

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

Contract:	Project No.: 202000001
Project Description: Watermain Materials Purchase Contract	
January 1, 2020 through December 31, 2021	

Item Description:

<input type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input checked="" type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other			

Action Requested:

<input type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input type="checkbox"/> Execution by the Chairman
<input checked="" type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other	

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Chief Operating Officer	<i>Russell Stolt</i>	Date: 9/25/19
<input checked="" type="checkbox"/> Chief Financial Officer	<i>David A. Pendergast</i>	Date: 9/25/19
<input checked="" type="checkbox"/> Director of Administration	<i>Thomas J. Lester</i>	Date: 9/25/19
<input checked="" type="checkbox"/> Sr. Distribution Engineer	<i>Thomas F. Koushik</i>	Date: 9-25-19

APPROVED AS TO FORM:

<input checked="" type="checkbox"/> Legal	<i>Margaret Murphy</i>	Date: 9/25/19
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APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<i>J. E. M.</i>	Date: 9/25/19
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Remarks: Unit price contract.

Resolution Date:	Item No:
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ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

September 25, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Senior Distribution Engineer

Subject: Watermain Materials Purchase Contracts
January 1, 2020 to December 31, 2021
ECWA Project No. 202000001

A handwritten signature in blue ink, appearing to be "LFK", is written over the "From:" line and extends slightly into the "Subject:" line.

On Tuesday, August 20, 2019, the Authority received bids for the above referenced contracts. Prior to the bid opening, the Bid Notice was publicly advertised for 64 calendar days and the Authority received responses from six (6) bidders.

After reviewing the bids, the Engineering Department consulted with General Counsel Margaret A. Murphy and Associate Attorney Katherine A. Gillette of the Legal Department regarding these bid submissions.

Pursuant to Public Authorities Law § 1069, ECWA has the authority to reject all bids if it is in the Authority's best interests. Article 22 of the Instructions to Bidders also states the Authority has the right to reject any or all bids, as well as to re-bid the contract if the Authority deems such action to be in the public interest. The power to reject all bids, as set forth in Public Authorities Law § 1069, is like the power given municipal corporations pursuant to General Municipal Law § 103.

Both the Legal and Engineering Departments recommend the Board rejects all the bids submitted on August 20, 2019 and authorize the advertisement for new bids.

The following documents are attached:

- Blue Authorization Form.
- One copy of Procurement Instructions to Bidders.

LFK:jmf

cc: R.Stoll

K.Prendergast

L.Lester

M.Murphy

PUWA-928-2001-I-186

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

WATERMAIN MATERIALS PURCHASE CONTRACT
JANUARY 1, 2018 TO DECEMBER 31, 2019
PROJECT NO: 201800001

SECTION 00200P

PROCUREMENT INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Procurement Instructions to Bidders will have the meanings indicated in the Procurement General Conditions and Procurement Supplementary Conditions. Additional terms used in these Procurement Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.02 Additional terms used in these Procurement Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- A. Bidder: The individual or entity who submits a Bid directly to OWNER.
 - B. Issuing Office: The office from which the Procurement Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder: The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. Also known as CONTRACTOR.
 - D. ENGINEER: As defined in the Procurement Agreement, Section 00500P, under Article 2.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND SCOPE OF WORK

- 3.01 Materials to be furnished under this Contract, hereinafter referred to as "Goods", are to be used and shall be suitable for use in a potable water system and are to be used in the Erie County Water Authority service area.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.01 Refer to Notice to Bidders for information on examination and procurement of Procurement Bidding Documents.
- 4.02 The Issuing Office is the Cashier Office of the Erie County Water Authority, 295 Main Street, Room 350, Buffalo, New York 14203.
- 4.03 Complete sets of Procurement Bidding Documents must be used in preparing Bids; neither OWNER, nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.

- 4.04 OWNER and ENGINEER in making copies of Procurement Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly furnish the Goods within the time allowed. Bids received from Bidders who have previously failed to furnish the Goods within the time required, or who have previously furnished similar Goods in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant and equipment to furnish the Goods at the time prescribed and thereafter to prosecute and complete furnishing the Goods at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of furnishing the Goods.
- 5.02 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.
- 5.03 To demonstrate qualifications to furnish the Goods, each Bidder must be prepared to submit within five days of OWNER'S request, written information such as financial data and previous experience.

ARTICLE 6 - EXAMINATION OF PROCUREMENT BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

6.01 Subsurface and Physical Conditions

A. The Procurement Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by ENGINEER in preparation of the Procurement Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site that have been utilized by ENGINEER in preparation of the Procurement Bidding Documents.

B. Copies of the reports and drawings referenced in the Procurement Supplementary Conditions will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the Procurement General Conditions has been identified and established in paragraph

SC-4.02 of the Procurement Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

- A. Information and data shown or indicated in the Procurement Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

6.03 Hazardous Environmental Condition

- A. OWNER has no actual knowledge of a hazardous environmental condition at the Site.

6.04 Provisions concerning responsibilities for the adequacy of data, if any, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Procurement Bidding Documents due to differing or unforeseen conditions appear in paragraphs 4.02, 4.03 and 4.04 of the Procurement General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Bidding Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of Work appear in paragraph 4.06 of the Procurement General Conditions.

6.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies.

6.06 On request, OWNER will conduct a Site visit during OWNER'S normal business hours.

6.07 Reference is made to the Procurement Supplementary Conditions for identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, and if available, OWNER will provide to Bidder, for examination, access to or copies of the contract documents for such other work.

6.08 It is the responsibility of Bidder, before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of furnishing the Goods;

- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of furnishing the Goods;
 - D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and to carefully study all reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions;
 - E. Obtain and carefully study (or assume responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress of furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures expressly required by the Procurement Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the furnishing the Goods at the price bid and within the times and in accordance with the other terms and conditions of the Procurement Bidding Documents;
 - G. Become aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Procurement Bidding Documents, and all additional examinations, investigations, explorations, test, studies and data with the Procurement Bidding Documents;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of furnishing the Goods.
- 6.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Procurement Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of

construction that may be shown or indicated or expressly required by the Procurement Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Procurement Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 - PRE-BID CONFERENCE

- 7.01 A pre-bid conference will be held if so indicated in the Notice to Bidders, and will be as follows. Representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate at the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions raised at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 8 - SITE AND OTHER AREAS

- 8.01 The Site is identified in the Procurement Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 9 - INTERPRETATIONS AND ADDENDA

- 9.01 All questions about the meaning or intent of the Procurement Bidding Documents shall be submitted to ENGINEER in writing. In order to receive consideration, questions must be received by ENGINEER at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by ENGINEER in response to such questions will be issued by Addenda, mailed either by Registered or Certified mail, with return receipt requested, to all parties recorded by ENGINEER as having received the Procurement Bidding Documents, for receipt not later than three (3) days prior to the date 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 Procurement Bid Documents. Only questions answered by Addenda will be binding. The OWNER will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the OWNER before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.

- 9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER or ENGINEER. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 9.01.

ARTICLE 10 - BID SECURITY

- 10.01 A Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent of Bidder's maximum Bid price and in the form of certified check or Bid Bond.
- 10.02 Bid Bond shall be on the form bound in the Procurement Manual. Bid Bond shall be issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the Procurement General Conditions. The Bid Bond must contain original signatures in ink. Pencil, stamped, thermal faxed, Xeroxed, or any other copies of the signature shall be grounds for voiding the Bid.
- 10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.
- 10.04 The Bid security of the three lowest bidders may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom OWNER believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

ARTICLE 11 - CONTRACT TIMES

- 11.01 The number of days within which furnishing the Goods is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

- 12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a

substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the Procurement General Conditions which may be supplemented in the General Requirements.

- 13.02 Refer to Section 01630P of the General Requirements for the period of time after the Effective Date of the Agreement during which the ENGINEER will accept applications for substitute or "or-equal" items of material or equipment.

ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 14.01 If the Procurement Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, other individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- 14.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the Procurement General Conditions.
- 14.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 15 - PREPARATION OF BID

- 15.01 A Bid must be made on the Bid form bound in the Procurement Manual. The Bid form shall not be separated from the Procurement Manual nor shall it be altered in any way.
- 15.02 All blanks in the Bid Form shall be completed by printing in black ink or by typewriter. A Bid price shall be indicated in both words and numbers for each Bid item listed therein or the

words "No Bid", or "Not Applicable" entered. 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.

15.03 A Bid shall be executed as stated below.

- A. A Bid by an individual shall show the Bidder's name and official address.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.
- D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
- E. A Bid by a limited liability company shall be executed in the name of the firm and signed by a member accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- F. All names shall be typed or printed in black ink below the signature.
- G. Evidence of authority to conduct business as an out-of-state corporation in the state where furnishing the Goods is to be performed shall be provided, if applicable.

15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.

15.05 The address and telephone number for communications regarding the Bid shall be shown.

15.06 In addition to the Bid Form, the following listed documents, which are bound in the Procurement Manual in Section 00430P - Procurement Bid Form Supplements shall be submitted with the Bid. Each document shall be executed in the manner described in paragraph 15.03 unless another manner is indicated.

- A. Bid Security Form.
- B. Section 2875 of the Public Authorities Law.

- C. Section 2876 of the Public Authorities Law.
- D. Section 2878 of the Public Authorities Law, Non-collusive Bidding Certification.
- E. State Finance Law Requirements.
- F. Section 139-L of the State Finance Law, Statement relating to Sexual Harassment Policy.
- G. Bidder's Qualification Statement, including Attachments A, B, C and D and Bidder's "Experience in The Installation of Tapping Sleeves & Valves on Prestressed Concrete Cylinder Pipe", if applicable.
- H. All Addenda.

ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

16.01 Lump Sum and Unit Price

- A. Bidder shall submit its Bid on the basis of each lump sum item and unit price item as set forth in the Procurement Bid Form. For each unit price item on the bid form, Bidder shall enter the unit price bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item. Bidder shall compute and enter in the space provided on the Procurement Bid Form, the total of all lump sum items and the total of the products of quantity and unit price Bid for each unit price item.
- B. For determination of the apparent low Bidder, Bids will be evaluated on the basis of the total of all lump sum items and the total of the products of the estimated quantity of each item and unit price Bid for that item.
- C. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the proposal to be used solely for the purpose of comparison of bids.

16.02 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 17 - SUBMITTAL OF BID

17.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders. The entire Procurement Manual must be submitted with all proper forms completed and signed as required.

- 17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) the name and address of the Bidder and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.
- 17.03 All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie county Water Authority shall follow the procedure as defined in Section 00100P, Notice To Bidders.

ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

18.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

18.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in paragraph 18.01.A and submit a new Bid.

18.03 No Bids may be withdrawn after the time set for the Bid Opening.

ARTICLE 19 - OPENING OF BIDS

- 19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.
- 19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 19.03 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.

ARTICLE 20 - DISQUALIFICATION OF BIDDERS

- 20.01 More than one Bid for the same Goods from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 21.01 All Bids shall remain subject to acceptance for forty five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.
- 21.02 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, Bidders shall, when requested, provide to ENGINEER a written extension of time for OWNER to award the contract. Bidders shall also provide, to ENGINEER, written Consent of Surety for extension of the bid bond.
- 21.03 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, and the lowest qualified bidder does not grant an extension of time for the OWNER to award the contract, the OWNER reserves the right to award to the second lowest qualified bidder.

ARTICLE 22 - AWARD OF CONTRACT

- 22.01 OWNER reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive or conditional Bids. Bids 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 Bid Form, bids containing escalation clauses or irregularities of any kind. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive any informality not involving price, time or changes in furnishing the Goods, 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 omission.
- 22.02 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid security. In the event that OWNER requires more than 45 calendar days after the actual Bid opening date to award the contract, Bidders shall provide to ENGINEER written Consent of Surety of the Bid Bond.
- 22.03 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 22.04 In evaluating Bidders, OWNER will consider their qualifications whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Procurement Bid Form or prior to the Notice of Award.
- 22.05 OWNER may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of furnishing the Goods for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Procurement Supplementary Conditions.

- 22.06 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to furnish the Goods in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.
- 22.07 OWNER reserves the right to accept any Bid deemed to be in its best interests even though the Bid chosen may result in the award of the Contract to a Bidder whose Bid is not, on a mathematical basis alone, the low Bid.
- 22.08 The OWNER may elect not to award a contract at this time due to budgetary or other considerations. OWNER reserves the right to reject any or all proposals and to re-bid the contract if the OWNER deems it in the public interest to do so.
- 22.09 Contracts shall be awarded only pursuant to resolution.
- 22.10 OWNER reserves the right to reject any bids from Bidders who are in arrears to, or in litigation with, the Erie County Water Authority or the County of Erie upon any debt or contract, or in default as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

ARTICLE 23 - CONTRACT SECURITIES

- 23.01 Performance Bond shall be in the form of Engineers Joint Contract Documents Committee (EJCDC) "Construction Performance Bond", 1910-28-A. The amounts of and other requirements for Performance Bond are stated in paragraph 5.01 of the Procurement General Conditions. The requirements for delivery of Bonds are stated in paragraph 2.01 of the Procurement General Conditions. Additional requirements may be stated in the Procurement Supplementary Conditions.
- 23.02 Successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for OWNER'S review and approval, the Performance Bond CONTRACTOR proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 – CONTRACTOR'S INSURANCE

- 24.01 The requirements for CONTRACTOR'S insurance and the delivery of the insurance certificate are stated in Article 5 of the General Conditions and in the Supplementary Conditions.

ARTICLE 25 - SIGNING OF AGREEMENT

- 25.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within five days

thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER.

ARTICLE 26 - NOTICE TO PROCEED

26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the Procurement General Conditions.

ARTICLE 27 - PARTNERING (NOT USED)

ARTICLE 28 - SALES AND USE TAXES

28.01 Refer to Procurement Supplementary Conditions paragraph SC-6.10 for information on OWNER'S exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

ARTICLE 29 - ADDITIONAL REQUIREMENTS

29.01 Refer to Supplementary Conditions Paragraph SC-18.03 for information on OWNER'S Women and Minority Business Enterprise requirements.

29.02 (NOT USED)

29.03 Refer to Procurement Supplementary Conditions Paragraph SC-18.07 for information on OWNER'S Purchases by Other Local Governments requirements.

29.04 Equipment and Materials Brochures:

- A. Bids shall be accompanied by certain manufacturer's brochures that clearly describe the various types of equipment or materials listed in the bid.
- B. Bids not accompanied by the required equipment and material brochures may be rejected.
- C. Four copies are to be provided with the bid and shall be sealed within the Bidder's sealed opaque envelope as described more fully in Article 17 herein.

29.05 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 will 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 if it were a separate contract.

29.06 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.

- 29.07 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.
- 29.08 Bidder shall identify the manufacturer and model number in the Procurement Bid Form for all items for which a bid is submitted. Bidders shall take note that it is mandatory to provide all information requested for all Goods included under the Bid Item for which a bid is submitted.
- 29.09 Bid submitted shall be based on the manufacturers specified. Consideration of substitutes, if proposed, shall be per Article 13 of the Procurement Instruction to Bidders and other applicable sections of the Procurement Manual.

END OF SECTION