



Office of Financial Services
Purchasing Department

BID NO.7390

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

INVITATION TO BID

TITLE:

CONTRACT NO. 7390

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO
SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND
SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

**JANUARY 1, 2017 TO DECEMBER 31, 2017
(WITH OPTION TO EXTEND)**

Purchasing / Procurement Director: Marlon Torres

TABLE OF CONTENTS

SECTION I – INTRODUCTION

Statement of No Bid.....	1
Notice to Bidders.....	2

SECTION II – INSTRUCTION TO BIDDERS

2.1 Purpose.....	3
2.2 Bid Submission Instructions.....	3-4
2.2a Contact Information.....	5
2.3 Bid Bond.....	5
2.4 Performance Bond.....	5-6
2.5 Pre-Bid Conference.....	6
2.6 Term of Contract.....	6
2.7 Option to Renew.....	6
2.8 Public Authorities Law.....	6-7
2.9 Iran Divestment Act.....	7
2.10 Method of Award.....	8
2.11 Liquidated Damages.....	9
2.12 Fixed Prices/ Adjustments.....	9
2.13 Examination of Facilities.....	9
2.14 “Equal” Products.....	9
2.15 Indemnification and Insurance.....	9-12
2.16 Taxes.....	12
2.17 Method of Payment.....	12-13
2.18 Shipping Terms.....	13
2.19 Delivery Terms.....	13-14
2.20 Back Order Delays.....	14
2.21 Warranty.....	14-15
2.22 Compliance with Federal Standards.....	15
2.23 Damaged Goods When Shipping.....	15
2.24 Equipment.....	15
2.25 Materials.....	15
2.26 Packing/Slip Delivery Ticket.....	15
2.27 Patents and Royalties.....	16

2.28 Purchase of Other Items Not Listed.....	16
2.29 Repairs and Parts Manuals.....	16
2.30 Testing of Random Samples of Delivered Products.....	16
2.31 Contract Administration.....	17
2.32 Confidential Information.....	17-18
2.33 Licenses.....	18
2.34 Certified Payroll	18

SECTION III – SPECIFICATIONS (SCOPE OF WORK)

3.1 General.....	19
3.2 Liquid Caustic Soda.....	19

SECTION IV – BIDDER’S PROPOSAL (BID SHEET)

Statement of Bid Quantities & Bidder's Proposal Prices.....	20
4.1 Non-Collusive Bidder Certification.....	21-22

EXHIBITS – REQUIRED FORMS (TO BE SUBMITTED WITH BID SHEET)

Exhibit A.....	23-24
Exhibit B.....	25
Exhibit C.....	26
Exhibit D.....	27-28

SUFFOLK COUNTY WATER AUTHORITY
SECTION 1- INSTRUCTIONS
FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY
PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST
FARMINGDALE, SUFFOLK COUNTY, NEW YORK

STATEMENT OF NO BID

THIS FORM MUST BE RETURNED 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. 7390

Furnish and Deliver Liquid Caustic Soda To Suffolk County Water Authority Pump Station Located
At Broadhollow Road And Smith Street East Farmingdale, Suffolk County, New York

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 CAN BE MAILED OR FAXED TO 631-589-5268**

***If returning statement of no bid by mail, please mark outside of envelope "NO BID ENCLOSED"**

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 1- INSTRUCTIONS
FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY
PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST
FARMINGDALE, SUFFOLK COUNTY, NEW YORK**

SUFFOLK COUNTY NEW YORK

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: That sealed proposals to **Furnish and Deliver Liquid Caustic Soda To Suffolk County Water Authority Pump Station Located At Broadhollow Road And Smith Street East Farmingdale, Suffolk County, New York** for the period **January 1, 2017 to December 31, 2017**, will be received by the purchasing director of said Authority at 3525 Sunrise Highway, Great River, New York 11739, not later than **11:00 a.m., prevailing time on October 13, 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.nyscr.ny.gov or www.empirestatebidsystem.com. 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



Jeffrey W. Szabo Chief Executive Officer

Contract# 7390
September 21, 2016

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR SUFFOLK COUNTY WATER AUTHORITY

The purpose of this solicitation is to establish a contract for the purchase of Liquid Caustic Soda To Suffolk County Water Authority Pump Station Located At Broadhollow Road And Smith Street East Farmingdale, Suffolk County, New York in conjunction with the needs of the Suffolk County Water Authority (SCWA).

2.2 BID SUBMISSION INSTRUCTIONS

On the following pages are the Instructions to Bidders, Detailed Specifications and Bidder's Proposal to furnish and deliver Liquid Caustic Soda To Suffolk County Water Authority Pump Station Located At Broadhollow Road And Smith Street East Farmingdale, Suffolk County, New York for the period January 1, 2017 to December 31, 2017. Purchase Orders will be prepared and issued for material as needed, subject to terms and conditions provided herein.

Proposed cost/unit prices are to be filled out on the attached "Bidder's Proposal", included within Section 4. Bidders are required to complete and submit the following documents with the Bidder's Proposal:

- * **Non Collusive Bidder Certification**
- * **Form of Offerer Disclosure of Prior Non-Responsibility Determination (Exhibit A)**
- * **Affirmation of Understanding and Compliance (Exhibit B)**
- * **Insurance Carrier or Agent's Acknowledgment (Exhibit C)**
- * **Contact Information Document (Exhibit D)**

Failure to comply with this requirement, as noted above, will be deemed sufficient cause for the rejection of the proposal.

QUESTIONS CONCERNING BID:

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, NY 11769, 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 and/or www.empirestatebidsystem.com or www.nyscr.ny.gov for updated questions and answers, or addenda. Questions must be received no later than 72 hours prior to the bid date.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

SUBMISSION OF BIDS:

In order to be considered, each proposal should be enclosed in a sealed, addressed envelope bearing the name and address of the Bidder upon the outside of same, including proper project designation as "**Contract No. 7390- Bid for Furn & Del Liquid Caustic Soda To Suffolk County Water Authority Pump Station Located At Broadhollow Road And Smith Street East Farmingdale, Suffolk County, New York**", and the bid due date.

Sealed proposals will be received by the Purchasing Director of said Authority at 3525 Sunrise Highway, Great River, Town of Islip, New York, not later than **11:00 a.m., prevailing time on October 13, 2016**, at which time and place they will be publicly opened and read aloud for the work outlined in accordance with the Plans and Specifications attached hereto.

Bid proposals shall be delivered overnight or hand delivered to the Purchasing Director at the address noted in this section. 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 the date indicated, bid due date. **If mailing your bid through the POST OFFICE, bidders must use; Suffolk County Water Authority 4060 Sunrise Highway, P.O. Box 38, Oakdale, New York 11769, Attn: Purchasing Director, Federal Express and or UPS shipments use; 3525 Sunrise Highway, Great River, NY 11739,**

Facsimiles or emails of unsealed proposals will not be accepted under any circumstances.

MODIFICATION / WITHDRAWAL OF BIDS:

A) Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of the Bids.

B) If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

OPENING OF BIDS:

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

2.2a 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.

2.3 BID BOND (BID DEPOSIT):

Each proposal from a Contractor must be accompanied by a certified check, cashier's check or bid bond made payable to the Suffolk County Water Authority in the amount of Five Percent (5%) of the total bid.

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

After the Contract is awarded by the Members of the Authority, all proposal guarantees accompanying the various bids (certified check, cashier's check or bid bond), with the exception of the one accompanying the successful bid, will be returned

2.4 PERFORMANCE BOND:

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 Ten Percent (10%) of the total bid price, or, in lieu of such Performance Bond, a Certified Check, or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

contract expiration date), satisfactory to Suffolk County Water Authority together with an Indemnification Agreement in such form as prescribed by the Authority

After the signing of the contract and the receipt of the Performance Bond, the Authority will return the deposit accompanying the bid of the successful bidder. The deposits (Bid Bond, Bank Check or Performance Bond) accompanying the bids of the unsuccessful bidders will be returned upon award of the contract.

2.5 PRE-BID CONFERENCE: (None Scheduled)

Intentionally Omitted

2.6 TERM OF CONTRACT: ONE (1) YEAR

This contract is for an initial term of one (1) year; January 1, 2017 and ending December 31, 2017.

2.7 OPTION TO RENEW

This contract may be extended for a period of two (2) years, at one (1) year intervals. if agreed upon in writing by both parties within sixty (60) days of the expiration date of the contract. 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.

2.8 PUBLIC AUTHORITIES LAW, SECTION 2875

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 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 or official of the state 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

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

(b) any and all contracts made 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 canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, by 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 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"

2.9 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.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK

2.10 METHOD OF AWARD:

2.10a Minimum Requirements

All selected Bidders shall be a Liquid Caustic Soda manufacturer, or an agent, dealer, authorized representative, or a distributor of the manufacturer(s) of the product(s) proposed to SCWA.

The Authority reserves the right to require the low bidders to furnish complete financial statements and bank references. 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 perform the work in an expeditious and satisfactory manner.

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.

Suffolk County 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. **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 enter into negotiations with the low bidder to ensure that the Authority is receiving the "Best & Final" offer.

The Bidders are required to submit with their submittal all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements; however, the Authority may, at its sole discretion, allow the Bidders to complete or supplement the qualifications requirement, and other related documents during the solicitation evaluation period. Failure to provide proof of compliance with the minimum qualification requirements, as specified by the Authority, shall result in the bidder's submittal being declared non-responsive. The Authority shall be the sole judge of the Bidder's conformance with the qualification requirements and its decision shall be final. The Authority reserves the right to verify the information submitted by the Bidder and to obtain and to evaluate additional information, as it deems necessary, to ascertain the Bidders' conformance to the minimum qualification requirements.

After the signing of the contract and the receipt of the Performance Bond, the Authority will return the deposit accompanying the bid of the successful bidder. The deposits accompanying the bids of the unsuccessful bidders will be returned upon award of the contract.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

2.11 LIQUIDATED DAMAGES

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.

2.12 FIXED PRICES / ADJUSTMENT :

The initial unit prices proposed by the selected Bidder shall remain fixed for the duration of the contract term. NO ADJUSTMENT IN UNIT PRICES PERMITTED.

2.13 EXAMINATION OF CONTRACTOR FACILITIES AND INSPECTION OF CONTRACTOR EQUIPMENT

Intentionally Omitted

2.14 SUBSTITUTE AND/OR "EQUAL" PRODUCTS

Intentionally Omitted, refer to Section 3 – Scope of Work

2.15 INDEMNIFICATION AND INSURANCE

The Contractor shall not be considered "approved" until it 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 Financial Services Department – Insurance Industry and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to SCWA.

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.

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

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

The interest of the Suffolk County Water Authority, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Workers' Compensation. 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 life of the Contract as follows:

- A. Automobile Liability: (If product or 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. Coverage to include broadened Automobile Pollution Coverage; Spill Coverage for upset and overturns.

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. Coverage to include Failure to Supply, Wrongful Delivery, Contractual Liability, and general aggregate shall apply separately at each location and at each project.

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.

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.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

Vendor's Endorsement for Product Liability

If the contractor is not the manufacturer of the Product(s), the Contractor shall provide to the Authority, a Vendor's Endorsement from the manufacturer to the contractor evidencing Product Liability Insurance afforded to the contractor. A certificate of insurance is required from the manufacturer naming the contractor as an additional insured under the vendor's endorsement and indicating the limit from the manufacturer.

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

C. Excess Liability:

Excess liability limit of \$5,000,000 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.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

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

THE CERTIFICATE HOLDERS ADDRESS SHOULD BE AS FOLLOWS ON THE CERTIFICATE OF INSURANCE:

Suffolk County Water Authority
Attn: Risk Management
4060 Sunrise Highway
P.O. Box 38
Oakdale, NY 11769

2.16 TAXES:

The SCWA, 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 Sales Tax in this Bid.

2.17 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The selected Bidder(s) shall submit an invoice(s) to SCWA's Accounts Payable Department(s) in an electronic format to the following email address: accountspayable@scwa.com after purchase has been completed and product delivered to the site by the selected Bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of SCWA's user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to SCWA in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between SCWA and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with SCWA
- II. SCWA Information:
 - SCWA Release Purchase Order or Small Purchase Order Number

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK

- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the SCWA Release Purchase Order
 - Location and date of delivery of goods, services or property

Failure to submit invoices in the prescribed manner will delay payment.

2.18 SHIPPING TERMS: F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized SCWA personnel.

2.19 DELIVERY TERMS

The contractor shall be required to deliver 50% Sodium Hydroxide liquid to the sites listed within 4 days of notification by phone. Location and amount will be specified at time of ordering. Deliveries shall be made any day of the week between the hours of 8:00 am and 3:00 pm except Sunday. Liquid sodium hydroxide is to be delivered to the locations F.O.B. delivered.

Each tank is equipped with a 2" female camlok fill. Minimum delivery is 1000 gal. The delivery truck must have a sufficient length of hose to reach all product tanks.

Both sites are equipped with tank overfill alarm panels that are visible from the fill connection. The contractors' representatives shall review the caustic tank safety equipment and system alarms before making a delivery. Contractors shall comply with all Federal, State or local government laws for liquid caustic soda, and shall ensure their drivers adhere to all chemical safe handling practices.

The sites that are unattended delivery must be accomplished in the presence of SCWA personnel. Vendor shall call 631-665-0662 prior to the day of delivery to coordinate meeting place and time.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

It is to be noted that during the term of this contract, the Authority may place additional pumping stations in service. These new sites will also be supplied and payment for these sites will be the same as that listed in the Bidder's Proposal.

Protection of Existing Structures

Special precautions shall be taken to insure safety of existing buildings and structures on the site, including hydrants, fences, gates, lawn areas, trees, and other items in the vicinity of the Work site. The Contractor shall take special care to stay on the paved road areas within the Site, driving off the paved areas will cause damage to the lawn areas and the Contractor will be required to repair. The Contractor will be responsible to repair any damage they cause at the Site to the satisfaction of the Authority.

Cleaning up

Remove any spilled liquid sodium hydroxide and all other debris and rubbish from the Site as fast as it accumulates during the progress of the Work. On completion of the Work, the premises shall be left in a clean, presentable condition.

2.20 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

Intentionally Omitted

2.21 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the selected Bidder, the Bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of 365 calendar days after the date of acceptance of the labor, materials and/or equipment by SCWA. This warranty requirement shall remain in force for the full period identified above; regardless of whether the selected Bidder is under contract with SCWA at the time of defect. Any payment by SCWA for the goods or services received from the selected Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The selected Bidder shall promptly correct any deficiency, at no cost to SCWA, within 10 calendar days after SCWA notifies the selected Bidder of such deficiency in writing. If the selected Bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, SCWA may, at its discretion, notify the selected Bidder, in writing, that the selected Bidder may be debarred as a SCWA vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of SCWA within ten (10) calendar days of receipt of the notice. If the selected Bidder fails to satisfy the warranty within the

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK

period specified in the notice, SCWA may (a) place the selected Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the selected Bidder for any additional costs that are incurred by SCWA for this work or items; either through a credit memorandum or through invoicing.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this solicitation shall be in accordance with all governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Sanitation Foundation (NSF), the Occupation Safety and Health Administration (OSHA), and American Water Works Association (AWWA).

It shall be the responsibility of all selected Bidders to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities on this solicitation during the term of the contract.

2.23 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR

The selected Bidder shall file, process, and collect all damage claims against the shipper.

2.24 EQUIPMENT / PRODUCT SHALL BE MOST RECENT MODEL AVAILABLE

Intentionally Omitted

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Bidder in conjunction with the resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to SCWA by the selected Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the selected Bidder at the Bidder's expense and the contract cancelled and/or (2) SCWA may require the selected Bidder to replace the materials at the selected Bidder's expense.

2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The selected Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall include information pertaining to tare weight and laden weight to ascertain weight of actual product delivered and shall be made available to SCWA's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK

2.27 PATENTS AND ROYALTIES

The selected Bidder, without exception, shall indemnify and save harmless SCWA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the selected Bidder. The selected Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by selected Bidder, or is based solely and exclusively upon SCWA's alteration of the article. The selected Bidder will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the selected Bidder may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, SCWA agrees to return the article on request to the selected Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the selected Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While SCWA has listed all major items within this solicitation which are utilized by SCWA departments in conjunction with their operations, there may be similar items that must be purchased by SCWA during the term of this contract. Under these circumstances, a SCWA representative will contact the primary selected bidder to obtain a price quote for the similar items. If there are multiple selected Bidders on the contract, SCWA representative may also obtain price quotes from these Bidders. SCWA reserves the right to award these similar items to the primary selected Bidder, another selected Bidder based on the lowest price quoted, or to acquire the items through another means.

2.29 REPAIRS AND PARTS MANUALS TO BE PROVIDED

Intentionally Omitted

2.30 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered commodities do not conform to the specifications, SCWA shall require replacement within a reasonable length of time and may cancel the contract for cause.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK

2.31 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.

2.32 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

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 2- INSTRUCTION TO BIDDERS**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK
COUNTY, NEW YORK**

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.

2.33 LICENSES

If Applicable: "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."

2.34 CERTIFIED PAYROLL (Not Applicable)

Intentionally Omitted

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 3- SPECIFICATIONS (SCOPE OF WORK)**

FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE, SUFFOLK COUNTY, NEW YORK

3.1 GENERAL

The work under this contract consists of Furnishing and Delivering Liquid Caustic Soda to various sites of the Suffolk County Water Authority as listed below:

Station Name	General Location	Caustic Tank Capacity
Broadhollow Rd.	West side of Broadhollow Rd.; S of Melville Rd.	2000 Gallon tank (1800 Gal. working capacity)
Smith St. (EF)	South side of Smith St.; E of Broadhollow Rd.	4000 Gallon tank (3900 Gal. working capacity)

Contractors are advised to familiarize themselves with the bulk storage tanks, their locations, and their associated equipment and safety alarms.

Based upon East Farmingdale records from the past few years, the following quantities of material will be used for purposes of determining the low bidder. The Authority makes no representation or guarantee that the quantities set forth herein for bid computation purposes are either minimum or maximum amounts of materials to be furnished under the terms of contract.

<u>Description</u>	<u>Estimated Bid Quantity</u>
Liquid Caustic Soda - Bulk Delivery	10,000 gallons

3.2 MATERIAL

Liquid Caustic Soda shall conform to the latest editions of AWWA B501-13 Standard for Sodium Hydroxide (Caustic Soda) & ANSI/NSF Standard 60.

Liquid Caustic Soda shall be regular grade, and shall contain 50% NaOH, as measured by test methods in AWWA B501-13, section 5.4. If the percent NaOH by weight is found to be less than 50%, the actual measured percent shall be divided by 50 to determine the percent of payment for that delivered quantity.

The product supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide. The product shall be free of impurities. Prior to acceptance of a delivery, a sample of product will be obtained and checked for specific gravity and pH. A visual inspection will also be performed to check color, odor, turbidity and for particulates and foreign matter which may be present. Failure of the product to meet or exceed these specifications will be cause for rejection of shipment.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 4- BIDDERS PROPOSAL**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE,
SUFFOLK COUNTY, NEW YORK**

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 during the period from January 1, 2017 to December 31, 2017, 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 PRICES
(Bidder Shall Fill Out Both Prices and Amounts)

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. BID QUANTITY</u>	<u>UNIT BID PRICE</u>	<u>ESTIMATED AMOUNT</u>
1	Liquid Caustic Soda - Bulk Delivery 50%	10,000 gallons	\$	\$

*Certified Check, Cashier's Check or Bid Bond to be Five (5%) Percent of this amount.

**Material Safety Data Sheets for the product being offered shall be submitted with the proposal.
Proof of NSF Compliance shall be submitted with 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.

***** All pages (20 thru 28) of Bidder's Proposal must be completed and returned with Bid Package *****

Bidder's (Company) Name: _____

Authorized Name of Signatory: _____

Bidder's Signature: _____ Date: _____

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 4- BIDDERS PROPOSAL**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE,
SUFFOLK COUNTY, NEW YORK**

4.1 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.

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.

**SUFFOLK COUNTY WATER AUTHORITY
SECTION 4- BIDDERS PROPOSAL**

**FURNISH AND DELIVER LIQUID CAUSTIC SODA TO SUFFOLK COUNTY WATER AUTHORITY PUMP
STATION LOCATED AT BROADHOLLOW ROAD AND SMITH STREET EAST FARMINGDALE,
SUFFOLK COUNTY, NEW YORK**

* * *

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.

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional information on reverse if necessary)

All questions must be answered

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: _____



EXHIBIT B

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



EXHIBIT C

Insurance Carrier or Agent's Acknowledgment

Contract No. 7390

Project Description:

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: _____

Email Address: _____

Fax No.: _____

Phone No.: _____

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
 - Material is Delivered by common carrier
- 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
- 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 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.)



EXHIBIT D

CONTACT INFO

CONTRACT NO. 7390

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:	

Business Name:	
Business Address of Contractor:	
Contact Person for Contract Follow-Up:	
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	

This page must be fully completed