

**NOTICE TO BIDDERS****MASSAPEQUA WATER DISTRICT  
ANNUAL WELL AND BOOSTER PUMP REPAIR  
AND MAINTENANCE  
CONTRACT# 2021-10**

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners of the Massapequa Water District invites bids on a Contract for the “ANNUAL WELL AND BOOSTER PUMP REPAIR AND MAINTENANCE”.

All bids must be in sealed envelopes, addressed to the Board of Commissioners of the Massapequa Water District and marked on the outside, “**BID FOR ANNUAL WELL AND BOOSTER PUMP REPAIR AND MAINTENANCE**”, and delivered to the Massapequa Water District at its business office at 84 Grand Avenue, Massapequa, New York 11758, on or before October 5, 2021 at 10:00 a.m. at which time they will be publicly opened and read aloud.

Each bid must be on the form furnished by the Board of Commissioners and must be accompanied by a bid bond or certified check payable to "**Massapequa Water District**", in an amount of at least five (5%) percent of the total amount of the bid, said security to be forfeited to the Water District as liquidated damages in case of failure of the successful bidder to enter into a contract for the execution of the work within ten (10) days after written notice from the Board to do so has been mailed to the bidder's address as stated in its proposal.

Bid packet including this Notice to Bidders, Instructions to Bidders, Bid Form, and Form of Contract, may be obtained at the business office of the Massapequa Water District beginning September 20, 2021 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays).

The Board of Commissioners reserves the right to reject any and all bids. The successful bidder may be required to furnish an adequate surety bond for the full and faithful performance of the contract awarded to it.

Dated: September 17, 2021

By: Stanley J. Carey, Superintendent  
Massapequa Water District

## SECTION A INSTRUCTION TO BIDDERS, GENERAL SPECIFICATIONS AND CONDITIONS

### **1.0 Contract Documents**

(a) Each contractor who submits a bid proposal in response to these instructions (each, a “bidder”) is requested to read carefully the **Notice to Bidders, Instructions to Bidders, General Specifications and Conditions, Detailed Specifications, Scope of Work Bid Proposal, and Contract Agreement**, because in fairness to those who submit bids properly, bidders will be held to strict compliance with such documents.

(b) All of the terms of the Contract Documents are integral parts of the Contract between the Massapequa Water District and the bidder to whom the Contract is awarded, and their provisions shall govern the performance and execution of the work to be done and/or the services to be rendered under the Contract. It is also the intent of these Specifications that the Contractor shall furnish, supply and deliver all labor, material, tools and equipment required for the proper performance and completion of the work, including any items not particularly mentioned in these Specifications but obviously necessary for the proper performance of the work. Wherever any feature of the work is not fully set forth in these specifications, it shall be completed in a manner conforming to the best modern practice in work of this character. The Contractor shall be required to complete the work and leave it and the subject property in first class condition during the term of the contract.

### **2.0 Submission of Bids**

(a) Bids must be submitted to the Board of Commissioners on forms attached hereto. Bids which are incomplete, conditional, or obscure, as determined by the Board of Commissioners in their sole discretion, may be rejected by the Water District as not meeting bid specifications.

(b) All bids received after the designated time as stated in the Notice to Bidders will not be considered by the Water District and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail, and the bidder assumes the responsibility for having its bid deposited with the Water District Superintendent.

(c) The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the work, labor, materials, and equipment required, and can perform the work, furnish the labor, materials, and equipment satisfactorily to the full intent of the Contract without any extras. Its bid price shall include the full cost to the Water District for the furnishing of all labor, material, and equipment required by the Contract.

### **3.0 – Award of Contract**

(a) The award of the Contract shall be made according to law as soon as practical after the public opening of bids.

(b) The Contract, at the discretion of the Water District, may be awarded on the basis of competitive bids to the lowest responsible bidder for one year, or one year with an option for one additional year or two additional years.

(c) The Water District will not award the Contract to any bidder who does not furnish satisfactory evidence that it is responsible and that it has sufficient capital, ability, experience, equipment, and plant to enable it to prosecute the work successfully, and to fulfill all of the requirements of the Contract.

#### **4.0 – Disclosures Required in Form of Bid**

Each bidder is required to state in its bid the names and places of residence of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same Contract, and that it is in all respects fair and without collusion or fraud; also, that no member of the Board of Commissioners or any other officer of the Water District, or any person in the employ of said Water District is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates, or in any other portion of the profits thereof.

#### **5.0 – Company in Default**

No bid will be considered from any person who is in arrears to the Water District, or who is in default as surety, in its own capacity or otherwise, upon any obligation to the Water District, nor shall a bid be considered from any contractor whose performance of any previous Contract with the Water District has been unsatisfactory in the opinion of the Board of Commissioners.

#### **6.0 – Prices for One Year with Option for Two Additional Years**

The Water District is seeking bids for a Contract for one year October 2021 to September, 2022, with an option for an additional year from October 2022 to September 2023.

#### **7.0 – No Assignments**

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract, or its right, title, or interest therein, or its power to execute such Contract, to any other person or corporation without the prior written consent of the Board of Commissioners, which may be withheld for any or for no reason.

#### **8.0 – Extension of Contract to Members of Long Island Water Conference Purchasing Cooperative**

Pursuant to the authority granted this District under Section 16 of the General Municipal Law, the successful bidder must extend the terms and conditions of his contract for “apparatus, material, equipment or supplies” to those governmental entities which are members of the Long Island Water Conference Purchasing Cooperative specifically:

- Jericho Water District
- Port Washington Water District
- Bethpage Water District
- Garden City Park Water District
- Oyster Bay Water District

- South Farmingdale Water District
- Hicksville Water District
- Roslyn Water District
- Franklin Square Water District
- Greenlawn Water District
- Plainview Water District
- Farmingdale Village
- Carl Place Water District
- Town of Riverhead Water District
- Locust Valley Water District
- South Huntington Water District
- Town of Oyster Bay
- West Hempstead – Hempstead Gardens Water District
- Village of Old Westbury
- Manhasset-Lakeville Water District
- Water Authority of Great Neck North

### **9.0 Bid Bond**

Each bid must be accompanied by a bid bond written by a surety company authorized to write such bonds in the State of New York, which has an A.M. Best rating of “A-VIII” or better, or CERTIFIED CHECK or OFFICIAL CHECK issued by a bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the Board of Water Commissioners, in either case in an amount not less than 5% of the sum bid for the Contract for one year, to guarantee that the bidder will execute the Contract and deliver any required payment and performance bonds and insurance within the stipulated time.

### **10.0 Contract with Guarantee**

Contractor shall guarantee all work at date of completion for sixteen (16) months for any workmanship or material failures.

### **11.0 Insurance**

Contractors performing work within the Massapequa Water District service area or on behalf of the Water District, at its own expense, will be required to procure the following insurance to be effective throughout the life of the project, covering any operations by itself or by any subcontractor. The required insurance certificates must be submitted within ten (10) days of the issuance of notification of the award of the bid or ten (10) days prior to the scheduled date of the work, and the Water District shall not be obligated to make any payments to the contractor pursuant to this agreement until such time as the Water District has received such insurance certificates.

- a) Workers’ Compensation Insurance in accordance with the laws of the State of New York. Failure to comply with this provision shall make the contract void.
- b) Pollution Liability Insurance.

c) Liability insurance for property damage (including but not limited to, coverage for injury or death of any person or damage to property occurring with respect to the work) shall consist of a policy or policies containing the following minimum coverage and limits and shall be maintained throughout the life of the contract:

a.) Commercial General Liability:

- \$2,000,000.00 Products/Completed Operations Aggregate;
- \$2,000,000.00 Products/Combined Single Limit for bodily injury and property damage liability;
- \$1,000,000.00 Any One Occurrence; and
- \$1,000,000.00 Any One Person or Organization.

b.) Automobile Liability (Comprehensive Coverage):

- \$1,000,000.00 Any One Occurrence, for bodily injury and property damage liability, including but not limited to, personal injury protection.

c.) Premises/Operations, Contractor's Protective, Contractual Liability, covering any liability assumed by the agreement, including but not limited to personal injury ("Umbrella Coverage"):

- \$2,000,000.00 Products/Completed Operations Aggregate;
- \$2,000,000.00 General Aggregate;
- \$1,000,000.00 Any One Occurrence; and
- \$1,000,000.00 Any One Person or Organization.

d.) Employer's Liability:

- \$1,000,000.00 Per Occurrence;
- \$1,000,000.00 Per Employee or Per Occurrence for Injury or Disease; and
- \$500,000.00 Aggregate for Injury by Disease.

The District shall be named as additional insured on all of the liability policies of the contractor. All policies are to be issued by insurance companies licensed to do business in the State of New York and to have a policy holder's rating of at least "A" and an "FPR" rating of at least "7" as listed at the time of issuance by AM Best Insurance Reports or such other ratings as agreed to by the District.

The Insurance Policies required for the work shall not in the aggregate have deductibles in excess of \$10,000.

All policies must include an endorsement, if not clearly set forth in the policy, to the effect that the insurance of the type afforded by the policy applies to all of the operations on and off the site of the project, which are undertaken by the insured during the performance of his contract or subcontract. The Contractor shall provide the Water District upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

All policies must be endorsed to provide thirty (30) days notice to the Massapequa Water District prior to change in or Cancellation of said policies.

*The failure of the successful bidder to provide the required Performance Bond and Insurance Certificate within the aforementioned time period shall render the bid award at the discretion of the District, null and void.*

### **12.0 Superintendent-foreman**

The Contractor shall give his personal attention to the work and shall employ and retain at the premises while the work is in progress, a competent foreman or superintendent. Instructions given by the Water District or its authorized representative to such foreman or head supervisor shall be considered as having been given to the Contractor.

### **13.0 Bidder's Statements**

Each proposal must be accompanied by a statement of the bidder or, in the case of a corporation, one of its officers showing the following:

- a) The name of a bank or other financial institution as a reference for the financial responsibility of the bidder.
- b) A list of reference contacts for well and booster pump repair and maintenance projects of the same general character and scope as specified herein which the bidder has completed within the last five (5) years.

### **14.0 Bidder's Responsibility**

The Water District shall not be responsible for any misunderstanding as to the nature and exact amount of work to be performed under this contract. Each bidder must visit the various sites involved with the Chairman of the Board of Water Commissioners or its authorized representative, carefully read the specifications and ascertain for himself the nature and exact amount of work to be performed and he shall not at any time after the submission of his bid, dispute or complain thereof.

### **15.0 Liquidated Damages**

The successful bidder will be required to execute a written Contract prepared by the Water District, within the time specified. If the successful bidder fails or refuses to enter into such contract, and/or to provide the required Performance Bond and insurance documents, as set forth in the specifications, the bidder's security may, at the option of the District, be retained as liquidated damages for such a default.

### **16.0 Supervision**

All work shall be performed under the immediate supervision of the District or its authorized representative, who will make frequent inspections to assure compliance with the contract documents.

### **17.0 Labor Force**

During this period, the Contractor shall employ a sufficient number of personnel who are qualified for this work, as determined by the District or its authorized representatives, in order to execute the work under this contract efficiently and in a thorough workmanlike manner. At least one of the Contractor's labor force attending to each of the sites shall be a skilled pump mechanic.

### **18.0 Labor Rates**

NOTICE TO CONTRACTOR: Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workers, and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workers and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

The Contractor shall comply with the provisions of sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under the non-discrimination clauses and such sections of the Executive Law, and will permit access to his or her books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

### **19.0 Equipment**

The Contractor shall furnish and maintain all equipment necessary for the performance of this work .

## **20.0 Non-Collusion:**

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

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (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 sub-paragraph 1A.

- C. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

## **21.0 Waiver of Immunity**



The contractor (bidder) states that he is familiar with Chapter 94 of Sections 103A and 103B of the General Municipal Law of the State of New York and that any refusal on his part when called before a Grand Jury to testify concerning this transaction or transaction had with the Massapequa Water District, or to sign a waiver of immunity against a subsequent criminal prosecution, or to answer any relevant questions concerning such transaction or contract, shall thereafter render such firm, partnership or corporation disqualified from receiving awards or entering into any contracts for a period of five (5) years after such refusal.

Any contract so made without the foregoing declaration shall be subject to cancellation or termination by the Massapequa Water District without said District incurring any penalty or damages on account of such cancellation or termination.

### **22.0 Defense of Action or Suits**

The Contract to be provided after the award of the bid shall specify that neither the Water District nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work or to any part or parts thereof, or to any materials, equipment or other property that may be used or placed upon the ground during the progress of the work. The contractor shall indemnify and save harmless the Water District from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgment of every nature and description brought or recovered against him by reason of any act or omission of the said contractor, his agents or employees, in the execution of the work or in the guarding of it.

The contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the Water District, as will protect the Water District from contingent liability under this Contract, and the Water District's right to enforce against the contractor any provision of this article shall be contingent upon the full compliance by the Water District with the terms of such insurance policy or policies, a copy of which will be deposited with the Water District.

### **23.0 Superintendent's Decision**

All work under this Contract shall be done to the satisfaction of the District Superintendent, who shall at all times have access to the work, and who may order the dismissal of such workers as he may deem unsatisfactory or may require the contractor to remove from the premises such materials or work as, in the opinion of the Superintendent, are not in accordance with the specifications, and to substitute therefor without delay, other work and materials and the expense of doing so and of making good other work disturbed by the change, shall be borne by the contractor. The Superintendent shall also determine the amount, quality, acceptability and fitness of the several items of work and materials, which are to be paid for hereunder. He shall also determine whether the said plans and specifications have been fully complied with by the contractor. The determination of the Superintendent to all of such matters shall be final. Such determination, in case any question shall arise, shall be a condition precedent to the right of the contractor to receive any money hereunder.

## **24.0 Bidders' Qualifications**

The District may make such investigation, as the District deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the District all information and data required by the District, including complete financial data, within the time and in the form and manner required by the District. The District reserves the right to reject any bid if the evidence required by the District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to Satisfy the District that the Bidder is responsible , or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Bidder is required to complete and submit the enclosed Qualification Statement (*refer to Section C*) to assist in determining the Bidder's qualifications.

Each bidder shall provide a list showing the name of the Owner, Location, Date of Construction, General Description of Work, and Amount of projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year, (minimum of three such projects). Provide a contact name, address and telephone number for each project.

## **25.0 Signature of Contractor**

The bidder to whom a contract may be awarded shall attend at the office of the Water District, with the sureties offered by him, within ten (10) days, Sundays excepted, after date of notification by mail of the acceptance of his proposal, and there sign the contract in quadruplicate for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying his proposal shall be forfeited to the Water District, or the penalty of the bid bond shall be invoked.

## **26.0 Application of Payment**

Contractor shall submit to OWNER for review not more often than once a month, an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such data and schedules, certified payrolls, and supporting documentation as OWNER may require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect his interest therein, all of which must be satisfactory to OWNER.

## SECTION B SCOPE OF WORK, DETAILED SPECIFICATIONS AND PROPOSAL

### **I. Location of Work**

Various plant sites located within Massapequa Water District.

### **II. Scope of Work**

Service, repair, testing and maintenance of well and booster pumping equipment including electric motors and gear drives at the locations listed in attachment A and in accordance with all prevailing safety and labor regulations. ***Work will be performed on an as needed basis when authorized by the Water District in writing.*** Emergency service (response in 24 hours or less) shall be provided to the Water District on a request basis. Your company will be required to maintain the proper bonds and insurance as specified herein. Guarantee workmanship and materials for a period of one (1) year upon completion of the work on equipment repairs / replacement.

### **III. Pump Testing and Television Inspection**

- ⇒ **A. Booster and Transfer Pumps:** For each authorized test, a five point test shall be conducted which will include recording of the following data: Flow; RPM; suction pressure, discharge pressure; voltage and amperage, power in HP and kW; efficiency; total dynamic head; KVA; and vibration. Booster to be pumped to system. Provide written report summarizing data and findings.
  
- ⇒ **B. Well Pumps:** For each authorized test, a five point test shall be conducted which will include recording of the following data: sand test; initial static water level; reference elevation point; flow; RPM; discharge pressure; voltage and amperage, power in HP and kW; efficiency; total dynamic head; KVA; vibration; pumping water level / draw down and specific capacity. Well to be pumped to system. Testing to blow-off with the use of an orifice plate may be performed when authorized by the Water District. Provide written report summarizing data and findings.
  
- ⇒ **C. Television Inspection of Wells:** When authorized provide, high resolution color television camera with skirts suitable for size of well, high intensity lamp, on video cable length counter, video tape recorder with sound track for commentary. Provide angled mirror for lateral viewing

### **IV. Duration of Contract**

October 2021 through September 2022 with option for an additional year.

## **V. Bidders' Proposal / Declaration**

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the bid documents hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said bid documents; and it will accept in full payment therefore the following sums to wit. The undersigned hereby proposes to furnish all labor, material and equipment necessary to perform the work of well and booster pump service, testing, maintenance and repair subject to the terms and conditions set forth in the bid documents.

### **A. Maintenance, Service and Repair:**

Item No.	Description	Price / Mark-up	
		October 2021 to September 2022	October 2022 to September, 2023
1A	Basic minimum service charge Lump sum per service / repair call.	\$	\$
2A	Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	\$	\$
3A	Overtime hourly labor rate.	\$	\$
4A	Cost per day for well pump removal rig / truck.	\$	\$
5A	Percent mark-up for overhead and profit on invoiced parts, equipment and materials.	%	%

(Note: attach appropriate rate schedule if your company utilizes more than one labor rate classification. In addition provide additional equipment , material and / or service charge schedules as necessary).

**Pump Testing and Well Television Inspection:**

Item No.	Description	Unit Price per Pump Test	
		October 2021 to September 2022	October 2022 to September 2023
1B	For booster / transfer pump testing in accordance with Section IIIA, pump to system. Unit price per test.	\$	\$
2B	For well pump testing in accordance with Section IIIB, pump to system. Unit price per test.	\$	\$
3B	For well pump testing in accordance with Section IIIB, pump to blowoff with orifice plate arrangement. Unit price per test.	\$	\$
4B	Cost per well per day for television inspection in accordance with Section IIIC	\$	\$

**C. Bid Comparison:**

Item No.	Description	Number of Units	Total Price	
			October 2021 to September 2022	October 2022 to September 2023
1C	Basic minimum service charge	10 units	\$	\$
2C	Straight time hourly labor rate	64 hours	\$	\$
3C	Overtime hourly labor rate	18 hours	\$	\$
4C	Well pump removal rig / truck.	12 days	\$	\$
5C	Booster / transfer pump testing. Pump to system.	14 units	\$	\$
6C	For well pump testing. Pump to system.	6 units	\$	\$
7C	For well pump testing. Pump to blowoff with orifice plate.	6 units	\$	\$
8C	Well television inspection	3 units	\$	\$
<b>Bid Comparison Totals: (Sum of Items 1C through 8C)</b>			\$	\$

**Notes:**

- ◆ *The qualified bidder will be required to provide the appropriate references (3 minimum) and documentation of qualifications.*

- ◆ *The Board of Commissioners reserves the right to award work that serves in the best interest to the Massapequa Water District.*
  
- ◆ *The option to extend the contract an additional year from October 2022 through September 2023 can solely be exercised at the discretion of the Massapequa Water District. Written authorization will be provided by the Massapequa Water District prior to October 2022 should the Board of Commissioners decide to renew the contract for an additional year.*

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Emergency Number: \_\_\_\_\_

Authorized Representative : \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name)

**IV. Project Schedule and Contacts**

The Board of Commissioners of the Massapequa Water District intends to issue an award notice within seven (7) days of receipt of an acceptable bid.

All proposals shall be submitted in a sealed envelope to the attention of the Superintendent no later than 10:00 a.m. on Tuesday, October 5, 2021.

Should you have any questions or require any additional information, please contact the following Water District personnel at 516-798-5266:

Stanley Carey, Superintendent

Thank you for your participation in this bid.

Dated: Wednesday, September 17, 2021

**Board of Commissioners**  
Raymond J. Avera, Chairman  
Thomas P. McCarthy, Treasurer  
Michael E. Mazzola, Secretary

**Superintendent**  
Stanley J. Carey

**SECTION C  
QUALIFICATION STATEMENT, NON-COLLUSIVE BIDDING CERTIFICATE,  
CONTRACT AGREEMENT**

**QUALIFICATION STATEMENT**

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*Bidding Company:* \_\_\_\_\_

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

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

1.) State specific qualifications and years of experience, referencing Section 17.0 of attached "General Specifications and Conditions".

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2.) Give the following information with regard to all work of the same or similar nature performed within the last five years:

<i>For Whom Work Performed</i>	<i>\$ Amount of Contract</i>	<i>Date</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



3.) Has the Bidder or any officer, partner, shareholder or other person with a financial interest in the Bidder, ever failed to complete a contract, or been an officer, partner, shareholder or other person with a financial interest in an organization which failed to complete a contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "YES", explain below:

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4.) In what other lines of business are you financially interested?

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5.) Who will personally supervise the work if this contract is awarded to you?

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6.) Do you have sufficient workers and equipment to perform the work required by this contract?

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7.) List the telephone numbers to be called in the event of an emergency:

Day: \_\_\_\_\_ Evening: \_\_\_\_\_

8a.) Do you plan to subcontract any work under this contract? If yes, please stipulate percent of work to be subcontracted and reasons (*Attach additional information as required*):

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8b.) If you plan to use subcontractors under this contract please list the name and address of each subcontractor (*Attach additional information as required*):

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9.) Emergency repair is a vital part of this contract. Please provide detailed information on your parts inventory as it would relate to ensuring immediate repair of the equipment listed in Attachment A (*Attach additional information as required*):

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I, \_\_\_\_\_ (print name and title), affirm under the penalty of perjury, that the foregoing is true.

(signature) \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

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 their knowledge of belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any other 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.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.

Attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal, on behalf of the corporate bidder.

If an individual bidder or partnership, state whether all parties concerned are citizens of the United States \_\_\_\_\_; if a corporation, state where incorporated \_\_\_\_\_.

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

\_\_\_\_\_  
*Firm Name or Bidder*

**By:** \_\_\_\_\_  
*Authorized Signature*

**Title:** \_\_\_\_\_  
*Owner-Officer-Partner*

**Address:** \_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State, Zip Code*

*(If a corporation, affix seal)*

**CERTIFIED COPY OF CORPORATE RESOLUTION AUTHORIZING  
THE SIGNING AND SUBMISSION OF THE BID AND THE  
EXECUTION OF THE NON-COLLUSIVE BIDDING CERTIFICATION  
REQUIRED BY SECTION 103-D GENERAL MUNICIPAL LAW**

Resolved that \_\_\_\_\_ be authorized to sign and submit the bid or proposal  
(Name)

of this corporation for the following project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-  
d of the General Municipal Law as the act and deed of such corporation, and, for any  
inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the  
penalties of perjury.

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The foregoing is a true and correct copy of the resolution adopted by:

\_\_\_\_\_ corporation

at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_,  
2021.

*(Seal of the Corporation)*

\_\_\_\_\_  
(Secretary)

## **AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between the Massapequa Water District (“OWNER”) and \_\_\_\_\_ (“CONTRACTOR”).

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **WORK:** The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

### **ANNUAL WELL AND BOOSTER PUMP REPAIR AND MAINTENANCE Contract No. 2021-10**

Article 2. The Project has been designed by: OWNER.

Article 3. **CONTRACT TIME:** The Work shall be completed in accordance with the Contract Documents for a period of one year.

Article 4. **CONTRACT PRICE:** OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the sum of \_\_\_\_\_ Dollars (representing the total amount bid) and that amount as increased or decreased by additions to or deductions from the Work covered by the Contract Documents, is the amount of the Contract Price.

Article 5. **PAYMENT:** CONTRACTOR shall submit Applications for Payment in accordance with the General Requirements. Applications for Payment will be reviewed by OWNER.

Article 6. **CONTRACT DOCUMENTS:** The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are as described in the Bid Documents.

Article 7. **CONTRACTOR'S REPRESENTATIONS:**

7.1 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof of OWNER is acceptable to CONTRACTOR.

7.1.3 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.2 CONTRACTOR shall not, without the prior written consent of the OWNER, assign or sublet in whole or part his rights or interests under any of the Contract Documents; and, specifically, but without limitation, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

#### Article 8. IRAN DIVESTMENT ACT

By entering into this Agreement, Seller certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Agreement any subcontractor that is identified on the Prohibited Entities List. SELLER agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement will be required to certify that it is not the Prohibited Entities List before the BOARD OF COMMISSIONERS may approve a request for Assignment of Contract.

During the term of the Agreement, should THE BOARD OF COMMISSIONERS receive information that a person (as defined in State Finance Law §164-a) is in violation of the above-referenced certifications, the BOARD OF COMMISSIONERS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation, then the BOARD OF COMMISSIONERS shall take such action as may be appropriate and provided for by law, rule or contract, including but not limited to, seeking compliance, recovering damages, or declaring the Agreement in default.

BOARD OF COMMISSIONERS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with SELLER should it appear on the Prohibited Entities List hereafter.

Article 9. INSURANCE REQUIREMENTS. The insurance requirements are detailed in the Bid Documents.

Article 10. OTHER PROVISIONS:

10.1 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.2 In the event of any cause of action by either party under the Agreement, Nassau County, New York shall be the basis of jurisdiction.

10.3 CONTRACTOR recognizes that the Massapequa Water District operates 24 hours a day, 365 days per year. As such, all work performed by CONTRACTOR will be done in a manner to allow these operations to continue without interruption.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF NEW YORK \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAL \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

STATE OF NEW YORK \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

SEAL \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF NEW YORK \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person in and who executed the foregoing instrument and acknowledged that he executed the same.

SEAL \_\_\_\_\_





**ATTACHMENT A**

**Well and Booster Pump Location  
and  
Data Summary Sheets**