



Office of Financial Services  
*Purchasing Department*

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

SAP# \_\_\_\_\_  
CONTRACT NO. 7362  
For  
Furnishing and Delivery of  
C900 PVC Pipe

# 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 7362 – Furnishing and Delivery of C900 PVC Pipe

**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: \_\_\_\_\_

**\*THIS FORM MAY BE MAILED OR FAXED TO 631-589-5268**

\*If returning a Statement of No Bid by mail, please mark the outside of the envelope "No Bid Enclosed"

# SUFFOLK COUNTY WATER AUTHORITY

SUFFOLK COUNTY

NEW YORK

## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN:** That sealed proposals for the **Furnishing and Delivery of C900 PVC Pipe** to the Suffolk County Water Authority, Oakdale, New York, will be received by the **Purchasing Director at 3525 Sunrise Highway, Great River, New York 11739**, not later than **11:00 a.m., prevailing time, June 28, 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](http://www.scwa.com); [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com); or [www.nyscr.ny.gov](http://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.

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. 7362**  
June 7, 2016

**INSTRUCTIONS TO BIDDERS**  
**SUFFOLK COUNTY WATER AUTHORITY**  
**SUNRISE HIGHWAY AND POND ROAD, OAKDALE, NEW YORK**  
**CONTRACT NO. 7362**

On the following pages will be found Detailed Specifications and Bidder's Proposal covering the **Furnishing and Delivery of C900 PVC Pipe** to the Suffolk County Water Authority.

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](mailto:marlon.torres@scwa.com). Questions and answers pertaining to this proposal may be viewed at [scwa.com](http://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](http://www.scwa.com); [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com); and [www.nyscr.ny.gov](http://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 Form of Agreement, Notice to Bidder's, Instructions to Bidder's, Detailed Specifications and Bidder's Proposal that are attached hereto form the complete contract document. Purchase Orders will be prepared and issued for material needed, subject to terms and conditions provided herein.

Proposals are to be filled out on the attached "Bidder's Proposal" Failure to comply with this requirement will be deemed sufficient cause for the rejection of the proposal.

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 28, 2016. Facsimiles or emails of unsealed proposals will not be accepted under any circumstances.**

All bids and bid security must be placed in the sealed envelope marked "Contract No. 7362 - Furnish and Delivery of C900 PVC Pipe", bid due date, and addressed to the Purchasing Director, Suffolk County Water Authority, 3525 Sunrise Highway, Great River, New York 11739.

Each proposal must be accompanied by a cashier's check or official bank check (**Bid Bond not Acceptable**) totaling Two Hundred and Fifty Dollars (\$250.00), made payable to the Suffolk County Water Authority. All checks submitted will be returned to the unsuccessful bidders upon award of the contract. The check submitted by the successful bidder will be retained by the Authority until successful completion of the contract as determined by the Authority.

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 and necessary insurance coverage required for the faithful performance thereof, then the aforesaid deposit shall be forfeited to the Authority as liquidated damages and the Authority shall collect same for its benefit.

Before awarding the contract, the Authority will require any bidder to show that he has the necessary facilities, equipment, experience, ability and financial resources to supply and deliver the material specified and in quantities as required.

## INSTRUCTION TO BIDDERS - 2

The Authority reserves the right to require the low bidders to furnish complete financial statements and bank references.

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 the contract to that bidder whose bid, in the opinion of the Authority, will be 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**.

The successful bidder shall be required to show that he has been producing and supplying this material for a period of at least one year and furthermore, in the quantity as required by the Authority.

The Suffolk County Water Authority requires the following quantities be furnished under the terms of this contract.

Item No.	Size	Description	Bid Quantity
I	12"	C900 PVC Pipe	2,260 Ft. of 20 foot long laying lengths

## INSTRUCTION TO BIDDERS - 3

### 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 and as primary insurance 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.

## INSTRUCTION TO BIDDERS - 4

\*Products/Completed Operations to be maintained for a period of 2 years after the completion of the project.

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.

### Vendor's Endorsement for Product Liability

If you are not the manufacturer of the Products, the Vendor/Contractor shall provide to the Authority, A Vendor's Endorsement evidencing of Product Liability Insurance afforded to the bidder or entity awarded the contract.

### Vendors Coverage "Sample Verbiage"

Additional insured coverage, usually under a manufacturer's general liability policy, for specified vendors with respect to their distribution or sale of the manufacturer's products designated in the schedule on the endorsement. This endorsement gives products liability coverage to the vendors distributing or selling the named insured's product and eliminates the need for the vendor to purchase separate products liability coverage

C. Excess Liability:

Excess Liability Limits of \$2,000,000 on a form which follows the underlying coverage.

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.

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 the above.

The Authority is not responsible for any loss or damage whatsoever to the property of contractor(s) or subcontractor(s).

All certificates of insurance shall contain the following provisions:

- (1) Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- (2) Location of work described shall be inclusive of the location of the work provided under this project
- (3) The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

## INSTRUCTIONS TO BIDDERS - 5

## **INDEMNIFICATION**

The successful bidder understands and agrees that it shall defend, indemnify and save harmless, **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, employees may be subjected by reason of injury to person or property of others resulting from the performance of the Project, or through any act of omission on the part of the Contractor or his agents, employees or servants; and he shall defend, indemnify and save harmless the Owner, its officers, agents, servants, employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials, in the performance of the project.

## **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](mailto: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](http://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.**

## INSTRUCTION TO BIDDERS - 6

**YOUR 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 to Contracts for a Public Authority.

Section 2875 provides as follows:

“..Upon the refusal by a person, when called before a grand jury, a head of state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of 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 public department agency or official of the state of any political subdivision thereof or of a public authority, to sign a waiver of immunity against 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 (municipal corporation, fire district or) public authority (or any public department, agency) or official thereof, for goods, work services, for a period of five (5) years after such refusal, and...

(b) any and all contacts made (with any municipal corporation) or any public authority (or any public department agency) or official thereof, since the effective date of this law (July 1, 1959), by such person and by any firm, partnership or corporation of which he is a member, partner, director, or officer, may be canceled or terminated by the (municipal corporation, fire district or) 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 criminal task in the Department of Law, head of a city department of 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 a 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 (5) years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-eight hundred seventy-seven (of Article 9, Title 4, of the Public Authorities Law.”

## 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. 7362  
FURNISHING AND DELIVERY OF C900 PVC PIPE  
TO THE SUFFOLK COUNTY WATER AUTHORITY  
OAKDALE, NEW YORK**

**I. GENERAL:**

This contract is for furnishing and delivery of C900 PVC Pipe to the Suffolk County Water Authority.

**II. MATERIAL:**

Length of pipe shall be 20 foot laying length. Prices submitted shall include all necessary gaskets and sufficient lubricant, for each joint.

The nominal-inside diameter, poly vinyl chloride (PVC) pressure pipe shall be as manufactured by Johns-Mannville, or equivalent, class 150, and shall have a standard dimension ratio (S.D.R.) Of 18 and conform to the latest edition of AWWA C900. The outside diameter of the PVC pipe shall be the same as that of the same nominal size of cast-iron pipe so that no special adaption is necessary to connect to cast-iron valves and fittings. The pipe shall be only of integral bell and plain end lengths. Use of a different type of joint made by other manufacturers must first receive approval by the Authority's Engineer. Each standard and random length of pipe shall be tested to 600 psi for the minimum dwell of five (5) seconds. The pipe shall be furnished with mechanical pipe (cast iron) gaskets.

The manufacturer of the pipe shall be listed, as approved in the latest edition of National Sanitation Foundation (NSF) Standard No. 61, "Drinking Water System Components", health effects covering indirect additives. If manufacturer claims he has approval, but is not listed, NSF certification shall be submitted with the bid. The Authority will also accept an equal Underwriters Laboratory listing or approval.

**III. DELIVERY**

The price submitted shall be F.O.B. delivered

Advance forty eight (48) hour notice shall be given to the National Park Service (Location and contact information below), of the delivery date and time, so that sufficient employees will be available to unload truck.

James Dunphy (Facility Manager), Office: 631-687-4756  
Fire Island National Seashore Maintenance Facility  
166 West Ave., Patchogue, NY 11772

SCWA Contact: Fred Berg, (Office) 631-563-0239

Contractor shall be required to supply pipe within thirty (30) days after receipt of a written purchase order for same.

**IV. PAYMENT**

Payment for material received shall be made within **thirty (30) days** after receipt of an invoice.

# BIDDER'S PROPOSAL

**CONTRACT NO. 7362  
SUFFOLK COUNTY WATER AUTHORITY  
OAKDALE, NEW YORK  
FURNISHING AND DELIVERY OF C900 PVC PIPE  
TO THE SUFFOLK COUNTY WATER AUTHORITY**

The undersigned, as bidder, declares that the only person, persons, company or parties interested in this proposal as principals are named herein; that he has carefully examined the Notice to Bidders, Instructions to Bidders, Detailed specification and Form of Agreement, covering material to be supplied to the Suffolk County Water Authority at the specified location in Suffolk County and proposes to supply the material and services under the terms specified at the prices which the bidder has set forth in the following Form of Proposal.

### **STATEMENT OF BID QUANTITIES & BIDDER'S PROPOSAL PRICES**

(Bidder Shall Fill Out Both Prices and Amounts)

	Item No.	Size	Description	Bid Quantity	Unit Bid Price/ Per Foot	Total Bid Amount
	I	12"	C900 PVC Pipe	2,260 Ft of 20 foot laying lengths.		
Total (Items I)						

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

**ALL PROPOSAL PAGES MUST BE COMPLETED AND INCLUDED WITH BID SUBMISSION**

Bidder's (Company) Name: \_\_\_\_\_ Authorized Name of Signatory: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER'S PROPOSAL - 2

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

1. Every bid or proposal made to a public authority or to any official of any public authority created by the state or 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: Non-collusive bidding certification.
  - (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:
    - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
  - (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of 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 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 (1).

## BIDDER'S PROPOSAL - 3

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, rule, 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 authorization 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.

In entering this contract, the contractor agrees that the quantities of materials as stated in the Instruction to Bidders are approximate only, and that during the period of the contract the Authority may find it advisable and shall have the right to increase or decrease the quantities.

\* \* \*

Pursuant to the conditions of the foregoing Notice to Bidders, attached hereto is a cashier's check, or official bank check drawn on

\_\_\_\_\_ for the sum of \_\_\_\_\_  
\_\_\_\_\_

By making this proposal, the bidder agrees that if this proposal is accepted, he will furnish and deliver the material as specified to the Suffolk County Water Authority at the price named and under the terms of the attached contract documents, and if the undersigned shall fail to execute the contract within thirty (30) days from the date of notification of the awarding of the contract, then the said Authority may, at its option, determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the deposit accompanying this proposal shall be forfeited to and become the property of said Authority as liquidated damages for such failure or neglect, otherwise the deposit shall be returned to the undersigned. In the event of a bid bond shall accompany this proposal, the Authority shall declare said bid bond in default and take action accordingly under the terms of said bid bond.

The word "he" as used in this proposal is to be understood to include the individual firm or corporation making the proposal. In case a firm shall be the bidder, it is understood that all statements herein contained shall apply to the firm and each member thereof.

## **BIDDER'S PROPOSAL -4**

### CONTACT INFORMATION

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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](mailto: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](http://www.scwa.com).

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**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.**

**BIDDER'S PROPOSAL – 5**

**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 back of page as necessary)

**BIDDER'S PROPOSAL – 6**



**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

**BIDDER'S PROPOSAL – 8**

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.

Contract No. 7362

Project Description: Furnishing & Delivery of C900 PVC Pipe.

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

Insurance Carrier or Agent's Acknowledgment: \_\_\_\_\_

Insurance Carrier or Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Bidder: \_\_\_\_\_

Please review the insurance requirements which are listed on pages 3 & 4 of the Instructions to Bidders and check the boxes below if you are capable of providing:

- Automobile Liability
- General Liability
- If the Product is not manufactured by the Bidder, evidence of a Vendor's endorsement is required from the manufacturer.
- Vendor's Endorsement
- Excess Liability
- Worker's Compensation

We have reviewed the insurance requirements set forth in the above proposed 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 Agent or Representative

**BIDDER'S ACKNOWLEDGMENT**

The Bidder herein acknowledges that he/she has received the insurance requirements of the within 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.

\_\_\_\_\_

**Failure To Have This Form Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.**

**BIDDER'S PROPOSAL - 9**

**BIDDER'S PROPOSAL –  
CONTRACT NO. 7362**

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

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:	
	<b>PRINT OR TYPE NAME OF PERSON SIGNING BID</b>

**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:	
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Federal Employee Identification Number:	
Date:	

**This page must be fully completed**

**AGREEMENT**

DATE:

Re: ***CONTRACT NO. 7362 - FURNISHING AND DELIVERY C900 PVC PIPE***

\_\_\_\_\_ 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.

SUFFOLK COUNTY WATER AUTHORITY

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey W. Szabo, CEO

\_\_\_\_\_  
Firm

Witness \_\_\_\_\_

By: \_\_\_\_\_  
An Authorized Officer

\_\_\_\_\_  
Print Signatory Name

\_\_\_\_\_  
Title

SUFFOLK COUNTY WATER AUTHORITY

MEMBER ACKNOWLEDGMENT

STATE OF NEW YORK )

ss:

COUNTY OF Suffolk )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Jeffrey W. Szabo, 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 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 20\_\_\_, 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)