



Office of Financial Services
Purchasing Department

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

CONTRACT NO. 7366

SUPPLY AND INSTALL
SALT SPREADER

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. 7366 – Supply and Install Salt Spreader

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"

NOTICE TO BIDDERS

SUFFOLK COUNTY

NEW YORK

NOTICE IS HEREBY GIVEN: That sealed proposals will be received by the Purchasing Director of said Authority at 3525 Sunrise Highway, Great River, New York 11739, for **Supply and Install Salt Spreader**, not later than **11:00 a.m.**, prevailing time on **July 5, 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



Jeffrey W. Szabo, CEO

Contract No. 7366
June 13, 2016

**INSTRUCTIONS TO BIDDERS
SUFFOLK COUNTY WATER AUTHORITY
OAKDALE, NEW YORK**

CONTRACT NO. 7366

On the following pages will be found Detailed Specifications and Bidder's Proposal covering Supply and Install Salt Spreader.

"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."

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.empirestatebidsystem.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.

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 July 5, 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. 7366 - "Supply and Install Salt Spreader"**", 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**) and made payable to the Suffolk County Water Authority in the amount of One Thousand Dollars (\$1,000.00). 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. Bidder shall state net delivered price to the Authority and number of calendar days that will be required to deliver the item following receipt of an order for same.

All bids and bid deposits must be placed in a sealed envelope marked "**Contract No. 7366, Proposal for Supply and Install Salt Spreader, and bid due date.**," and addressed to the Purchasing Director, Suffolk County Water Authority, 3525 Sunrise Highway, Great River, New York 11739.

The Form of Agreement, Notice to Bidders, Instructions to Bidders, Detailed Specifications and Bidder's Proposal that are attached hereto form the complete contract document. Purchase orders will be prepared and issued for services as needed, subject to terms and conditions provided herein.

Proposals are to be filled out on the attached "Bidder's Proposal" and returned with the specifications. Failure to comply with these requirements may be deemed sufficient cause for the rejection of the proposal.

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

Instructions to Bidders - 2

If the person, persons or corporation to whom the contract shall be awarded shall fail to enter into such contract within thirty (30) 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.

The Contractor shall defend, indemnify and save harmless, **to the extent permitted by law**, the Suffolk County Water Authority, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Suffolk County Water Authority or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Suffolk County Water Authority or of others resulting from the performance of the Contract, or through any act or omission on the part of the Contractor or his agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Contractor, his agents, employees, servants or subcontractor(s) in the performance of the Contract, 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 members, 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.

Before awarding the contract, the Authority will require any bidder to show that over the past five years he has the necessary facilities, equipment, experience, ability and financial resources to supply and deliver the materials/services specified and in the quantities required.

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**.

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 or as otherwise deemed acceptable 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. "Acord" 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.

The following wording shall appear on all certificates.

The interest of the Suffolk County Water Authority, **as additional insured and as primary insurance for ongoing operations, as well as, product/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. I **Garage Liability: (Including products and completed operations. Please note on certificate)**

Form: ISO Garage Coverage Form - Covered autos to include all owned, non-owned, hired autos, and autos left with you for service, repair, storage or safekeeping. Auto to be defined as a land motor vehicle, trailer or semitrailer.

Limits: *For Garage Operations - Other than covered "Autos"* - Combined Single Limit for Bodily Injury and Property Damage \$1,000,000/\$2,000,000 Aggregate.

For Garage Operations - covered "Autos" - \$1,000,000 Each Accident.

Instructions to Bidders - 4

II Garagekeepers Coverage:

Form: Physical Damage: Comprehensive coverage to include coverage for any "loss" to an Authority vehicle or Authority equipment left in the contractor's care while the contractor is attending, servicing, repairing, parking or storing the vehicle. Coverage to apply on a primary basis.

Collision Coverage to apply, including lifts or elevators.

Limits: \$500,000 Blanket limit on all locations.

The contractor shall be liable for any deductible that may apply to the above coverages.

B Excess Liability:

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

C 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 work or a new certificate shall be furnished before the current certificate expires.

The Suffolk County Water Authority shall be the sole judge in determining the acceptability of insurance requirements.

Instructions to Bidders - 5

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 contracts 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 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 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).

Instructions to Bidders - 6

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.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before SCWA may approve a request for Assignment of Contract

During the term of the Contract, should SCWA receive information that a person is in violation of the above-referenced certification, SCWA will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SCWA shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SCWA reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

DETAILED SPECIFICATIONS

CONTRACT NO. 7366

SUPPLY AND INSTALL SALT SPREADER

The following specifications apply to all items, unless otherwise mentioned in the Detailed Specifications. Each unit shall comply with all applicable rules and regulations of the New York State Department of Motor Vehicle Safety Standards established by the National Safety Agency. In addition, manufacturer's standard warranty and all manufacturers standard equipment not specifically mentioned shall be included.

Vehicles shall be delivered to Oakdale with the fuel tank at least one quarter (1/4) full. The Water Authority will not be responsible for delays of the manufacturer in delivery of new vehicles. All new truck bodies are to be factory manufactured.

MANUFACTURER'S REBATES

All Manufacturer's Rebates shall be assigned by the Authority to the bidder. Bidders shall therefore include any applicable manufacturer's rebates in the net delivered price.

Equipment specifications are written for the purpose of establishing and describing general performance and quality levels. Specifications are not intended to be restrictive and bids are invited on comparable equipment.

Description – Item 1 Supply and Install Hydraulically Controlled Salt Spreader and Hydraulic System on SCWA Supplied 2016 Ford F-550	As Per Specifications	Proposed Alternate
MODEL: TARCO HY2SS-JR-11		
HOPPER: Capacity: 3 yards Length: 132" Overall Length: 156" Height:35" Width: 48" Material: 14 gauge type 304 stainless steel Top Screen: Standard		
Hydraulic system: Dual hydraulic motor drive to allow independent spinner and conveyor speed. One hydraulic motor is coupled to the gearbox to drive the conveyor chain and another hydraulic motor is coupled to the spinner disk. Note: Supplied truck is not equipped with a hydraulic system. Therefore, a complete hydraulic system with tank, PTO, dual knob cab control valve and all necessary hydraulic lines must be supplied and installed.		
PTO: Chelsea hot shift PTO, model 246.		
SPINNER: Stainless steel		
Light Bar: LED, DOT approved, 58" wide safety light bar, constructed from 14 gauge type 304 stainless steel with center three light cluster, two stop/tail/turn directional, two amber flashers and two white adjustable spot lights.		
Controls: Cab Controller: LCD Display Independently Controls Feed and Spinner Motors.		
WARRANTY: 2 Years Parts and Labor		

I TERMINATION CLAUSE

The Suffolk County Water Authority reserves the right to cancel the contract (in part or whole) by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and canceled.

II DELIVERY

The equipment shall be picked up and delivered to the Suffolk County Water Authority's Transportation Department, Sunrise Highway & Pond Road, Oakdale, New York, F. O. B. – Delivered.

III PAYMENT

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

BIDDER'S PROPOSAL

CONTRACT NO. 7366

SUPPLY AND INSTALL SALT SPREADER

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 Specifications and Form of Agreement covering material to be supplied, to the Suffolk County Water Authority at the specified locations 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 and Bidder's Proposal

(Bidder shall Fill out Both Prices and Amounts **Rounded to Two (2) Decimal Points** Only Example 4.75)

ITEM 1	DESCRIPTION	BID QTY	UNIT PRICE	AMOUNT
	Supply and Install Salt Spreader on SCWA Supplied 2016 Ford F-550	1		
	Delivery			
	Can be made in _____ Calendar Days			
	Manufactured by:		\$ _____	\$ _____
	Model No:		_____	_____
(SCWA #)	BID TOTAL AMOUNT ITEM 1		\$ _____	

Items Not Specifically mentioned:

From price list dated _____

Discount from MSRP, for option not listed _____%

CASHIER'S CHECK OR OFFICIAL BANK CHECK (BID BOND NOT ACCEPTABLE) IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) TO BE SUBMITTED WITH BID

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

All Bidder's Proposal pages Must be Completed and Returned with Bid Package

Bidder's (Company) Name: _____

Authorized Name of Signatory: _____

Bidder's Signature: _____

Date: _____

CONTRACT PREQUALIFICATION STATEMENT

Those Bidders who have not previously been contracted by the Suffolk County Water Authority shall submit the following information in conjunction with the Agreement.

Proposals received without a completed prequalification statement may **not** be considered in the process.

- A) What similar projects has your organization completed within the last 5 years? Please list a minimum of three projects:

<u>Customer</u>	<u>Contact</u>	<u>Telephone No.</u>

- B) Have you ever failed to complete any work awarded to you?
If so, where and why? _____

Signature of Bidder*

Name: _____

Company Name _____

*If Corporation, State Title

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) .

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.

* * *

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

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.

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.

Bidders must answer question 5 and 6

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)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please Circle) No Yes

Offerer certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law 139-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

Insurance Carrier or Agent's Acknowledgment

Contract No.: 7366

Project Description: Supply and Install Salt Spreader

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.

Insurance Agent : _____
NAME OF FIRM

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please review the SCWA insurance requirements for this Contract, which are listed in the Instruction 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.

- _____ I Garage Liability
- _____ II Garagekeepers Liability
- _____ 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.

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

Dated: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that the Bidder 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.)

CONTRACT NO. 7366

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. 7366* - **Supply and Install Salt Spreader**

_____ 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 201____, 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)