves shall indicate the direction of operation.
- G. Unless otherwise specified all flanged valves shall have ends conforming to ANSI B16.1.
- H. All valves and appurtenances must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.
- I. Clean and descale fabricated stainless steel items in accordance with ASTM A 380, and as follows:
 - 1. Passivate all stainless steel welded fabricated items after manufacture by immersion in a pickling solution of six percent nitric acid and three percent hydrofluoric acid. Temperature and detention time shall be sufficient for removal of oxidation and ferrous contamination without etching the surface. Perform a complete neutralizing operation by immersion in a trisodium phosphate rinse followed by a clean water wash.
 - 2. Scrub welds with the same pickling solution or pickling paste and clean with stainless steel wire brushes or by grinding with non-metallic abrasive tools to remove weld discoloration, and then neutralize and wash clean.
- J. Exterior steel, cast-iron, and ductile iron surfaces, except machined surfaces of all exposed valves and appurtenances, shall be finish painted in the shop. The surface preparation, priming, finish painting, and field touch-up painting shall conform to paint system manufacturer's recommendations.

2.02 BUTTERFLY VALVES

- A. Manufacturers: Provide products from (named manufacturer, no substitution)
 - 1. Henry Pratt Co.

- B. General:
 - 1. Butterfly valves shall be short-body design conforming to AWWA C504 and shall have flanged ends.
 - 2. Valves shall be tight closing, rubber seat type with recessed rubber seat securely mounted to the valve body. The valves shall be capable of being maintained in the open or partially open position for manual operation or for automatic operation. When the disc is maintained in any position, there shall be no chatter or vibration of the disc or operating mechanism.
 - 3. Provide valves with brass or Type 316 stainless steel nameplates attached with Type 316 stainless steel screws. Nameplates shall have engraved letters, be permanently attached to the valve body at the factory, and shall include the following information as a minimum:
 - a. Valve size.
 - b. Pressure and temperature ratings.
 - c. Application.
 - d. Date of manufacture.
 - e. Manufacturer's name.

- C. Materials of Construction
 - 1. Body shall be cast iron ASTM A126, Class B, with integrally cast shaft bearing hubs. Flanged ends shall conform to ANSI B16.1 and match existing. The rated working pressure shall be 150 psig.
 - 2. The valves shall provide drip-tight bi-directional shut-off at the rated pressures.
 - 3. Valve shafts shall be Type 316 stainless steel solid one piece design for valve sizes 3-inch through 20-inch and stub shaft design for valves larger than 24-inch in diameter with an adjustable thrust bearing to center the valve disc.
 - 4. Discs shall be of one-piece design, cast iron or ductile with a Type 316 stainless steel seating edge with demonstrated test results of 100,000 cycles of drip tight capability.
 - 5. Valve seats shall be synthetic rubber. Rubber seats shall be bonded to the valve body. The seat bond must withstand a 75 pound pull under test procedure ASTM D429, Method B.
 - 6. Valve bearings shall be as specified in Sect. 3, AWWA C504. The shaft bearings shall be teflon or teflon lined/fiberglass backed.
 - 7. Valve shaft packing shall be non-metallic, split-V self-compensating Chevron style.
 - 8. Valve packing shall be replaceable without dismantling the valve.
 - 9. Tapered pins used for attachment of the shaft to the disc shall be Type 316 stainless steel.

10. All internal and external bolting and other hardware; including pins, set screws, studs, bolts, nuts, and washers shall be Type 316 stainless steel.

D. Interior Coating:

1. All valves shall be coated inside. The steel, cast-iron, and ductile iron surfaces, except machined surfaces, shall be epoxy coated in accordance with AWWA C550.

2.03 REASTRAINED FLANGE ADAPTER

A. Manufacturers: Provide products from (named manufacturer, no substitution):

1. EBAA IRON INC., SERIES 2100 MEGAFLANGE.

B. General

1. Adapter shall be in full conformance with ANSI/AWWA C111/A21.11 with flange surface facing in accordance with ANSI/AWWA C207 of the latest version.
2. Body shall be constructed of ASTM A536 Ductile iron.
3. Adapter shall allow up to a 5° joint deflection.
4. Flange bolts shall be stainless steel.

A. Restrained Flanged Adapter

1. Restraint shall be accomplished by use of a gland that incorporates wedges that increase their resistance to pull out as pressure or external forces increase.
2. The restrained flange adapter shall be comprised of two rings made of ductile iron conforming to ASTM A536.
3. The restraining ring shall be suitable for flanges conforming to AWWA C115 flange drilling.
4. Nuts and bolts shall be fluorocarbon coated or Type 304 stainless steel, high strength, low alloy.
5. Torque limiting twist off nuts shall be used to insure the proper actuation of the wedges. When the nut is sheared off, a standard hex head shall remain.
6. Provide fusion bonded epoxy coating on the gasket ring and shop primer on the body.
7. Restrained flange adapter shall be suitable for use on ductile iron pipe.
8. Manufacturer:
 - a. EBAA Iron, Series 2100 Megaflange,

2.04 DUCTILE IRON PIPE

A. Manufacturers:

B. General

1. All products, including interior coatings shall be suitable for use in a potable water system.

2. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
3. All piping specialties and accessories must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.

C. Reference Standards

1. AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water
2. AWWA C115, American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron Pressure Pipe and Fittings
3. AWWA C301, Prestressed Concrete Pressure Pipe, Steel-Cylinder Type, for Water and Other Liquids
4. AWWA C600, Standard for Installation of Ductile-Iron Watermains and Their Appurtenances
5. AWWA C605, Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
6. AWWA C651, Standard for Disinfecting Watermains
7. AWWA C800, Underground Service Line Valves and Fittings
8. AWWA C900, Polyvinyl Chloride (PVC) Pressure Pipe, 4-inch Through 12-inch for Water Distribution
9. ASTM A536, Standard Specification for Ductile Iron Castings
10. ASTM B92, Specification for Standard Size Seamless Copper Pipe
11. ASTM B584, Standard Specification for Composition Bronze or Ounce Metal Castings
12. ASTM D2000, Standard Classification System for Rubber Products in Automotive Applications
13. NSF/ANSI Standard 61
14. Underwriter's Laboratories (UL)
15. International Organization for Standardization (ISO)
16. Factory Mutual Research Corporation
17. 1996 Safe Drinking Water Act

PART 3 - WARRANTY

3.01 WARRANTY

- A. All equipment supplied shall be covered by the manufacturer's one (1) year warranty against all defects. Warranty will commence when valve installation is complete and put into service by OWNER.

END OF SECTION