

Project Manual

**Furnishing and Delivering of
Liquid Chlorine in One Ton Containers
to the Erie County Water Authority
for the Treatment of Water
from May 1, 2019
through April 30, 2021**

Project No. 201900007

?????????? 2019

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



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ITEM 12.1
ERIE COUNTY WATER AUTHORITY
295 MAIN STREET, ROOM 350
BUFFALO, NEW YORK 14203

**FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

PROJECT No: 201900007

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 **FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

Bids will be received by the Erie County Water Authority until 4:00 a.m. prevailing time, on Tuesday, May 14, 2019 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-**FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER FROM MAY 1, 2019 THROUGH APRIL 30, 2021**". Failure to follow the above instructions could result in rejection of the bid.

Beginning at 9:00 a.m. on Monday, May 13, 2019, the Information 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 John J. Mogavero, Chemist/Chief Water Treatment Plant Operator, Erie County Water Authority, Van de Water Water Treatment Plant, 3750 River Road, Tonawanda, New York 14150, telephone 716-685-8323.

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

TERRENCE D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

INSTRUCTIONS TO BIDDERS

1. **PROPOSALS RECEIVED AND WORK INCLUDED**

The Erie County Water Authority (hereinafter called the OWNER) will receive proposals at the time and place, under the conditions stated and for the work and/or material described in the Notice to Bidders.

2. **BID SUBMITTAL**

A. **BID DOCUMENTS**

Proposals must be made upon the forms contained herein.

The proposal as submitted, shall not be separated from the volume containing the other Contract Documents which are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership or by a corporation, the proposal must be signed and sealed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation. No person co-partnership, or corporation shall submit more than one proposal, either directly or by agent.

The following original signatures are required to be affixed at the time of bid:

<u>ITEM</u>	<u>PAGE</u>
Proposal *	<u>PS 2-2</u>
Ground for Cancellation of Contract *	<u>PS 3-1</u>
Non-Collusion Bidding Certificate *	<u>PS 3-4</u>
State Finance Law Requirements:	
Form A	<u>PS 3-6</u>
Form B	<u>PS 3-7</u>
Form C	<u>PS 3-9 and 3-10</u>
Section 139 of State Finance Law, Statement relating to Sexual Harassment Policy	<u>PS 3-12</u>

The bidder must also complete the following:

Information required from Bidders PS 3-13 or 3-14 ;
3-15 and 3-16

* Sealed and authorized signature required if bid is by a Corporation.

B. ADDITIONAL REQUIREMENTS

1. Each Bidder must also furnish with his bid the bond or check described in Section 3.
2. Each Bidder must also furnish Material Brochures specified in Section PS5.
3. 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" in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED" along with the title of the bid project.
4. Failure to follow the above instructions could result in rejection of the proposal.

3. BID GUARANTEE

Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the OWNER. The bid bond must contain original signatures in ink. Pencil, stamped, Thermofax, Xerox, or any other copies of the signatures will be grounds for voiding the bid.

Bid bonds or checks will be returned to all except the three lowest bidders within three (3) banking days after the formal opening of the bids. The checks or bonds will be returned to the three lowest bidders within five (5) banking days after the execution of the contract and the furnishing of the required security by the successful bidder.

The bid bond shall be approved by the Owner's Attorney for the Authority as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the Owner as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.

4. EQUIPMENT AND MATERIAL BROCHURES

The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required

equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.

5. **IRREGULAR PROPOSALS**

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, bids containing escalation clauses or irregularities of any kind. Bids that are considered unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected. If such unbalanced bids are accepted, the unit price or lump sum bids cannot be changed or amended and shall prevail for any amount provided pursuant to the contract. The OWNER further reserves the right to waive any and all informalities in the bidding of this work, if it is deemed to be in the best interest of the OWNER. The Bidder will not be allowed to take advantage of any error or omissions.

6. **INTERPRETATIONS**

If any person contemplating submitting bids is in doubt as to the true meaning of any part of these proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof.

No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. 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 John J. Mogavero, Chemist/Chief Water Treatment Plant Operator, Erie County Water Authority, Van de Water Water Treatment Plant, 3750 River Road, Tonawanda, New York 14150, telephone 716-685-8323. Every request for such interpretation must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications, which, if issued, will be mailed either by Registered or Certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished in the application for Invitation to Bid) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the Contract Documents. All addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Bid Documents. The OWNER will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the OWNER before expiration of the time set for the receipt of bids.

7. **COMPETENCY OF BIDDERS**

Proposals will not be considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in receivers' hands at the time of tendering a proposal or at the time of entering into a contract, but the Erie County Water Authority reserves the right to accept or reject such proposals in the best interest of the Authority.

Each bidder shall be experienced in the kind of work to be performed and shall have the necessary equipment and sufficient capital to execute properly the work within the time allowed, and to prosecute and complete the work at the rate of time specified. Bids may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the work. Each bidder shall include with his bid the form entitled "INFORMATION REQUIRED FROM CONTRACTORS AT THE TIME OF CANVAS OF BIDS" in the proposal. Low bidders may be asked to furnish additional data to demonstrate competency.

8. **WITHDRAWAL OF PROPOSALS**

If a bidder wishes to withdraw his proposal, he may do so before the time fixed for the opening of bids by written communication of his purpose to the OWNER. Upon receipt of such notice prior to the time set for opening of bids the proposal will be returned to him unopened.

9. **BID OPENING**

Bids will be received and opened in the Authority's principal office, as set forth in the Notice to Bidders. Bids shall remain open for 45 days.

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

10. **RIGHT TO REJECT**

The OWNER reserves the right to reject any/or all proposals and to rebid the Contract when the Authority deems it in the public interest to do so.

11. **MBE REQUIREMENTS**

The successful bidder must comply with the Authority's Women and Minority Business Enterprise Policy, which is set forth in Appendix A. The successful bidder, within one week of the opening of the bids, must also complete and return Part A of the WMBE requirements. Part A should be returned to Director of Equal Employment Opportunity (ECWA), at the Authority's Service Center, 3030 Union Road, Buffalo, New York 14227

12. **BONDS AND INSURANCE**

The successful bidder, before being awarded the contract, shall furnish the Certificate of Insurance as set forth in Appendix B. The successful bidder shall also provide any bonds required by Appendix C.

13. **AWARD OF CONTRACT**

All contracts, or change orders, for work, materials or supplies performed or furnished in connection with construction shall be awarded by the Authority pursuant to resolution.

If the Authority shall not deem it for the interest of the Authority to reject all bids, it shall award the contract to the lowest bidder, unless the Authority shall determine that it is in the best interest of the public to award a bid even though the proposal chosen may result in the awarding of a contract to a bidder whose bid is not mathematically low.

14. **EXECUTION OF THE CONTRACT**

The party to whom the contract is awarded or his authorized representative will be required to execute the contract within five (5) banking days from the date of the award, and, in case of his failure or neglect to do so, the OWNER may, at its option, determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the OWNER. At its option, the OWNER may also elect to accept the bid security and sue for damages for breach of contract, delay, etc.

15. **EXEMPTION FROM SALES AND/OR USE TAXES**

The CONTRACTOR is advised that the OWNER, a public benefit corporation created by 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 incorporated in and becoming an integral component part of the work, structures, buildings or real property, pursuant to the provisions of this contract. Such taxes are not to be included in the contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased to the SUPPLIER or a subcontractor or to supplies, machinery, equipment and materials which, even though they are consumed in the performance of the contract, are not incorporated into the completed permanent work. The SUPPLIER and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

The OWNER will supply the necessary exemption certificates to the SUPPLIER.

SUPPLIER and his subcontractors and materialmen shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a CONTRACTOR Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the work covered by this contract.

ERIE COUNTY WATER AUTHORITY

BIDDER'S PROPOSAL

FOR

**FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900007

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

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

In case of discrepancy, written unit figures shall govern.

<u>ERIE COUNTY WATER AUTHORITY</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTAL</u>
<p><u>ITEM 1</u> - Furnishing, delivering and unloading f.o.b. destination, approximately 510 tons of Liquid Chlorine to the Sturgeon Point Water Treatment Plant in accordance with the specifications for the unit cost _____ Dollars and _____ Cents (\$ _____) per ton (2,000 lbs.)</p>	510 Tons	\$ _____

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

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

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

Contracting Company

Per: _____

Date: _____

(SEAL)

State Delivery (if applicable):

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

Section 2875. Ground for cancellation of contract by public authority.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation or termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waive of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW**Section 2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY**

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this title.

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

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 39-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

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

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

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

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

FORM A

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

Instructions:

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

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

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

Instructions:

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

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

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

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

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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

Sample Contract Termination Provision

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

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

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

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

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

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

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

(INDIVIDUALS OR PARTNERSHIPS)

Official Name: _____

Official Business Address: _____

Business Telephone: _____

For Partnerships and Assumed Names Only:

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

Date of Filing Certificate: _____

Names and Addresses of Individuals included in Certificate:

List Financial References including at least one Bank and one Supplier

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

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

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

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

ID Number:: (complete one)

Federal Employer Identification Number: _____

Social Security Number: _____

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

(CORPORATIONS)

Official Corporate Name: _____

Official Business Address: _____

Business Telephone: _____

Incorporated Under Laws of the State of: _____

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

Date of incorporation: _____

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

List Financial References including at least one Bank and one Supplier

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

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

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

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

ID Number:: (complete one)

Federal Employer Identification Number: _____

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS

EXPERIENCE

1. How many years has your organization been in business under your present name? _____

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

CLASS OF WORK	CONTRACT AMOUNT	WHEN COMPLETED	NAME & ADDRESS OF ENGINEER OR OWNER
A.			
B.			

INFORMATION REQUIRED FROM BIDDERS

OSHA INFORMATION

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

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

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

List any additional information on a separate sheet and attach.

ERIE COUNTY WATER AUTHORITY

BUFFALO, NEW YORK

SUPPLY CONTRACT

AGREEMENT

**FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900009

THIS AGREEMENT IS made this _____ day of _____ in the year _____, between the ERIE COUNTY WATER AUTHORITY hereinafter called the OWNER, party of the first part, and _____, hereinafter called the SUPPLIER, party of the second part.

1. **COVENANT**

The parties to this agreement, in consideration of the mutual undertakings, promises and agreements contained herein do hereby undertake, promise and agree to bind themselves and their successors and assigns to the obligations set forth herein.

2. **CONTRACT DOCUMENTS**

The Contract Documents shall consist of: the Notice To Bidders; Instructions for Bidders; the Proposal, this Agreement; the Detailed Specifications; all Appendices, Addenda and Contract Drawings, and Insurance Certificates and bonds.

3. **MATERIALS TO BE SUPPLIED**

SUPPLIER will furnish and deliver the materials described in the Specifications. SUPPLIER must transfer a good and incontrovertible title to all materials furnished hereunder, free and clear of all liens and encumbrances of whatever name and nature. Title to the material will not pass to the Authority until delivery to the site designated by the Authority.

4. **DELIVERY DATE AND EXTENSION OF TIME**

Upon receipt of an order, SUPPLIER will deliver the materials within the time specified in the Technical Specifications. No extensions of time will be granted except in writing by the OWNER, in its sole discretion. The parties agree that time is of the essence of this contract.

5. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

SUPPLIER agrees to abide by all environmental laws and regulations in the sale and transport of the materials and agrees to hold the OWNER harmless for any liabilities arising therefrom.

6. **PAYMENT**

The OWNER agrees to pay the SUPPLIER the unit prices set forth in the Proposal for all Materials delivered.

The OWNER shall make payments as follows:

(a) On not later than the fifth day of every month, the SUPPLIER shall present to the OWNER an invoice covering the total quantities that have been supplied from the start of the contract up to and including the last day of the preceding month together with such supporting evidence as may be required by the OWNER.

(b) On not later than the 15th day of the following month after the invoice is submitted, the OWNER shall, after deducting previous payments made, pay to the Contractor 100% of the amount of the invoice.

(c) Final payment of all monies due on the contract shall be made within thirty (30) days of completion and acceptance of the contract for the materials, supplies or equipment supplied.

7. **ACCEPTANCE AND FINAL PAYMENT**

The acceptance by the SUPPLIER of the Final Payment shall be and shall operate as a release to the OWNER of all claims and of liability, to the SUPPLIER for all things done or furnished in connection with this work, and for every act and neglect of the OWNER and other relating to or arising out of this work, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the SUPPLIER from his sureties from any obligations under the contract or any warranties or bonds.

8. **WARRANTY**

Notwithstanding anything to the contrary herein contained, the SUPPLIER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect: that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of the SUPPLIER herein are independent of any other obligations.

9. **INDEMNIFICATION**

The SUPPLIER agrees that he will indemnify and save the OWNER harmless from all claims whether direct or arising from a third party claim costs disbursements and reasonable attorneys' fees growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies including commissary, incurred in the furtherance of the performance of this contract. The SUPPLIER shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein above described have been paid, discharged or waived. If the SUPPLIER fails so to do, then the OWNER may, after having served written notice on the said SUPPLIER, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the SUPPLIER'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the SUPPLIER shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence and payment be construed to impose any obligations upon the OWNER to either the SUPPLIER or his Surety. In paying any unpaid bills of the SUPPLIER, the OWNER shall be deemed the agent of the SUPPLIER, and any payment so made by the OWNER shall be considered as a payment made under the contract by the OWNER to the SUPPLIER and the OWNER shall not be liable to the SUPPLIER for any such payments made in good faith.

10. **ROYALTIES AND PATENTS**

The SUPPLIER shall pay all royalties, fees required under patent grants, and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and its officers, agents and representatives harmless from loss on account thereof.

11. **ASSIGNMENT AND SUBCONTRACTING**

No SUPPLIER shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any rights, title or interest thereunder, without the prior written consent of the Authority. Any such purported action without such consent shall be null and void.

12. **CUSTOM, USAGE AND MODIFICATION**

This agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations, oral or in writing, regardless of custom and usage in the trade, industry, etc. in this locality or elsewhere. Neither this agreement nor any term, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

It is understood and agreed by the parties hereto that no single person can act on behalf of the Erie County Water Authority as the Authority can only act pursuant to resolution properly adopted.

13. **BONDS AND INSURANCE**

The SUPPLIER agrees to obtain and keep in force and effect the insurance required by Appendix B and all bonds required by Appendix C.

14. **EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

15. **GROUND FOR RENEWAL OF CONTRACT**

If the Erie County Water Authority and SUPPLIER mutually agree to continue this Contract after the 30th day of April, 2021, it shall be extended for the term of one (1) year on the same terms and conditions provided for herein. Supplier 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.

ATTEST:

ERIE COUNTY WATER AUTHORITY

By: _____

(Title)

(Title)

ATTEST:

SUPPLIER

By: _____

(Title)

By: _____

(Title)

(Seal if bid is by a corporation)

Acknowledgment of Authority

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____, _____ before me personally came _____, to me known and known to me to be the _____ of the Erie County Water Authority, who, being by me duly sworn, did depose and say that he is the _____ of the Erie County Water Authority, the body described in and which executed the foregoing contract; that he knows the seal of said Authority; that the seal affixed to said contract was such seal; that by virtue of authority conferred upon him he subscribed his name to the foregoing contract and that he executed the same as _____ for the purposes therein mentioned.

(SEAL)

Notary Public

Acknowledgment if the Supplier is an Individual

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____, _____ before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

**TECHNICAL SPECIFICATIONS
for
FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900007

1. **WORK INCLUDED:**

The SUPPLIER shall furnish, deliver, and unload FOB Destination to the locations specified herein, one ton containers for liquid chlorine (containers used to be solely for chlorine) for use in the treatment of potable water supplies.

2. **CHARACTER OF THE LIQUID CHLORINE:**

The SUPPLIER shall supply chlorine which contains no material which might have a toxic or other effect when it is used in the treatment of potable water supplies. The chlorine shall conform to the requirements of AWWA Standard B301-18 and NSF/ANSI / 60 Drinking Water Treatment Chemicals - Health Effects except as modified herein. Materials shall comply with the requirements of the Safe Water Drinking Water Act and other federal regulations for potable water. An affidavit of compliance with the above specification is required and shall be submitted with the bid. Liquid chlorine supplied according to the standard shall not be less than 99.5 percent by volume as determine by analyzing the chlorine by method described in Section 5.3.2.1. of AWWA Standard B301-10.

3. **WATER TREATMENT PLANT LOCATIONS:**

A. **STURGEON POINT WATER TREATMENT PLANT**

722 Sturgeon Point Road
Derby, New York 14047
Phone: 716-685-8340
Fax: 716-685-8359

B. **JEROME D. VAN DE WATER WATER TREATMENT PLANT**

3750 River Road
Tonawanda, New York 14150
Phone: 716-685-8320
Fax: 716-685-8339

4. **SITE INSPECTION:**

Bidders shall be familiar with sites to determine the utilities available, the pumping requirements, the site conditions, the unloading facilities necessary, and all other items pertinent to their bid and performance of contract. If requested, the OWNER will enable bidder to visit the site he/she wishes to inspect prior to placing his/her bid.

Bidders shall contact: John Mogavero, Chemist/Chief Water Treatment Plant Operator
Erie County Water Authority
Jerome D. Van de Water Water Treatment Plant
3750 River Road
Tonawanda, New York 14150
Phone: 716-685-8323

5. **DELIVERY AND UNLOADING:**

The SUPPLIER shall by e-mail and telephone provide at least 24 hours of notification confirming a shipment to the Owner's treatment plants (locations as noted herein).

Sturgeon Point WTP: Todd Meyers, Senior Water Treatment Plant Operator
tmeyers@ecwa.org

Van de Water WTP Carl Stechenfinger, Senior Water Treatment Plant Operator
cstechenfinger@ecwa.org

The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery. The delivery operator shall be required to present valid photo identification upon request. Supplier shall deliver liquid chlorine with traceable, tamper-evident security seals. These seals shall be demonstrated intact to plant personnel prior to unloading product. Supply without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

Deliveries are to be made in truckload quantities on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the OWNER. If requested, shipments must be received within seven (7) days after the SUPPLIER is notified that a shipment is required. The Water Authority will accept changes in delivery schedules requested by the SUPPLIER provided that they do not interfere with the normal operation of the plant. The OWNER also reserves the right to make reasonable changes in delivery schedules when necessary. It shall be the responsibility of the SUPPLIER and/or his shipping agent to prevent any contamination of the liquid chlorine during the loading, delivery and unloading of the tank truck.

The chlorine containers shall conform to applicable regulations of the Interstate Commerce Commission. The containers shall be maintained and loaded in strict accordance with the latest

edition of "Container Procedure in Chlorine Packaging Plants" issued by the Chlorine Institute, Inc. The SUPPLIER will be responsible for the safe transfer of the containers to the OWNER and conform to all requirements of Part 598.4 of the New York State DEC Bulk Storage Program

The liquid chlorine will be purchased by the ton (2,000 lbs.) based on the weights shown on the Supplier's scales. The Supplier's shall be tested and sealed periodically by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the OWNER. The OWNER reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.

6. **SAFETY DATA SHEET:**

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

7. **PAYMENT:**

Payment will be based on the net weight of liquid chlorine received. The unit price shall be full and complete compensation for furnishing and delivering the liquid chlorine. Said unit price shall cover all costs of tools, labor, and materials as well as royalties for patented articles or processes used in the manufacture or production of the liquid chlorine.