



Office of Financial Services
Purchasing Department

PO. Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

Contract No. 7357
Miscellaneous Minor Construction and/or
Repairs At Various Structures In Suffolk County
For The Period August 1, 2016 To July 31, 2017
(With Option To Extend)

STATEMENT OF NO BID

PLEASE RETURN THIS FORM ONLY IF YOU ARE SUBMITTING A "NO BID"

It is the intent of the Suffolk County Water Authority to afford all suppliers an equal opportunity to bid on all commodities, operating supplies, equipment and/or services as listed in this specification.

In the event your firm declines to bid, kindly advise the Suffolk County Water Authority Purchasing Department to that effect by completing and returning this document.

We, the undersigned have declined to bid on your Request for Quotation/Proposal

Contract No. 7357 OR RFP No. _____

For: Miscellaneous Minor Construction and/or Repairs at Various Structures in Suffolk County

REASON FOR NOT BIDDING:

- We do not offer this product/service.
- We are unable to supply the product/service at this time.
- We are unable to meet the specifications.
- We are unable to meet the bond requirements.
- We are unable to meet Insurance requirements.

Other _____

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Suffolk County Water Authority.

Company Name: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Completed By: _____

PRINT NAME

Signature: _____

SUFFOLK COUNTY

SUFFOLK COUNTY WATER AUTHORITY

NEW YORK

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: That sealed proposal for Miscellaneous Minor Construction and/or Repairs at Various Suffolk County Water Authority Structures in Suffolk County, New York for the period August 1, 2016 To July 31, 2017, (With Option To Extend) will be received by the Purchasing Director of the Suffolk County Water Authority at 3525 Sunrise Highway, Great River, New York 11739, no later than 11:00 a.m., prevailing time, on June 20, 2016, at which time and place they will be publicly opened and read aloud.

Invitation to Bid (ITB) documents are available for you to download by login in to the following websites www.scwa.com; www.empirestatebidsystem.com; or www.nyscr.ny.gov. Questions and answers will also be posted on the public websites noted above.

Details relating to the proposed work are also on file and publicly exhibited at the Office of the **Purchasing Department, of the Suffolk County Water Authority, 3525 Sunrise Highway, Great River, New York 11739** where copies of said documents may be obtained upon application. **Facsimiles or emails of unsealed proposals will not be accepted under any circumstances.**

Minority and Women Owned Businesses are encouraged to bid.

By order of the
Suffolk County Water Authority

A handwritten signature in black ink, appearing to read "Jeffrey W. Szabo", with a long horizontal flourish extending to the right.

Jeffrey W. Szabo, Chief Executive Officer

Contract No. 7357
May 27, 2016

INSTRUCTIONS TO BIDDERS

SUFFOLK COUNTY WATER AUTHORITY SUNRISE HIGHWAY AT POND ROAD, OAKDALE, NEW YORK

On the following pages will be found Detailed Specifications, and Bidder's Proposal, covering the proposed project described on the Title Page of these Specifications. The Notice to Bidders, Instructions to Bidders, Details Specifications, and Bidder's Proposal attached hereto shall form the complete Contract Document. Purchase orders will be prepared and issued as required from time to time for required work, subject to terms and conditions provided for herein or as otherwise required.

Interested bidders are invited to submit in writing or via e-mail, any questions on this contract to Mr. Marlon Torres, Purchasing Director, SCWA, 3525 Sunrise Highway, Great River, Long Island, NY 11739, fax 631-589-5268 or email marlon.torres@scwa.com. Questions and answers pertaining to this proposal may be viewed at scwa.com by clicking on Contracts/Bid Notices. **Contractors must be registered and must log in to access Contract Documents, questions, answers and addenda.** It shall be bidder's responsibility to regularly check www.scwa.com; www.empirestatebidssystem.com; and www.nyscr.ny.gov for updated questions and answers, or addenda. In addition, you may access all documents issued for this solicitation by login into the websites noted above. Questions must be received no later than 72 hours prior to the bid date.

"The SCWA requires that all bidders or their subcontractors (if a subcontractor will be performing work on the project) have a current and valid license issued by the County of Suffolk or other appropriate governmental authority for the type of work required under contract prior to the date the bids are due or the commencement of the work under the contract. In the event the requisite license is not obtained within 60 days of the award of the contract, the SCWA reserves the right to cancel the contract and award to another bidder or rebid the contract. The license number must be submitted with the bid if then in the bidder's possession or prior to the commencement of the work if it is obtained after the bid date."

Bid proposals shall be delivered overnight or hand delivered to the Purchasing Director at the above address. The Suffolk County Water Authority assumes no responsibility for bid proposals not received by the Purchasing Director by 11:00 a.m., prevailing time, on June 20, 2016. Facsimiles or emails of unsealed proposals will not be accepted under any circumstances.

All bids and bid security must be placed in an envelope, sealed and marked "**Contract No. 7357 - Miscellaneous Minor Construction and/or Repairs At Various Structures In Suffolk County**", bid due date, and addressed to the Purchasing Director, Suffolk County Water Authority, 3525 Sunrise Highway, Great River, New York 11739.

All quantities stipulated in the Contract and Specifications are approximate only, given to form a basis for comparing bids. In order to be considered, proposals are to be filled out on the "Bidder's Proposal."

REFERENCE IS ALSO MADE TO THE BIDDER'S PREQUALIFICATION STATEMENT WITH THE BIDDER'S PROPOSAL. ANY BIDDER'S PROPOSAL RECEIVED WITHOUT A COMPLETED PREQUALIFICATION STATEMENT MAY NOT BE CONSIDERED IN THE BIDDING PROCESS.

Each proposal must be accompanied by a cashier's check or bid bond made payable to the Suffolk County Water Authority which amount will be 5% of the total amount of bid.

If the person, persons or corporation to whom the contract shall be awarded shall fail to enter into such contract within forty-five (45) days of the date indicated in the agreement or shall fail to provide the security required for the faithful performance thereof, then the aforesaid deposit may be forfeited to the authority as liquidated damages and the authority shall collect the same for its benefit.

For information with reference to the work and its location, prospective bidders are referred to the General Services Department of the Suffolk County Water Authority, located at 4040 Sunrise Highway, Oakdale, New York

Before awarding the Contract, the Authority may require any bidder to show that he has the necessary facilities, equipment, experience, ability, and financial resources to perform the work in an expeditious and satisfactory manner. All plumbing work to be completed by a licensed plumber. All electrical work to be completed by a licensed electrician.

Prior to execution of the contract, the successful bidder shall be required to furnish, at his expense, a Performance Bond, in such form as prescribed by the Authority, in the Amount of Five Percent (5%) of the total bid price, or, in lieu of such Performance Bond, a Cashier's Check, or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), satisfactory to Suffolk County Water Authority together with an Indemnification Agreement in such form as prescribed by the Authority

If contract is extended for an additional year, the contractor is responsible to renew the performance bond for the new term and to provide proof of the renewal to the Purchasing Dept. of the Suffolk County Water Authority within 30 days of extension notification.

The Contractor shall defend indemnify and save harmless the Owner, to the extent permitted by law, the Suffolk County Water Authority, its officers, agents, servants and employees against and from all suits, losses, demands, payments, actions recoveries, judgements and costs of every kind and description and from all damages to which the Owner or any of its officers, agents, servants and employees may be subjected by reason of injury to person or property of others resulting from the performance of the contract, or through any improper or defective machinery, implements or appliances used by the bidder in the performance of the contract, or through any act of omission on the part of the bidder or his agents, employees or servants and Contractor understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, the Suffolk County Water Authority, its officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the contract.

The Suffolk County Water Authority, as a public-benefit corporation, is exempt from Federal Excise Tax and New York State Sales Tax. The Bidder shall not include any Federal Excise Tax or New York State Sales Tax in this proposal.

Calculation errors will be resolved in favor of unit prices whenever possible. The Suffolk County Water Authority will adjust total bid amounts accordingly.

The Authority reserves the right to consider bids for **seventy five (75) days** after the date of receiving bids, waive any informalities or to reject any or all bids submitted and to award to contract to that bidder whose bid, in the opinion of the Authority will be the most advantageous to the Authority.

The Authority reserves the right to enter into negotiations with the low bidder to ensure that the Authority is receiving the "Best & Final" offer.

The Water Authority also reserves the right to award the bid relating hereto by items in accordance with unit prices, or as a whole at the aggregate price, or in its discretion reject bids or parts of bids in accordance with **Section 1088 of the Public Authorities Law**.

After the Contract is awarded by the Members of the Authority, all proposal guarantees accompanying the various bids, with the exception of the one accompanying the successful bid, will be returned within a five-day period.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Authority.

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A -" or better or as otherwise deemed acceptable by the Authority.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Authority. "Accord" or other blank certificates may not be acceptable. The Authority may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Authority. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc.". Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraph B to follow, shall be provided to insure this agreement.

The interest of the Suffolk County Water Authority, **as additional insured for ongoing operations, as well as, products/completed operations**, with no responsibility for payment of premium shall be added to all policies, other than Workers' Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Authority with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the term of the Contract, as follows:

- A. Automobile Liability: (If material is to be delivered by contractor owned vehicle. Not required if material is delivered by common carrier)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: 1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

- B. General Liability:

Form: Commercial General Liability in a form providing coverage not less than that of a standard Occurrence Commercial General Liability policy form including separate limits for Personal Injury, and Products/Completed Operations*. Coverage to include Contractual Liability without a third party action over exclusion.

ISO endorsement 20100704 or substantial equivalent as respects to ongoing operations, as well as, and ISO endorsement 20370704 or substantial equivalent as respects to products/completed operations must be added to policy.

General Liability insurance shall not contain restrictions that prohibit or limit coverage in the event that an OCP policy affords primary coverage.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

- C. Excess Liability:

Limits: \$2,000,000 on a form, which follows the underlying coverage

*Products & Complete Operations to be maintained for a period of 2 years after the completion of the project.

D. Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

E. Owners and Contractors Protective Liability**:

Form: Owners and Contractors Protective Liability Insurance in the name of "Suffolk County Water Authority" for its own account and as trustee for the (named) Contractor**, as interest may appear. The original policy must be delivered to the Authority.

Any endorsements excluding coverage for injured employees or workers of the contractor(s), also known as "3rd Party Action Over Exclusions", shall be removed from the policy.

Limits: \$1,000,000 each occurrence/\$2,000,000 aggregate

** The "Designated Contractor" listed on the policy must state the (named) Contractor and any Subcontractors used in the performance of this contract.

If a subcontractor is not listed on the policy as a "Designated Contractor", then any subcontractor, agent, or assign, performing any activity pursuant to this Contract involving a difference between the elevation of the required work and another level (either higher or lower) or if the activity involves working with material(s) at a different level (either higher or lower) with a physically significant elevation differential between the levels must maintain an Owners and Contractors Protective Liability policy with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate.

*The following insurance coverage's may be required on an as needed basis.

If the scope of the work under this contract calls for the installation of a major component of a building, i.e. the replacement of an HVAC system in a building, additional insurance in the form of either a Fire Policy or an Installation Coverage Policy or Floater will be required before work may begin.

F. Builder's Risk/Fire Policy or Installation Coverage Floater:

The successful Bidder will also be required to furnish and maintain, at his/her expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of "Suffolk County Water Authority" for its own account and as trustee for the (named) contractor as interest may appear, with a limit in the amount of the value of equipment and installation with the deductible not to exceed ten thousand (\$10,000) dollars.

OR

Installation Coverage Floater in the amount of the value of equipment and installation with a deductible not to exceed ten thousand (\$10,000) dollars. Suffolk County Water Authority to be a named insured: Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this Contract is completed. At that time, and when final payment is made, it will be returned to the contractor.

The Authority will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the contract.

Subcontractors shall adhere to all of the above paragraphs.

Contractor and all Subcontractors shall comply with all Federal and State laws and regulations regarding payment of prevailing wage rates to all employees and shall hold the Suffolk County Water Authority harmless from all civil and criminal penalties imposed as a result of said Contractor's or Subcontractor's noncompliance with such requirements. There shall be paid to each employee engaged in work on this project, in the trade or occupation listed on pages attached hereto, not less than the wage rate, including supplements for welfare, pension, vacation and other benefits, set opposite the same. Provisions relating to Article 8, Section 220 of the Labor Law, are included herewith.

There shall be paid to each employee engaged in work in this project, in the trade or occupation listed on pages attached hereto, not less than the wage rate, including supplements for welfare, pension and other benefits, set opposite the same. Provisions relating to Article 8, Sections 220 & 222 of the New York State Labor Laws, are included herewith.

Copies of the New York State Labor Law are attached to your contract documents. The law requires you to keep detailed payroll records for each person employed on public work including name, address, telephone number, Social Security number, occupational classification in which worked, hourly wage rate paid, supplements provided, daily and weekly number of hours worked in each classification, deductions made, and actual wages paid.

Further, the law requires that "Every contractor and subcontractor submit to the Department of Jurisdiction (SCWA) a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury."

Certified payroll records are to be submitted with every invoice as a requirement for payment. Certified payroll records should reference their corresponding invoice number and contract number.

Please submit all certified payrolls for this contract utilizing the attached forms as designated by the New York State Department of Labor.

"Contractor represents that it will comply with all applicable requirements of the Occupational Safety and Health Act of 1970, Public Law 91-596, and will hold the Authority harmless from any civil or criminal penalties imposed as a result of said Contractor's noncompliance with such requirements."

The Suffolk County Water Authority conforms to the requirements of the New York State Public Health "Right to Know" Law (Article 28, Part 820) and the Occupational Safety and Health Administration's (OSHA) "Hazardous Communication Standard." The Contractor will be required to comply with all phases of OSHA Law requiring information interchange (as outlined in the Detailed Specifications) prior to doing any work for the Authority. "Notification to Proceed" work will not be issued until all information interchanges have been completed. No payment will be made for work done prior to issuance of "Notification to Proceed."

This certification must be completed on each weekly payroll form used by the contractor or subcontractor

Date _____

_____, _____, do hereby state: (1) That I pay or supervise the payment of the persons employed by _____, _____, that during the payroll period commencing on the _____ day of _____ 20____, and ending the _____

(Name of signatory party)

(Title)

day of _____ 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person

(Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) **Where fringe benefits are paid in cash:** Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) **Where fringe benefits are paid to approved plans, funds, or programs:** In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits							Total / Hr. Benefits	Total benefits	
			Medical	Dental	Annuity	Pension	Life Insurance	Other	Other			Other
Signature												

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law



Put us to work for you

STATE OF NEW YORK
DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK

CASE ID #

PCR #
OFFICIAL USE

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, _____, am an officer with the title
NAME OF OFFICER

of _____ in the firm of _____ and am
authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by _____
_____ on the _____
project. During the payroll period commencing on the _____ day of _____ 20____ and
ending the _____ day of _____ 20____, all laborers, workers and mechanics employed on said
project were paid the wages and supplements recorded as earned on the attached payroll records. No deductions have been
made either directly or indirectly from the wages and supplements other than deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and complete. The number of hours
shown for each employee reflects the actual hours worked by that employee. The classification shown for each employee is
accurate and conforms with the work he or she performed.

Signed _____
Title of Officer _____
Name of Firm _____
Address _____

Sworn to before me this
_____ day of _____ 20____

NOTARY PUBLIC OR OFFICIAL AUTHORIZED
TO ADMINISTER OATHS

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF
THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.**

The BIDDER'S attention is called to Section 2875 of the Public Authorities Law, which section provides for the cancellation of a contract by a public authority; and also to Section 2876, which section provides for the disqualification of certain bidders from selling or submitting bids to, or receiving awards or contracts from, a public authority.

Section 2875 provides as follows:

"upon the refusal by a person, 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 any public department, agency or official of the state or of 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 (first day of July 1959), by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled 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."

Section 2876 is quoted as to its first paragraph:

"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-eight hundred seventy-seven of the Public Authorities Law."

CONTACT INFORMATION

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Authority and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Authority member, employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Authority (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the SCWA's Purchasing Director, Marlon Torres, 631-563-0334 or at marlon.torres@scwa.com. The Authority may schedule a conference with the vendor(s) prior to any award. Authority personnel are required to obtain certain information if contacted during the Restricted Period. Upon the basis of this information, the Authority will make a determination of the responsibility of the Bidder who made the contact pursuant to statutory provisions. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period by a Bidder, a Bidder will be debarred from obtaining Authority or other governmental Procurement Contracts. Further information about these requirements can be found in the Authority's Guideline Regarding Contacts During an Authority Procurement at www.scwa.com.

The SCWA reserves the right to disqualify any bidder which makes unauthorized contacts to SCWA.

Bidders are required to complete the attached forms titled "Form Of Offerer Disclosure Of Prior Non-Responsibility Determination" and "Affirmation Of Understanding And Compliance" and return the completed forms with your proposal.

CONTRACT ADMINISTRATION

EVALUATION AND DOCUMENTATION OF VENDOR PERFORMANCE

(a) Criteria. Performance evaluation shall conform to the requirements of the contract, including, but not limited to, quality and timeliness of performance, and fiscal administration and accountability. The Authority has identified specific objectives and evaluation criteria to be included as part of the contract. In addition, where practicable, the Authority has developed both qualitative and quantitative performance indicators, including outcome criteria.

(b) Frequency. The Authority shall monitor the vendor's performance against such standards and indicators on an ongoing basis and sufficiently far in advance of the end of the contract term to determine whether an existing contract should be extended, renewed, terminated, or allowed to lapse. A performance evaluation shall be done no less than once annually except for procurements below the small purchase limits. An evaluation report shall be prepared only in cases of deficient performance for small purchases. Notification to the vendor of deficient performance shall be made as soon as practicable, and shall not await the annual evaluation. The Authority's Purchasing Director shall establish procedures to ensure systematic evaluation of vendor performance.

(c) Report and Vendor Response. The evaluation and supporting documentation shall be incorporated in the report. A copy of the evaluation report shall be sent promptly to the vendor. Within fifteen days of receipt of a copy of the evaluation report (or any notification of deficient performance), the vendor shall respond in writing to the Authority's Purchasing Director. Such response shall include a corrective action plan identifying with specificity the steps the vendor intends to take to remedy any deficiencies identified by the Authority. Failure to respond within the specified time shall constitute the vendor's agreement with the contents of the report, but will not release the vendor from its obligations under this section. The Purchasing Director shall file the evaluation report within the vendor / contractor folder for storage and retrieval.

(d) Contract Termination. Nothing in this section shall affect the Authority's right to terminate a contract for deficient performance or otherwise, in accordance with the terms of the contract.

DETAILED SPECIFICATIONS

Contract No. 7357
Miscellaneous Minor Construction
and/or Repairs at Various Structures In Suffolk County
For The Period August 1, 2016 To July 31, 2017
(With Option To Extend)

I WORK TO BE DONE

The work covered by these Specifications shall include all materials, supervision, labor, trucks, tools, equipment and any other item of expense necessary to perform and complete required miscellaneous small scale construction and/or repairs and maintenance for Authority buildings and other related structures at various Authority-owned sites during the period of this Contract, all in accordance with the Specifications or as otherwise required.

A separate Purchase Order with supplemental details and a drawing if required, subject to the terms and conditions of the Contract, will be issued to the Contractor for each specific job or group of jobs stipulating quantities and unit prices for all items of the work to be performed.

It is to be understood by the Contractor that the miscellaneous construction and/or repair work will be done on the premises at various sites now owned by the Authority, or to be acquired in the future. It should also be understood by the contractor that there may be occasions when he/she will be asked to perform certain work outside of regular business hours (evenings, weekends, etc.). A separate hourly rate is requested for this work in the Bidder's Proposal section of this contract.

The Suffolk County Water Authority is not able to determine, in advance, the total amount of work to be done during the life of this Contract, as such quantities are largely dependent on the need for repairs as they arise. The Authority makes no representation or guarantee that the quantities of work set forth herein for bid computation purposes are either maximum or minimum amounts of work to be performed under the terms of this contract.

Payment for work done will be made in accordance with the provisions hereinafter stipulated.

II CONTRACT PERIOD

This Contract will cover the period August 1, 2016 to July 31, 2017 with option to extend.

III OPTION TO EXTEND CONTRACT

This Contract may be extended for a period of up to two (2) years, in one (1) year increments, at the same prices, if agreed upon in writing by both parties within sixty (60) days of the expiration of this Contract.

IV OWNER'S OPTION TO CANCEL CONTRACT

The Suffolk County Water Authority reserves the right to terminate the contract after giving the Contractor and his surety seven days written notice if the Authority feels the Contractor has not (1) completed his work in an expeditious manner, (2) proceeded with his work in a safe manner, (3) prosecuted his work with regard for the Authority's obligation to continue furnishing an adequate supply of uncontaminated water at all times, or (4) abided by any of the terms and conditions of the contract.

V EXTRA WORK

Any extra work required in addition to that shown on the Plans attached with each individual order or covered by these Specifications or the unit prices bid shall be done at a price agreed to by the Owner and Contractor but not to exceed actual cost plus fifteen (15%) percent for Contractor's overhead and profit. All extra work must be authorized in writing by the Facilities Manager.

VI SURVEY, PERMITS AND REGULATIONS

For security measures, an "Identification Request Form" must be completed by the Contractor. Contact the Facilities Management Department Located at 4040 Sunrise Hwy Oakdale, NY 11769, where a temporary identification card may be obtained.

The Contractor shall obtain and pay for all permits of a temporary nature necessary to conduct the work and complete this Contract. All work shall be performed in strict accordance with the regulations and requirements of the various State, City, Town, Village, County, Highway, etc., departments having jurisdiction thereof in the vicinity of or on the premises.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and as specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Owner in writing. Any necessary or proposed changes to the work shall be approved by the Owner in advance regardless of the reason. Any necessary changes will be made as provided for in the Contract.

The Suffolk County Water Authority conforms to the requirements of the New York State Public Health "Right to Know" Law (Article 28, Part 820) and the Occupational Safety and Health Administration's (OSHA) "Hazardous Communication Standard". The New York State Department of Labor is given the responsibility of implementing and enforcing those provisions of the law under its jurisdiction. The "Right To Know" Law requires all employers to make information available to employees regarding the nature and hazards of toxic substances found in the work place.

Pertinent specific provisions of the law are summarized below:

1. Notification and Information –
 - a) Employers must post a sign in the work place to inform employees that they have a right to information from their employers concerning the hazards of toxic substances (Article 28, Para. 876.1 of the Labor Law).
 - b) Employers are required to make information concerning the effects of toxic substances available, in writing, to each employee who may be exposed to these substances (Article 28, Para. 876.2 of the Labor Law).
 - c) Employers are directed to obtain this information from the manufacturer, the Department of Health, the Environmental Protection Agency, or the National Institute for Occupational Safety and Health (Article 28, Para. 876.4 of the Labor Law). Manufacturers MUST provide upon request, all pertinent health hazard information concerning the toxic substances they produce (Article 28, Para. 876.4 of the Labor Law).

- d) Employers shall make any new information received from any of the above sources available to employees (Article 28, Para. 876.5 of the Labor Law). Similarly, the employer shall make any information leaflets, prepared by the Department of Health, available to employees (Article 28, Para. 876.6 of the Labor Law).
- e) If an employee, or his representative, requests information, preferably in writing, concerning the health hazards of toxic substances found in the work place, the employer MUST provide this information, in writing, within three working days of that request (Article 28, Para. 876.7 of the Labor Law).

2. OSHA mandates that outside Contractors hired by the Authority are required to comply with the Authority's implementation program. As such, Contractors are required to comply with the Authority's "Outside Contractors Pre-Job Chemical Hazard Checklist", which form must be completed prior to doing any work for the Authority. Included thereon is the requirement of the Contractor to advise the Authority of any hazardous materials which the Contractor will bring onto the job site and present a danger to Authority personnel. Likewise, the Law requires that the Authority also make the Contractor aware (via Material Safety Data Sheet [MSDS] exchanges) of any hazardous chemicals that are stored at any facility where the Contractor may be working.

Before any work may commence, a person representing the Authority and a person representing the Contractor are to be appointed for the purpose of overseeing the proper exchange of information (MSDS) regarding toxic chemicals, potential hazards, safe procedures, and protective equipment, etc. "Notification to Proceed" work will not be issued until all information interchanges have been completed. No payment will be made for any work done prior to issuance of "Notification to Proceed".

VII-A CONSTRUCTION SCHEDULE

The Contractor shall notify the Owner at least twenty-four (24) hours in advance of his/her intentions to begin work under the terms and conditions of this Contract and all work shall be done at such time as will least interfere with routine Authority usage and construction work in progress at the site, if any. The Contractor will not be permitted to begin work at any site unless he has all necessary equipment, tools and adequate forces to perform all prescribed work in a proper and expeditious manner.

The Contractor shall prosecute his work with reasonable regard for the convenience of the Owner, and all work must be done in such a manner as will not interfere with the ability of the Owner to continue furnishing an adequate supply of uncontaminated water at all times.

VII-B POLICE AND HEALTH REGULATIONS

The Contractor must comply with all Police and Health Regulations and Ordinances.

The Contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, guards for the protection of workmen and the public, and shall post danger signs warning against hazards created by such features of construction as protruding nails, hoists, scaffolding, window openings, stairways, and falling materials.

VII-C SAFETY AND ACCIDENT PREVENTION

A. Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Facilities Manager's representative on the job site.

B. Safety Precautions Regarding Painting & Toxic Solvents

General

Ventilation, electrical grounding, and care in handling paint, solvents, and equipment are important safety precautions when painting any enclosed areas in all types of structures.

Access Facilities

All ladders, scaffolding, and rigging shall be designed for their intended uses. Safety belts and safety lines shall be used by all workmen and safety nets shall be provided when the use of safety belts and lines is impractical.

Ventilation

It is essential that the solvent vapors released during and after application of coatings be removed from any enclosed area. During coating application the capacity of ventilating fans shall be at least 300 CFM per gallon of coating applied per hour.

Continuous forced ventilation at a rate of at least one complete air change every 4 hours shall be provided for at least 48 hours after coating application is completed or until coating is completely cured in accordance with the paint manufacturer's recommendations.

During any type of sandblasting operations, nozzle men shall wear air-supplied helmets and all other persons who are exposed to blasting dust shall wear filter-type respirators and safety goggles.

When coatings are applied inside any enclosed areas, all persons exposed to toxic vapors shall wear air-supplied masks.

Grounding

Blasting and painting hoses shall be grounded to prevent accumulation of a charge of static electricity.

Lighting

Spark proof artificial lighting shall be provided for all work inside any enclosed area. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electrical Code" for the atmosphere in which they will be used.

Toxicity

The solvents used with vinyl, epoxy, chlorinated rubber and coal-tar coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor for several common solvents is 100 mg/l. The solvent concentration shall be kept below the maximum safe concentration for 8-hour exposure.

Protective Clothing

Painting materials may be irritating to the skin and eyes, particularly epoxy curing agents and coal-tar products. When handling and mixing paints, workmen shall wear gloves and eye shields.

Fire

During mixing and application of paint, all flames, welding, and smoking shall be prohibited in the vicinity. An appropriate type of fire extinguisher shall be kept nearby.

C. Accident Prevention

The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner, Suffolk County Water Authority, and the Facilities Manager from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract.

The Contractor shall be solely responsible for furnishing (subject to reimbursement as discussed) and providing any of these items. Excluded under this item are costs associated with the use of standard industry tools and/or accessories, i.e., drill bits, saw blades, etc.

1. Protection of Existing Utilities

The location of underground utilities will be staked out by SCWA and shall be investigated and verified in the field by the Contractor before starting work. Excavation in the vicinity of existing utilities shall be carefully done by hand.

The Contractor shall be held responsible for any damage to, and for maintenance and protection of existing utilities.

2. Disposal of Debris

Remove all debris and rubbish from the site as fast as it accumulates during the progress of the work. On completion of each project under this Contract, the respective premises shall be left in a clean, presentable condition. When "roll-off" dumpsters are used to load out debris in the work area or when the Contractor's trucks deliver same to a legal dump, the SCWA will pay the dump fee or carting charge at face value of each authentic receipt presented plus any added mark-up costs to the Contractor as per Item No. 5 in Section VIII below.

3. Warranty

The Contractor shall warrant that all material and workmanship provided for in this Contract shall be of high quality in every respect and agrees to correct, at his own expense, any defects in material or workmanship which may show themselves within a year after completion and acceptance of the work.

VIII. DETAILED CLAUSES FOR MEASUREMENT & PAYMENT

Section 1 - Items Included in Work to be Done

The work to be done includes the furnishing and delivery of all materials, labor, plant, equipment, tools and any other item of expense, together with the necessary supervision required to complete the work as stipulated under the Detailed Specifications and/or shown on the Drawings to be included with each individual Purchase Order. Therefore, omission of specific mention of the fact from any part of the Specifications shall not be deemed a waiver of the Contractor's obligation to furnish all supervision, material, labor, plant, equipment, tools, and any other item of expense required to complete the work.

Section 2 – Payment

For the purpose of providing equitable compensation, whatever the quantity of hours worked by mechanics or laborers along with any parts, materials or other costs at each location, payment for work completed under this Contract will be in accordance with the several items described hereinafter, which together shall provide full compensation for all work completed in accordance with the Specifications and/or the Drawings attached with each individual Purchase Order.

Prior to final payment from the Suffolk County Water Authority to Contractor, the Contractor shall submit to the Suffolk County Water Authority an executed and notarized sworn statement certifying that the Contractor has complied with all State and Federal laws and regulations regarding the payment of prevailing wage rates to all employee

**ITEM NO. 1 - SKILLED EXPERIENCED CARPENTER WITH TOOLS AND EQUIPMENT
(Regular Hours)**

The unit price bid under this Item shall include the cost of furnishing, directing and supervising skilled carpenters for all common construction completely equipped with necessary tools and equipment. The minimum amount of time to be ordered under this item is to be (1) one hour per purchase order. All travel time and expense is to be included in the unit price of this item (except if work is on Fire Island in which case the Authority will reimburse ferry expenses and parking fees under Item No. 9 below). The work under this item will involve miscellaneous small-scale construction and/or repair work on various structures or related components on Authority property. Given the indeterminable nature of the work, a complete list of expected types of work to be performed under this item is not possible. Some examples of the types of miscellaneous minor construction and/or repair work to be covered under this item are:

1. Installation of and/or replacement of door closers, hasps, hinges and other related door hardware.
2. Installation of drywall.
3. Small scale wood and steel partitions.
4. Installation of drop ceiling tile systems.
5. Ceramic tile work.
6. Installation of and/or caulking around doors & windows
7. Installation of VCT flooring, including floor preparation
8. Carpentry repairs or maintenance.
9. Vinyl Siding / Aluminum Siding Repairs.
10. Replacement of Bathroom Partitions.
11. Replacement of Cabinets/Counter-Tops and Vanities

The Facilities Manger shall solely determine whether work to be performed shall be done under this item or Item No. 2 below. Payment will be based on the actual number of hours worked with a minimum of one-hour (1).

**ITEM NO. 2 - SKILLED EXPERIENCED CARPENTER WITH TOOLS AND EQUIPMENT
(Evening And Weekend Hours)**

The unit price bid under this item shall be for the same type of work as described under Item 1, however for evening and weekend work.

ITEM NO. 3 - SKILLED EXPERIENCED MASON WITH TOOLS AND EQUIPMENT (Regular Hours)

The unit price bid under this Item shall include the cost of furnishing, directing and supervising trained Masons for common masonry work, completely equipped with necessary tools and equipment. The minimum amount of time to be ordered under this item is to be one (1) hour per purchase order. All travel time and expense is to be included in the unit price of this item (except if work is on Fire Island, in which case the Authority will reimburse ferry expenses and parking fees under Item 9 below). The work under this item will involve miscellaneous small scale concrete and/or brick masonry installation, repairs and/or maintenance on various structures or related components on Authority property.

Mason Work To Include:

1. Brick Work – New and Repairs
2. Cement Work – To Include Small Scale Patios, Walks, Curbs, and All Types of Cement Repairs

**ITEM NO. 4 – SKILLED EXPERIENCED MASON WITH TOOLS AND EQUIPMENT
(Evening and Weekend Hours)**

The unit price bid under this Item shall be for the same type of work as described under Item 3, however for evening and weekend work.

ITEM NO. 5 – SKILLED EXPERIENCED PLUMBER WITH TOOLS AND EQUIPMENT (Regular Hours).

The unit price bid under this Item shall include the cost of furnishing, directing and supervising trained Plumbers for common plumbing work, completely equipped with necessary tools and equipment. The minimum amount of time to be ordered under this item is to be (1) hour per purchase order. All travel time and expense is to be included in the unit price of this item (except if work is on Fire Island, in which case the Authority will reimburse ferry expenses and parking fees under Item 9 below). The work under this item will involve miscellaneous small-scale plumbing installations, modifications and/or repairs on various structures or related components on Authority property.

Plumbing Work To Include:

1. New Plumbing Lines, Toilets, Urinals, Sinks, Waste Lines, Faucets as needed.
2. Repairing Water Lines, Faucets, Sinks, Toilets, Urinals, Waste Lines, & Base Boards
3. Replacement of Hot Water Heaters, and Water Fountains
4. Installation of Shower Stalls

**ITEM NO. 6 - SKILLED EXPERIENCED PLUMBER WITH TOOLS AND EQUIPMENT
(Evening and Weekend Hours)**

The unit price bid under this Item shall be for the same type of work as described under Item 5, however for evening and weekend work.

All basic tools and equipment for the various construction trades shall be supplied under these items. Included shall be such tools as: circular saw, reciprocating saw, hammer, tape measure, screw drivers, level, masonry tools, aluminum siding break and any other tool typically used by the type of trades mechanic needed for the repair work. In the event of specialized repair work involving tools/equipment not typically owned by a Contractor, the Authority will reimburse the Contractor for rental cost for use of tool/equipment on the project as per Item No. 9 below.

ITEM NO. 7 – LABORER WITH TOOLS AND EQUIPMENT

The unit price bid under this Item shall include the cost of furnishing, directing and supervising one (1) laborer which may be required to do any laborer's work as authorized and directed by the Facilities Manager. Included under this Item shall be such tools as hammers, wheelbarrow, shovel, rake, and hoe etc. Also unit price bid shall include a chain saw for clearing debris, trimming and loading. Work under this item may be ordered either separately or in conjunction with work ordered per item No. 1 above solely at the Facilities Manager's discretion.

**ITEM NO. 8 – LABORER WITH TOOLS AND EQUIPMENT
(Evening and Weekend Hours)**

The unit price bid under this Item shall be for the same type of work as described under Item 7, however for evening and weekend work.

ITEM NO. 9 - MISCELLANEOUS PARTS, MATERIALS, RENTAL FEES AND DUMP FEES

The unit price bid under this Item shall include the percentage mark-up for the cost of furnishing materials parts, tool and equipment rental fees and dump fees as authorized and directed by the Facilities Manager. Excluded under this item are costs associated with the use of standard industry tools and/or accessories, i.e., drill bits, saw blades, etc.

The Authority will reimburse the Contractor for various parts, materials used, rental tools or equipment used and/or debris removal provided based on the actual manufacturer's/vendor's invoiced cost to the Contractor, plus a fixed percentage of the invoice for the Contractor's expense, profit and overhead. All invoices are to accompany any billing for parts, materials, rentals and/or dump fees and will remain in Authority files. Any requests for payment without accompanying "back-up" will not be honored for payment. Parts, materials, rental invoices or dump fees used in completing all work required are to be priced in accordance with the Bidder's Proposal. Billing shall be based on estimated cost as specified in Bidder's Proposal Plus Percentage.

Example – Utilizing Estimated Cost Plus 10%

Estimated Cost	Estimated Amount
\$5000.00 X 1.10 =	\$5500.00

Note: Rubbish and debris of less than 1 C.Y. will be the responsibility of the Contractor to dispose of at his/her own expense, Roll-off containers will only be used for quantities of debris of 1 C.Y. or greater. The Facilities Manager will make the final determination as to when a roll off container shall be used.

Section 3 - Extra Work

Payment for extra work, if any, over and above that shown on each individual Purchase Order or covered by these Specifications, if approved by the Facilities Manager in writing, is included under Article V of these Specifications.

Bidder's Proposal
Contract NO. 7357
Miscellaneous Minor Construction and/or Repairs of
Various Structures in Suffolk County New York
For The Period August 1, 2016 To July 31, 2017

The undersigned bidder has examined the Notice to Bidders, Instructions to Bidders, and Detailed Specifications, covering work contemplated by the Suffolk County Water Authority at various Authority-owned properties and proposes to do the work under the terms specified at the prices which the bidder has placed in the spaces provided in the Statement of Approximate Quantities and Proposal Prices given below.

By making this proposal, the bidder agrees that, if awarded the proposed work under any combination of the various projects, he/she will enter into Contract with the Suffolk County Water Authority at the prices named, under the terms of the attached Contract Documents.

STATEMENT OF APPROXIMATE QUANTITIES AND PROPOSAL PRICES

(Bidder should fill out both prices and amounts)

SCWA #	Item	Description	Approx Qty	Unit	Unit Bid Price	Estimated Amount
#3000573	1	Skilled Experienced General Carpenter with Tools & Equip. (Regular Hours)	100	Hours	\$ _____	\$ _____
#3000574	2	Skilled Experienced General Carpenter with Tools & Equip. (Evenings & Weekends)	100	Hours	\$ _____	\$ _____
#3000585	3	Skilled Experienced Mason with Tools & Equip. (Regular Hours)	100	Hours	\$ _____	\$ _____
#3000586	4	Skilled Experienced Mason With Tools & Equip (Evening & Weekends)	100	Hours	\$ _____	\$ _____
#3000593	5	Skilled Experienced Plumber With Tools & Equip (Regular Hours)	100	Hours	\$ _____	\$ _____
#3000594	6	Skilled Experienced Plumber With Tools & Equip. (Evening & Weekends)	100	Hours	\$ _____	\$ _____
#3000582	7	Laborer with Tools & Equipment	100	Hours	\$ _____	\$ _____
#3000583	8	Laborer with Tools & Equipment (Evenings & Weekends)	100	Hours	\$ _____	\$ _____
#3000587	9	Contractor is to enter in the space provided the mark-up percentage added to miscellaneous parts, materials, rental fees, & dump fees invoices. Fill in the amount based on approximately \$5,000.00 in parts, materials & fees. (See Detailed Specifications, Page 9, Item No.9 for instructions on completing this item).	Percentage	\$5,000 X	_____ % =	_____
TOTAL ESTIMATED AMOUNT FOR ALL ITEMS (Items No. 1 through 9 Inclusive)						\$ _____ *

Each proposal from a contractor must be accompanied by a cashier's check or a bid bond made payable to Suffolk County Water Authority, in the amount of **five (5%) percent** of the total bid price.

Calculation errors will be resolved in favor of unit prices whenever possible. The Suffolk County Water Authority will adjust total bid amounts accordingly

Bidder's (Company) Name: _____

Authorized Name of Signatory: _____

Bidder's Signature: _____ Date: _____

CONTRACT PREQUALIFICATION STATEMENT

All Bidders shall provide the following information in conjunction with their bid for Contract No. 7357

This information concerns the ability of the Contractor to complete said contract on time while maintaining quality and safety on the project.

Bids received without a completed Contract Prequalification Statement may not be considered in the bidding process.

A) What similar public works projects has your organization completed within the last 5 years?

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Name, Address & Phone# of Owner</u>

B) What similar public works projects is your organization now in process of construction?

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Name, Address & Phone# of Owner</u>

C) Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

D) List references from private firms for which you have performed similar work _____

E) Size of crew to be maintained on a regular basis on the Contract.

Superintendent's Name: _____

F) List below the type and number of suitable tools and equipment available for Miscellaneous Repair Contract work and owned by the undersigned:

Because of the anticipated work load and the typical urgent nature of the work, the Authority requires that the successful bidder must have in its possession a minimum amount of equipment needed to do the work, which must be owned by the Contractor. All equipment must be consistent with their description in the "Detailed Specifications", and in good working condition and available for inspection by the Authority at its discretion.

Signature of Bidder*

Firm _____

By: _____

Print

*If Corporation, State Title

Insurance Carrier or Agent's Acknowledgment

Contract No. 7357

Project Description **Miscellaneous Minor Construction and/or Repairs at Various Structures in Suffolk County**

Your Insurance Carrier or Agent **must** complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

Address: _____

E-Mail Address: _____

Telephone: _____

Fax: _____

Please review the SCWA insurance requirements for this contract which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay **particular attention to required limits**) and that you are complying with them by placing a check in the appropriate box.

- Automobile Liability
- General Liability
- Excess Liability
- Worker's Compensation
- Owners and Contractors Protective Liability

THE BELOW INSURANCE COVERAGE'S MAYBE REQUIRED ON AN AS NEEDED BASIS:

- BUILDER'S RISK/FIRE POLICY OR INSTALLATION COVERAGE FLOATER**

We have reviewed the insurance requirements set forth in the above contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insurer pays the appropriate premium.

Dated: _____

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the contract, if awarded to the Bidder.

Sign: _____
Officer of Company

Print Name: _____

(Failure To Have This Form Properly Filled Out and Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.)

Your attention is called to Chapter 675 of the Laws of 1966 amended Section 2604 of the Public Authorities Law to require the following:

Non-Collusive Bidder Certification

1. Every bid or proposal made to a public authority or to any official of any public authority created by the state of any political 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 the penalties of perjury:

- (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; and
 - (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 the bid a signed statement which sets forth in detail the reasons therefore. When (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 restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being 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).

2. Any bid hereafter made to any public authority or to any official of any public authority created by the state or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rules, regulation, or local law, and where such bid contains the certification referred to in subdivision one of Chapter 675 of the Laws of 1966, shall be deemed to have been authorized by the board of directors of the bidder, and such authorizations shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The Contractor, herewith, acknowledges that he/she has read and understood Section VI-B of the Detailed Specifications and that he/she will comply with the requirements of the New York State "Right To Know" Law. Furthermore, he/she will not be issued a "Notification to Proceed" work until all information interchanges (MSDS exchanges) have been completed, and that no payment will be made for any work done prior to issuance of "Notification to Proceed ". It is strongly recommended that bidders submit requests to their vendors for all required Material Safety Data Sheets, prior to being awarded the contract, in order to prevent any delay in the start of work.

CONFIDENTIAL INFORMATION

The SCWA is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain SCWA records are subject to public inspection upon request. However, trade secrets or information submitted to SCWA which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. SCWA shall review such requests on a case by case basis. Failure to identify such information shall be deemed consent to public inspection of the entire proposal.

CONTACT INFORMATION

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Authority and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Authority member, employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Authority (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the SCWA's Purchasing Director, Marlon Torres, 631-563-0334 or at marlon.torres@scwa.com. The Authority may schedule a conference with the vendor(s) prior to any award. Authority personnel are required to obtain certain information if contacted during the Restricted Period. Upon the basis of this information, the Authority will make a determination of the responsibility of the Bidder who made the contact pursuant to statutory provisions. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period by a Bidder, a Bidder will be debarred from obtaining Authority or other governmental Procurement Contracts. Further information about these requirements can be found in the Authority's Guideline Regarding Contacts During an Authority Procurement at www.scwa.com.

The SCWA reserves the right to disqualify any Bidder which makes unauthorized contacts to SCWA.

FORM OF OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer the next questions:

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

(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional information on reverse if necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional information on reverse as necessary)

Offerer certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law 129-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Contract Number Related to Offer: _____

_____ hereby affirms that it has read and understands the Suffolk County Water Authority's guidelines regarding its policy concerning Contacts during an Authority Procurement, and agrees to comply with SCWA's procedures relating to this policy during the SCWA procurement.

Date: _____ 20__

Name of Officer: _____

Address: _____

Name and Title of Person Signing the Affirmation

CONTRACT NO. 7357

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	
Signature:	
Name:	
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	
Business Address of Contractor:	
Contact Person for Contract Follow-Up:	
Business Contact Telephone:	
Cell Number:	
E-Mail Address:	
Fax Number:	
Federal Employee Identification Number:	
Date:	

This page must be fully completed

AGREEMENT

DATE:

Re: **CONTRACT NO. 7357** - Miscellaneous Minor Construction and/or Repairs at Various Structures in Suffolk County

_____ the lowest responsive, responsible bidder for the above referenced contract agrees to provide the material as set forth in the Notice to Bidders dated _____ Instructions to Bidders, Detailed Specifications, and Bidder's Proposal submitted by _____ and dated _____.

All of the terms and conditions of the Notice to Bidders, Instructions to Bidders, Detailed Specifications and Bidder's Proposal are hereby incorporated into this Agreement, and this Agreement shall be binding upon each of the parties hereto, and upon the successors and assigns of the Owner, and the executors, administrators, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be signed by a duly Authorized Member or Executive Officer thereof and has caused its corporate seal to be hereunto affixed, and the Contractor has caused this Agreement to be signed by a duly authorized officer thereof and has caused its corporate seal to be hereunto affixed, the day and year first above written.

Witness _____

SUFFOLK COUNTY WATER AUTHORITY

By: _____
Jeffrey W. Szabo, CEO

Firm

Witness _____

By: _____
An Authorized Officer

Print Signatory Name

Title

To Be Completed If Executed In New York

STATE OF NEW YORK)
 SS:
COUNTY OF)

On this _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

To Be Completed If Executed Outside New York

STATE OF _____)
 SS:
COUNTY OF _____)

On this _____ day of _____, in the year 2016, before me, the undersigned Notary Public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in* _____.

Notary Public

*(Insert city or other political subdivision and the state or county or other place the acknowledgment was taken)