



Erie County Water Authority

4

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:

JOSEPH T. BURNS
SECRETARY TO THE AUTHORITY
C/O CASHIERS 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: Machining and Fabrication Services for the Repair of Various ECWA Equipment from August 1, 2017 to July 31, 2018

PROJECT No.: 201700071

OPENING DATE: Tuesday, June 6, 2017 **TIME:** 11:30 a.m.

FOR: Machining and Fabrication Services for the Repair of Various ECWA Equipment.

NAME OF BIDDER: FREDERICK MACHINING & MANUFACTURING INC.

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 type="checkbox"/> | APPENDIX "B" | - Insurance |
| <input type="checkbox"/> | APPENDIX "C" | - Prevailing Wage Rate Schedule |

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. for ERIE COUNTY WATER AUTHORITY, Machining and Fabrication Services for the Repair of Various ECWA Equipment from August 1, 2017 to July 31, 2018.

Bids will be received by the Erie County Water Authority until 11:30 a.m. prevailing time, on Tuesday, June 6, 2017 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-ECWA Machining and Fabrication Services for the Repair of Various ECWA Equipment from August 1, 2017 to July 31, 2018". Failure to follow the above instructions could result in rejection of the bid.

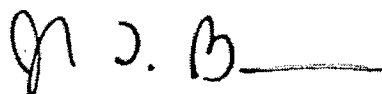
Beginning at 9:00 a.m., on Monday, May 15, 2017, the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Cashier's Office at the above address or calling (716) 849-8484, between the hours 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, 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 low.

ERIE COUNTY WATER AUTHORITY



JOSEPH T. BURNS
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 Bidders 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.

BID SPECIFICATIONS

BID DESCRIPTION: Machining and Fabrication Services for the Repair of Various ECWA Equipment, from August 1, 2017 to July 31, 2018.

PROJECT No. 201700071

PART 1 – GENERAL

1.01 PROJECT DESCRIPTION

The Contractor shall furnish, upon request, specific machining and fabrication services for various Erie County Water Authority equipment.

1.02 CONTRACTOR QUALIFICATIONS

The Contractor shall submit with the bid evidence of having a minimum of ten years of experience performing work of similar size and scope. This experience must specifically include babbitt bearings. Contractor shall provide a list of references verifying his competence in this type of work.

1.03 EQUIPMENT REQUIREMENTS

- A. The Contractor's facility must meet the following minimum equipment criteria.
1. CNC Lathe with capacity for a 35-inch swing and 10 feet centers.
 2. CNC Vertical mill capacity of 30" x 65" x 31".
 3. CNC Horizontal mill capacity of 49" x 39" x 33".
 4. Horizontal hydraulic press capacity of 225 tons.
 5. Vertical hydraulic press capacity of 75 tons.
 6. Water jet or plasma cutting machine with CAD capabilities.
 7. Babbitt bearing machining tools.

1.04 WORK DESCRIPTION

A. General

1. All work shall be requested and directed by the Authority's Pump Mechanic Crew Chief or a designated representative.
2. Work will be on an as needed basis as determined by the Authority
3. All labor, material, and equipment necessary to perform the work shall be provided by the Contractor.
4. Contractor must have the ability to obtain and machine/fabricate using various grades of carbon steel, stainless steel, brass, bronze, cast iron, and plastic.
5. All work performed under this contract shall not proceed until the Contractor provides a written Scope of Work and cost estimate and authorization has been provided by the Erie County Water Authority.
6. All materials must be new, unused, and approved by the Erie County Water Authority.

7. Any subcontracted work must have prior approval by the Authority.

1.05 QUALITY ASSURANCE

A. General

1. The Authority shall be allowed on-site at any time for inspection of the work.
2. All parts shall be fabricated to within 0.005" of requested dimensions.
3. If the Authority is not satisfied with the work quality and progress, it shall have the right to terminate this Contract at any time upon seven (7) days written notice.

PART 2 - PAYMENT

2.01 MEASUREMENT AND PAYMENT

A. General

1. Payment shall be at the hourly rates stipulated in the Contract.
2. The hourly rate shall include an amount, considered by the Contractor, adequate to cover the Contractor's labor, tools, equipment, and overhead and profit.
3. Overhead and profit can be charged on materials only at a rate not to exceed 10%. The Contractor shall provide copies of material invoices with the bills for the specified project.
4. An additional amount may be charged to the hourly rate to cover subcontracted work at a rate not to exceed 10% for any preapproved work.

2.02 CONTRACT DURATION

If the Erie County Water Authority and CONTRACTOR mutually agree to continue this Contract after the 31st day of July 2018, it shall be extended for not more than two 1-year terms on the same terms and conditions provided for herein. CONTRACTOR shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this Contract.

BID SPECIFICATIONS/BIDDER'S PROPOSAL/CONTRACT

BID DESCRIPTION: Machining and Fabrication Services for the Repair of Various ECWA Equipment from August 1, 2017 to July 31, 2018.

PROJECT No.: 201700071

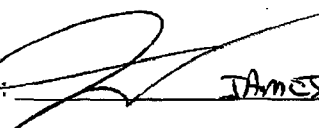
Ship to: ERIE COUNTY WATER AUTHORITY
Attention: Paul D. Miklos, Production Technician
Address: 3030 Union Road, Buffalo, New York 14227-1097

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1	100	Hours	CNC Lathe Work	42.85	4,285-
2	100	Hours	CNC Mill Work	42.85	4,285-
3	100	Hours	Water Jet Work	42.85	4,285-
4	100	Hours	Hydraulic Press Work	42.85	4,285-
5	50	Hours	Welder	42.85	4,285-
6	50	Hours	Babbitt Bearing Work	42.85	4,285-
7	N/A	N/A	Subcontracted Work	N/A	\$5,000.00
8	N/A	N/A	Materials	N/A	\$10,000.00
TOTAL NET BID DELIVERED INSIDE					\$ 40,170 ⁰⁰

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

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: FREDERICK MACHINING & MANUFACTURING INC.

AUTHORIZED SIGNATURE:  JAMES M. KELLY DATE: 6/5/17

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 FREDERICK MACHINE & MANUFACTURING INC.

ADDRESS OF PRINCIPAL OFFICE: STREET 405 WASHINGTON

CITY BUFFALO

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET 405 WASHINGTON

CITY BUFFALO

AREA CODE 716 PHONE 892-1425 STATE NEW YORK ZIP 14206

NAMES AND ADDRESSES OF PARTNERS:

JENNIFER FREDERICK-KELLY 405 WASHINGTON BUFFALO, NY 14206

JAMES M. KELLY 405 WASHINGTON BUFFALO, NY 14206

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-1027866

Social Security Number: _____

200 - Cheektowaga
Depew, New York

OFFICIAL CHECK

Customer Copy

027759742

Date 06/05/2017

Remitter FREDERICK MACHINE & MANUFACTURING INC

\$ 2,035.50 ***

Pay To The Order Of ERIE COUNTY WATER AUTHORITY

Drawer: KeyBank

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

FORM NO. 80-0811-T21 (4/08)

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

OFFICIAL CHECK

027759742

62-20
311

Date 06/05/2017

Remitter FREDERICK MACHINE & MANUFACTURING INC

\$ 2,035.50 ***

200 - Cheektowaga
Depew, New York

Pay To The Order Of ERIE COUNTY WATER AUTHORITY

Drawer: KeyBank

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this instrument, call: 1-888-556-5142

Dennis A. Devine
AUTHORIZED SIGNATURE

⑈027759742⑈ ⑆031100209⑆

38774212⑈

BID SECURITY FORM

EXHIBIT "D"

BIDDER (Name and Address):

FREDERICK MACHINE & MANUFACTURING INC
405 WASHINGTON
BUFFALO, NEW YORK 14206

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

OWNER:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203-2494

BID

BID DUE DATE: JUNE 6, 2017

PROJECT:

Machining and Fabrication Services for the Repair of Various ECWA Equipment
From August 1, 2017 to July 31, 2018
Project No: 201700071

BOND

BOND NUMBER: N/A SUBMITTED CASHIER CHECK
DATE: (Not later than Bid due date): JUNE 6, 2017
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 or 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 5th day JUNE, 2017

TERMS 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME FREDERICK MACHINE & MANUFACTURING INC

ADDRESS 405 WINDY TOWN

BUFFALO, NEW YORK ZIP 14206

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE JAMES M. KELLY

TITLE Vice President TELEPHONE No. (716) 892-1425

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: 6/5/17

Name: JAMES M. KELLY

Title: VICE PRESIDENT

Contractor Name: FREDERICK MACHINE & MANUFACTURING, INC

Contractor Address: 405 WASHINGTON
BUFFALO, NEW YORK 14206

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: 10/5/17

Name: JAMES M KELLY

Title: VICE PRESIDENT

Contractor Name: FROSTLICK MACHINERY & MANUFACTURING

Contractor Address: 405 LUDINGTON
BUFFALO, NEW YORK 14206

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.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

FREDERICK MACHINES & MANUFACTURING INC.

Address: 405 WASHINGTON

DUFFALO, NEW YORK 14206

Name and Title of Person Submitting this Form: JAMES M KELLY

VICE PRESIDENT

Contract Procurement Number: 201700071

Date: 6/6/17

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 Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By:  Date: 6/5/17
Signature

Name: JAMES M KELLY

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-k(l).

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

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the 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.