



Office of Financial Services
Purchasing Department

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

RFP 1522

**CONSULTING SERVICES
FOR REVIEW AND UPDATING OF THE
LONG ISLAND COMMISSION FOR AQUIFER PROTECTION
GROUNDWATER MANAGEMENT PLAN
AND WRITING OF THE
WRIS and WROS SUBCOMMITTEE REPORTS**



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July 2, 2018

RFP 1522 – Consultant Services – Review and Updating of the Long Island Commission for Aquifer Protection Interim Groundwater Management Plan and Writing of the WRIS and WROS Subcommittee Reports

Suffolk County Water Authority (SCWA), a public benefit corporation based in Oakdale, on behalf of the Long Island Commission for Aquifer Protection (LICAP) seeks proposals for Consultant Services.

Deadline for submission: **Three (3) copies of your proposal** including company overview, client list, relevant history and qualifications shall be delivered to **SCWA, Purchasing Department, 3525 Sunrise Highway, Great River, NY 11739, not later than 12:00 noon EST, July 16, 2018.**

Proposal must be submitted in a sealed envelope or carton, clearly marked with "Request for Proposal **1522 – Consultant Services**," the date, and the name of the proposer. Any materials that are not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimiles or emails of unsealed proposals will not be accepted under any circumstances.

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. **Consultants 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 for updated questions and answers, or addenda. Questions must be received no later than 72 hours prior to the bid date.

If mailing your proposal through the POST OFFICE, please use the following address: SCWA 4060 Sunrise Highway, PO Box 38, Oakdale, New York 11769, Attn: Purchasing Director. If sending your proposal overnight using Federal Express or UPS shipments use 3525 Sunrise Highway, Great River, NY 11739, Attn: Purchasing Director

Project Schedule

The following Project Schedule is provided for information only. LICAP reserves the option of amending the schedule as deemed necessary.

RFP Transmitted to Proposers	July 2, 2018
Close of Contractor Questions	July 13, 2018
RFP Due Date	July 16, 2018
Contract Award Date	TBD

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: The Suffolk County Water Authority (SCWA), a public benefit corporation based in Oakdale, on behalf of the Long Island Commission for Aquifer Protection (LICAP) seeks proposals for Consultant Services.

Invitation to Bid (ITB) documents are available for you to download by login in to the following websites www.scwa.com; or www.empirestatebidsystem.com.

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.

Deadline for submission - Your proposal shall be delivered to SCWA, Purchasing Department, 3525 Sunrise Hwy, Great River, NY 11739, not later than **July 16, 2018, 12:00 p.m., EST.**

Minority and Women Owned Businesses are encouraged to bid.

By Order of the
SUFFOLK COUNTY WATER AUTHORITY



Jeffrey W. Szabo, Chief Executive Officer

RFP 1522
July 2, 2018

RFP Terms and Conditions

1. All proposals shall constitute an “offer” to provide the requested goods or services and in no way shall be construed as a commitment to award a contract, issue a Purchase Order, or to pay any costs associated with the preparation or submission of a proposal.
2. Upon submission, all proposals shall become the property of LICAP and shall be part of LICAP's official files without any further obligation.
3. In the event a Proposer submits confidential and proprietary information, the information must be clearly labeled as "Confidential and Proprietary" LICAP shall maintain the confidentiality of such trade secrets to the extent provided by law.
4. Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any member, officer, agent, contractor or employee of LICAP or SCWA for the purpose of influencing consideration of a proposal.
5. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) that may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
6. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements and specifications of the RFP. Submission of a proposal shall constitute acknowledgement of, and agreement with, said requirements and specifications.
7. Proposer(s) will be expected to adhere to all standard contractual terms and conditions.
8. LICAP reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
9. LICAP reserves the right to waive any formality connected with this RFP.
10. LICAP reserves the right to request clarification of any proposal after all proposals have been received.
11. While it is not LICAP's intent to "split" the award between multiple Consultants, LICAP reserves the right to select elements/products from different proposals and to award or combine them in anyway, including, but not limited to awarding multiple contracts or dividing the work between multiple Consultants.
12. LICAP reserves the right to reduce the scope of the project or a specific element and evaluate and/or award only the remaining scope or elements.

I. INTRODUCTION

A. SCOPE OF PROJECT:

The Long Island Commission for Aquifer Protection (LICAP) hereby issues this RFP seeking a Consultant who can work with the various stakeholders within the water industry and scientific community to review available data and information in order to provide two comprehensive subcommittee reports, a separate report on private wells, and to finalize LICAP's Interim Groundwater Resources Management Plan, which is to be used as a basis for this work.

The Interim Plan needs to be finalized by December 2018. Finalization requires that three sections of the Interim Plan be expanded significantly and its readability enhanced through final editing and the inclusion of appropriate graphics.

Therefore, the scope of this RFP requires the Consultant to perform the following tasks:

1. Create two subcommittee reports
2. Create a report pertaining to private wells on Long Island
3. Expand three sections of the Interim Plan
4. Provide minor editing and proofreading, and furnish graphics for publication in the Final Plan.

The level of detail of each report should be commensurate with the level of detail contained within the Interim Plan.

The Consultant will meet on a biweekly basis with the LICAP project manager at the Consultant's office to review progress of the work. Additionally, the Consultant shall make two formal presentations at LICAP public meetings – one presentation at the 50% completion milestone and one at the 100% completion milestone. All work under this RFP is to be completed by December 31, 2018.

Due to budgetary constraints the total cost shall not exceed \$150,000.

B. BACKGROUND

LICAP has two subcommittees, the 2040 Water Resources and infrastructure Subcommittee (WRIS) and the Water Resource Opportunities Subcommittee (WROS). As per the LICAP enabling legislation, the two subcommittees are required to publish their own separate Plans relative to their mandates. The WRIS is required to develop a 2040 WRIS Plan to identify long-term risks to the water supply industry created by global climate change. The 2040 WRIS Plan is to contain recommendations on measures to strengthen public water distribution systems against these long term risks, including, but not limited to, the development of well placement criteria, mechanism for hardening water distribution system infrastructure in coastal areas and loss mitigation strategies, including methods for isolating vulnerable portions of the distribution system during an event. Potential changes in water quality due to climate change are also to be considered.

The Water Resource Opportunities Subcommittee is required to identify and quantify short term risks to groundwater resources, specifically known contamination impacts.

C. TASKS

1. LICAP Subcommittee (WROS AND WRIS) Reports

The WROS was established as part of the original LICAP enabling legislation to identify and quantify short-term risks to groundwater. The WROS will look at potential short-term risks facing water suppliers, treatment and distribution of potable from our sole source aquifer. Some short-term risks include pending water quality regulations, increasing demand for water during the peak season, plans for additional sewerage throughout Suffolk County, and groundwater contamination specific to volatile organic compounds, nitrates, perchlorate, carcinogenic volatile organic compounds, pharmaceuticals and personal care products, and salt water intrusion.

The WRIS was established in the original LICAP enabling legislation to develop a 2040 WRIS Plan identifying long term risks to the water supply industry created by global climate change. These risks include potential damages to infrastructure as well as potential water quality changes due to fluctuations in the position of the salt water interface. The 2040 WRIS Plan will also investigate ways that public water suppliers and other agencies involved in water supply in Nassau and Suffolk Counties can address these risks, by a combination of infrastructure and facilities management, regulatory changes, and alterations in consumer water usage.

a. The 2040 WRIS report must identify four major criteria in its investigations, as listed below.

- i. Identify the specific environmental changes that are likely to occur, including sea level rise and the resulting changes to the aquifer system (i.e., salt water/freshwater interface and overall water availability), and projected alterations in weather patterns and resulting effects on both aquifer recharge and consumer demand.
- ii. Determine what facility management responses will be needed to address environmental changes, including but not limited to long distance transmission of water, changes in well locations, and monitoring data requirements.
- iii. Determine what changes in water consumption patterns are needed. This may include, but need not be limited to, long distance transmission, interconnections and sharing agreements between adjacent water suppliers, and innovative conservations strategies.
- iv. Determine the regulatory requirements necessary to achieve the changes mentioned in the foregoing items.

b. The WROS report must identify the following:

- i. Identify potential short-term risks facing water suppliers concerning the treatment and distribution of potable water from Long Island's sole source aquifer. Such risks include, but are not limited to the following:
 - increasing seasonal peak demand,
 - additional sewerage throughout Suffolk County, and associated water quantity issues

- groundwater contamination due to such contaminants as
 - o volatile organic compounds,
 - o nitrates,
 - o perchlorate,
 - o emerging contaminants, including pharmaceuticals and personal care products
 - salt water intrusion
 - pending water quality regulations
- ii. The Consultant may also identify additional short-term risk factors facing one or more Long Island water suppliers not mentioned in this list.
 - iii. Determine which water suppliers are likely to be affected by these short term risk factors, and to what extent.
 - iv. Suggest ways for these suppliers to avoid or mitigate these risks.

2. Report on private wells on Long Island

The Consultant shall provide an estimate as to the number of private household wells on Long Island and shall delineate the sources of this information from which this estimate was obtained. The Consultant shall then approximate the infrastructure required to connect all of these private well owners to public water. Such infrastructure includes, but is not limited to, water mains, new or upgraded wells, additional well fields and pump stations, and storage tanks. The Consultant shall provide a generalized cost estimate for such infrastructure, and an estimate as to the total increase in public supply pumpage necessary (both average and peak) to supply private well owners with public water.

As an additional task in this new section, the Consultant shall outline a proposed enhanced private well water quality testing program. Key points shall include contaminants to test for, frequency of testing (i.e. annually, monthly, etc.), and review alternatives, to cost-effectively enhance and expand existing service models for private well testing. Generalized cost estimates and staffing requirements for such an enhanced program shall also be provided as part of this task

3. Expand three sections of the LICAP Final Groundwater Management Plan

The Interim LICAP Groundwater Management Plan is comprised of 17 reports on numerous topics relating to Long Island Groundwater that were authored by members of LICAP. These reports and their summaries are available for review on LICAP's website. The following reports are in need of significant reworking and enhancement by the Consultant:

- a. **Wastewater Management in Nassau and Suffolk Counties.** The enhanced report shall include sections devoted to recovery, reuse, and potential recharge of wastewater, and shall discuss in detail the infrastructure costs and the health impacts (both human and environmental) of such recovery, reuse, and recharge. Additionally, the enhanced report shall include a thorough discussion of the infrastructure costs, and water quantity, water quality, and health impacts of sewer expansion in Suffolk County.

- b. Reactivation of public supply wells in Queens.** The Consultant shall examine the possibility of New York City supplying potable water (from the upstate reservoirs as well as the Queens wells) to suppliers in western Nassau County affected by salt water intrusion. Included in this report shall be a generalized description of the infrastructure necessary (and the general costs thereof) for providing this supply, as well as the generalized hydrogeologic impacts (positive or negative) on the aquifer system from these changes in supply.
- c. Regional contamination events in Suffolk County.** The original report included in the Interim Plan focused almost exclusively on significant Nassau County regional contamination events. Suffolk County has experienced similar aquifer contamination from sites such as Northville, Lawrence Aviation, and Brookhaven National Laboratory. Additionally, regional contamination from Aldicarb and other widely used chemicals has also affected groundwater in Suffolk County.

4. Editing and Proofreading the Interim Groundwater Management Plan

- a.** The Interim Groundwater Management Plan will be modified and expanded, pursuant to input previously received from members of LICAP. The core elements of the Groundwater Management Plan will consist of topics addressed in the 17 underlying foundational reports. The Plan will be reorganized along the following lines:
 - i. The Plan will include meaningful and holistic strategy which outlines priorities for each County, as well as the region as a whole.
 - ii. The Plan should include, where possible, cost estimates, benefits, responsible entities, timeframes, and next steps. It should serve as a roadmap for funding entities, as well as agencies and stakeholders responsible for implementation and tracking of progress.
- b.** The consultant should plan on incorporating input from LICAP members. Biweekly meetings with the LICAP project manager and other LICAP members will facilitate this. The following steps are envisioned in this Task:
 - i. Hold an initial “Kick Off” meeting with all LICAP stakeholders
 - ii. Prepare a draft plan (with an executive summary, and summary table of actions)
 - iii. Prepare a revised draft plan to incorporate LICAP Board comments.
 - iv. Prepare a final plan to incorporate public comments after hearings.
- c.** After the Kick off meeting, the consultant should be prepared to meet individually with representatives from Nassau and Suffolk Counties to fully understand each County’s needs.

II. QUALIFICATIONS AND GENERAL REQUIREMENTS

The proposal shall include the firm's qualifications and the intended staff to be assigned to this project. The proposal should include as much information as necessary regarding the firm's involvement in the Environmental Industry, with specific details pertaining to the potable water supply sector and its relevance to the services requested.

The proposal shall include all fees as compensation for work necessary to provide the final reports and a proposed payment schedule. Such work may include any meetings with appropriate staff and presentations to the LICAP Board and/or the public as deemed necessary by LICAP, in order to communicate the report's findings. The proposal shall provide the level of staffing required, their respective hourly rate, and the estimated number of hours required to complete the reports. If applicable, the proposal shall also provide information on all anticipated out of pocket expenses as a separate item of expense.

III. PROPOSAL EVALUATION

Evaluation of the proposals shall be made by a team made up of LICAP representatives. The criteria for selection of the successful Consultant shall be based upon the following:

- A. The degree in which the proposal meets or exceeds the general requirements of the RFP.
- B. Experience of the Consultant /qualifications of proposed staff.
- C. Cost

IV. BASIS FOR AWARD:

The RFP will be awarded to the bidder whose proposal, in the opinion of the evaluators, is most advantageous to LICAP. **The most advantageous proposal may or may not be the lowest price.**

V. PROPOSAL TERMS & INSURANCE REQUIREMENTS

- A. **Contract Period:** This contract term will expire upon completion of the required tasks and LICAP's acceptance of the same.
- B. **Option to Extend:** This contract may be extended for a period of six (6) months at the same prices, if agreed upon in writing by both parties within sixty (60) days of expiration of this Agreement.
- C. **Statement that acknowledges:** 1) the Proposer has read and understands the requirements of the RFP; 2) has carefully examined the conditions and factors that may impact the performance of the work, 3) agrees with the terms and conditions of the RFP, and 4) that LICAP or SCWA shall not be responsible for any error or inaccuracy in the RFP or any cost associated with submission of the proposal.

PROPOSER ACKNOWLEDGEMENT OF RFP REQUIREMENTS

DATE: _____

COMPANY NAME: _____
(LEGAL NAME)

COMPANY ADDRESS: _____

PRINTED NAME: _____

SIGNATURE: _____
(AUTHORIZED AGENT)

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

VI. CONTRACT ADMINISTRATION

The selected Consultant's performance shall conform to the requirements of this RFP, including, but not limited to, quality and timeliness of performance, and fiscal administration and accountability. LICAP may terminate this Contract based upon the Consultant deficient performance. The selected Consultant shall enter into an Agreement with LICAP prior to commence any activities under this RFP.

VII. INSURANCE INFORMATION

The Consultant shall not be considered "approved" until it has obtained all insurance required under this Contract and such insurance has been approved by the Authority.

Insurance coverage throughout the term of this Agreement and any amendment and/or renewal hereof shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Department of Financial Services and rated by "A. M. Best" at "A-" or better, or as otherwise deemed acceptable by the Suffolk County Water Authority/LICAP.

Insurance coverage shall be evidenced by a Certificate(s) of Insurance (the "Certificate") submitted on an "Acord" or equivalent form, which equivalent form to be acceptable to Suffolk County Water Authority/LICAP. The Suffolk County Water Authority/LICAP shall have the right to reject a Certificate if it reasonably deems that the Certificate does not meet the insurance requirements provided for in this Agreement and any amendment and/or renewal hereof. Certificate(s) documenting the Consultant's continued compliance with this Paragraph shall be provided to Suffolk County Water

Authority/LICAP throughout the term of this Agreement or any amendment and/or renewal hereof.

Certificate holder should read: Suffolk County Water Authority and LICAP
Attention: Risk Management
4060 Sunrise Highway
P.O. Box 38
Oakdale, NY 11769

Thirty (30) days' notice of cancellation, non-renewal or reduction of coverage is required.

The interest of Suffolk County Water Authority and LICAP, as additional insured for ongoing operations and completed operations as primary insurance with no responsibility for payment of premium shall be added to all policies other than Workers' Compensation liability. Evidence of this extension may be by a blanket additional insured endorsement to the policy, such endorsement to be submitted to Suffolk County Water Authority/LICAP with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable. Suffolk County Water Authority/LICAP shall bear no responsibility for the payment of the Consultant's premiums and the Consultant shall be responsible for any deductibles or retentions that may apply under any of the policies.

Coverage shall be obtained and maintained throughout the life of this Agreement and any amendment and/or renewal hereof as follows:

A. Automobile Liability: (if any vehicles are used by the Consultant or their subcontractors in the performance of this Contract)

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

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection as per the statute.

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 an injured employee/third party action over exclusion. Products and Completed Operations to be maintained for a period of two (2) years after the termination or expiration of this Agreement.

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 the 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.

C. Workers' Compensation:

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

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.

D. Professional Errors & Omissions Liability

Form: The Consultant shall provide evidence that Professional Errors & Omissions Liability insurance will be provided by the Consultant and subcontractor(s), providing design services and/or any certification of work/product pursuant to this agreement, including but not limited to any act, error or omission in the rendering of professional services.

Limits: \$1,000,000 per occurrence, \$1,000,000 aggregate

E. Miscellaneous:

i. All contracts between the Consultant and a Subcontractor shall contain terms and conditions that require the Subcontractor to include the Suffolk County Water Authority and LICAP as an additional insured under all primary and excess liability policies. Such policies include General Liability and Auto Liability. The contractor shall furnish to Suffolk County Water Authority/LICAP evidence of this provision contained in their contract with the subcontractor.

ii. Suffolk County Water Authority and LICAP must be notified of any substantial impairment of any of the above limits at the inception of and/or during the term of this Agreement.

iii. All Certificates must contain the following provisions:

- Contract Number
- Indicate Suffolk County Water Authority and LICAP are an Additional Insured
- Location and nature of activities.
- The time period the Certificate covers. A new certificate shall be provided if any coverage expires within the term of this contract.

iv. All subcontractors shall adhere to all provisions contained in this insurance section (unless otherwise deemed applicable by Suffolk County Water Authority/LICAP) and provide certificates of insurance evidencing such coverage.

- v. The Suffolk County Water Authority and LICAP shall be the sole judge in determining the acceptability of insurance requirements and whether Consultant has complied with the requirements of this Section.

Insurance Carrier or Agent's Acknowledgment

RFP 1522

Project Description: Consultant Services

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

Address: _____

E-Mail Address: _____

Telephone: _____

Fax: _____

Please review the SCWA insurance requirements for this proposal, which are listed on pages 10 & 13. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

- Automobile Liability
- General Liability
- Professional Errors & Omissions Liability
- Workers Compensation

We have reviewed the insurance requirements set forth in the above proposal and are capable of providing such insurance to our insured in accordance with such requirements in the event the proposal 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 proposal and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the proposal, 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.)

VIII. MISCELLANEOUS PROVISIONS

A. Indemnification

The Consultant 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 LICAP or SCWA or any of their respective members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of LICAP, SCWA and/or of others resulting from the performance of the Contract, or through any act or omission on the part of the Consultant or its agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Consultant, its agents, employees, servants or subcontractor(s) in the performance of the Contract, and Consultant understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, LICAP and/or SCWA, their respective 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 of its subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the Contract.

B. Confidential Information

LICAP is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain LICAP records are subject to public inspection upon request. However, trade secrets or information submitted to LICAP 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. LICAP 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.

C. Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between LICAP 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 LICAP or SCWA 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 LICAP (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. LICAP 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, LICAP 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 LICAP's Guideline Regarding Contacts During an Authority Procurement at www.scwa.com.

LICAP and SCWA reserves the right to disqualify any bidder which makes unauthorized contacts to LICAP or 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.

D. 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, Consultant (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, Consultant 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. Consultant 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 LICAP or CWA receive information that a person is in violation of the above-referenced certification, LICAP 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 LICAP shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Consultant in default.

LICAP 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.

IX FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

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

Address:_____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number:_____

Date:_____

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

(Please circle): No Yes

If yes, please answer 2 thru 4 questions:

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

(Please circle): No Yes

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

(Please circle): No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility:_____

Basis of Finding of Non-Responsibility:_____

(Add additional information on reverse if necessary)

Bidder's must answer questions 5 & 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: _____

X. 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

XI. RFP 1522

Name:	
Signature:	
	PRINT OR TYPE NAME OF PERSON SIGNING PROPOSAL

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS**
- WOMAN OWNED BUSINESS**

Company Name:	
Company Address:	
Contact Person for Proposal Follow-Up:	
Business Contact Telephone:	
Cell Number:	
E-Mail Address:	
Fax Number:	