

Solicitation of Quotes
To provide Materials and Installation Services of Approved Innovative and Alternative Onsite Wastewater Treatment Systems (I/A OWTS)

Advertised/Issue Date: December 15, 2023

Technical Questions Due: Will be accepted, in writing (fax/email acceptable) on a rolling basis until 3:30pm on Friday, September 26, 2025. The Department of Health Services anticipates issuing addendums as necessary to respond to such questions.

Response Due Date: Responses will be accepted and reviewed, and Vendors, as that term is defined herein, selected on a rolling basis starting on Monday, December 18, 2023 through 3:30 pm on Friday, October 24, 2025.

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Invitation:

The Division of Environmental Quality (the “**Division**”) of the Suffolk County Department of Health Services (“**Department**”) is soliciting quotes from qualified vendors (“**Vendor(s)**”) to provide prices for the Materials and Installation of Approved Innovative and Alternative Onsite Wastewater Treatment Systems (“**I/A OWTS**”), as further described in this Solicitation of Quotes (“**SOQ**”). For the purpose of this SOQ, Vendors are defined as manufacturers of I/A OWTS, their representatives, or installers of I/A OWTS, but all Vendors must be in good standing with all required licenses, including, but not limited to, possessing an active Liquid Waste with Endorsements 9 & 10 issued by the Suffolk County Department of Labor, Licensing, and Consumer Affairs pursuant to Article VII of Chapter 563 of the Laws of Suffolk County, as may be amended. Failure of a Vendor to acquire and maintain a required license in good standing shall result in removal from the List. The Department encourages more than one Vendor per I/A OWTS technology respond to this SOQ.

The objective of the SOQ is to establish fixed quotes for installation of I/A OWTS pursuant to grants from the County’s Septic Improvement Program (“**SIP**”) and from New York State’s Septic System Replacement Program (“**SSRP**”). The Department’s intent is to create a list of Vendors and Vendor costs and to provide such list to SIP grant recipients that will contract independently with the Vendor.

**Section I
General**

1. Background

Suffolk County is fully committed to its stated mission to reduce nitrogen loading to surface and ground water from all sources. Excessive nitrogen loading from septic systems and cesspools is the most substantial sources of nitrogen in our waters. Since 2014, Suffolk County has assertively set the stage for I/A OWTS by evaluating and approving I/A OWTS technologies, regulating I/A OWTS through the adoption of Article 19 of the Suffolk County Sanitary Code, and training the septic industry through amendments to the Liquid Waste Licensing Law.

In order to provide further incentives to reduce nitrogen loadings from sanitary waste, Suffolk County Executive introduced a local law establishing the Reclaim Our Water Septic Improvement Program or SIP. In May 2017, the Suffolk County Legislature passed the SIP law, which provides grants to eligible property owners for the purchase and installation of I/A OWTS up to \$20,000. (See Chapter 839 of the Suffolk County Laws, as amended.) The Department launched SIP in July 2017 and since that time, over 4,000 property owners have applied for a grant, over 2,300 grant certificates have been issued, and over 1,700 grant-funded installations have occurred.

The New York State Department of Environmental Conservation (“**DEC**”) and the Environmental Facilities Corporation (“**EFC**”) launching the NYS SSRP grant program and awarded Suffolk County \$10,025,000 SSRP funds, and in April of 2021 and July of 2022 the DEC and EFC continued to support by SSRP in Suffolk County by awarding Suffolk County an additional \$10,025,000 and \$20,080,000, respectively. The SSRP funds allow for grants to eligible property owners of up to \$10,000 in State funding for the design, purchase and installation of I/A OWTS. As with the County SIP grants, the SSRP grants are administered through the Department. As such, applicants can apply for up to \$20,000.00 in Suffolk County Grants and up to an additional \$10,000.00 in New York State grants for up to a total of \$30,000.00 in combined funding. For information regarding the SSRP funds, see Attachment D.

In 2021 the Department issued SOQ No. 21-21002, pursuant to which the Department established a list of qualified vendors and accompanying rate quotes for the provision of materials and installation services for approved I/A OWTS funded by SIP grants and/or SSRP grants. The list established by that SOQ expires on December 31, 2023. Therefore, the purpose of this new SOQ is to establish a new list of Vendors, as that term is defined herein. It is anticipated that the new established list will be effective **January 1, 2024 to December 31, 2025.**

2. Summary of SOQ

- a. The Department is seeking qualified vendors to provide I/A OWTS, which have been approved by the Department for either Provisional or General Use in Suffolk County as further set forth in paragraph 11 of Section I of this SOQ, for removing nitrogen at a fixed unit price (the “**Services**”). For the purpose of this SOQ, Vendors may include manufacturers of I/A OWTS, their representatives, or installers of I/A OWTS, but all Vendors must be in good standing with all required licenses, including, but not limited to, possessing an active Liquid Waste with Endorsements 9 & 10 issued by the Suffolk County Department of Labor, Licensing, and Consumer Affairs pursuant to Article VII of Chapter 563 of the Laws of Suffolk County, as may be amended. Failure of a Vendor to acquire and maintain a required license in good standing shall result in removal from the List. The Department encourages more than one Vendor per I/A OWTS technology respond to this SOQ. The Services, as further specified herein, shall include, at a minimum, materials, installation and three (3) years operation and maintenance on the I/A OWTS. It is anticipated that the list of Vendors established pursuant to this SOQ will be effective until December 31, 2025, unless terminated sooner as set forth herein.

b. County SIP Funds

The County, through its Sewer Infrastructure Committee (the “**Committee**”) intends to award up to an estimated two million dollars (\$2,000,000.00) a year in SIP grant funding (“**Grant**”) to eligible homeowners (“**Grant Recipients**”). Vendors selected pursuant to this SOQ and who utilize Approved (as that term is described herein) I/A OWTS units will be placed on a list provided to Grant Recipients (the “**List**”). A Grant Recipient must choose a selected Vendor for the provision of the Services to the Grant Recipient. The Vendor shall charge such Grant Recipient for the Services in accordance with the fixed unit price submitted by the Vendor in response to this SOQ.

Suffolk County is a recipient of Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) from the United States Department of Treasury pursuant to the American Rescue Plan Act of 2021 (“**ARPA**”) under Sections 602 and 603 of the Social Security Act (the “**Act**”). Effective 2022, Suffolk County will start funding, in whole or in part, grant awards, for County’s Septic Improvement Program (“SIP”), and ultimately distributed to Vendors by grant recipients, utilizing SLFRF or ARPA funds. As a condition of the continued participation in the program and inclusion of Vendor within the County’s approved list of Vendors, to the extent any ARPA funds are directly or indirectly transferred to Vendors pursuant to an agreement with Grant Recipients under SIP, each Vendor, and each of its subcontractors, shall comply with all terms and conditions contained within Attachment E, to the extent such terms are applicable.

c. NYS SSRP Funds

The NYS DEC has awarded \$40,130,000 in the first three rounds of a 5-year program to Suffolk County for issuance of individual grants for I/A OWTS. Individual grants will be up to \$10,000 for use on eligible expenditures. Applicants who apply for County SIP grants are also applying to NYS SSRP under the same application. It is anticipated that the SSRP Grant Recipients will, as with the County SIP funding, utilize a Vendor from the List established pursuant to this SOQ. The Vendor shall charge such Grant Recipient for the Services in accordance with the fixed unit price submitted by the Vendor in response to this SOQ.

d. All interested Vendors are encouraged to respond to this SOQ. The current List terminates on December 31, 2023. As a result, Vendors on the current List must respond to this SOQ if they wish to be on the new List. Vendors will not be placed on any new List unless and until they respond to this SOQ.

3. Questions and Comments

a. Administrative Questions

Administrative questions (e.g., procedural questions on how to respond to this SOQ) may be submitted by telephone or in writing (fax/email acceptable) to the Department staff member listed on page one of this SOQ.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this SOQ) will be accepted in writing (fax/email are acceptable) on a rolling basis until 3:30 pm on Friday, September 26, 2025. The Department anticipates issuing as many addendums to this SOQ, as may be necessary, to respond to such technical questions.

4. Proposer's Conference

A virtual Proposer's Conference may be schedule if deemed necessary by the Department.

5. Due Date for Quotes

Quotes must be submitted to the attention of the Department staff member listed on page one. Quotes will be accepted and reviewed for placement on the List on a rolling basis from Monday, December 18, 2023 through 3:30 pm on Friday, October 24, 2025.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this SOQ and applicable to all Vendors.

Late Quotes will be REJECTED

Notwithstanding the above, the Department reserves the right to request additional quote(s) from a selected Vendor for unanticipated items which, **during the active period of the List (January 1, 2024 to December 31, 2025)**, the Department determines to be beneficial and/or necessary for the optimal installation and/or maintenance of an I/A OWTS System.

6. Responses Package Requirements

- Submissions, including the responses to Sections II and III and Attachments A, B, and C are required to be sent to the Suffolk County Department of Health Services, Division of Environmental Quality.
- Number of Copies: one (1) original and one (1) Electronic Copy.
- The SOQ No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Quote and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Quotes should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return SOQ document. This is for you to keep for reference.

7. Effective Period of Quotes

- a. Responders to this SOQ are asked to provide quotes for the period of January 1, 2024 through December 31, 2024 ("**First Year Quotes**") and quotes for the period of January 1, 2025 through December 31, 2025 ("**Second Year Quotes**"). Quotes are subject to the following provisions:

First Year Quotes. First Year Quotes submitted in response to this SOQ are irrevocable and if the Department accepts the First Year Quote by choosing the Responder as a Vendor, the fixed price of the Services set forth in the First Year Quote shall remain in effect until **December 31, 2024**.

Second Year Quotes. Vendors on the List may submit a request to update the Second Year Quotes submitted in response to this SOQ **once, such request to be received no later than December 31, 2024.** Requests to update the Second Year Quotes must be accompanied by written explanation explaining the basis for requesting the update. The Department will review

the request and, if the Department approves such request, the new Second Year Quotes will be effective for the period of **January 1, 2025 through December 31, 2025**. If the Department rejects the request to update the Second Year Quotes, the Vendor must either provide the services at the Second Year Quotes originally submitted pursuant to this SOQ or will be removed from the List.

- b. The County reserves the right to terminate the List and/or issue a new SOQ at any time as the County may deem to be in its best interest. If the County determines to terminate the List the County shall notify the selected Vendor(s) that the List has been terminated.

8. Removal from List

Notwithstanding any other provision of this SOQ, the County reserves the right to remove a Vendor from the List if the Vendor fails to abide by this SOQ, if the Vendor fails to maintain the amount and types of insurance as set forth in Attachment B; if the Vendor fails to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or for any other reason that the County determines, in its sole discretion, is in the best interest of the County. The County will notify the Vendor of the Vendor's removal from the List.

9. Incurred Expenses

The County is not responsible for any costs incurred by prospective Vendors in preparing and submitting quotes in response to this SOQ.

10. Award Criteria

Vendors will be selected based on their responsiveness to this SOQ, the Vendor's unique history and experience, technical services, and on a "best value basis" (typically demonstrated by the lowest cost for the contemplated Services), as further set forth below.

a. General Qualifications

I/A OWTS Manufacturer, Manufacturers representative and/or installer history, expertise, personnel, reliability, and references. See SOQ Section III, paragraph 1. entitled "Background of Responder," paragraph 2. entitled "Experience," and paragraph 3. entitled "References" for specific requirements.

b. Technical Services/Products

Vendor's I/A OWTS technology(ies). See SOQ Section II, sub-paragraph b of paragraph 3 entitled "Technical Services Specification" for specific requirements.

c. Quotes

Value of quotes provided for Services. See SOQ Section III, paragraph 5. entitled "Quote" for specific requirements.

11. Approval (Provisional or General Use)

- a. In addition to all other requirements set forth herein, in order to qualify as a selected Vendor, the Vendor must utilize a I/A OWTS technology that has received Provisional or General Use Approval from the Department, as outlined in the Standards promulgated under Article 19 of the Suffolk County Sanitary Code (collectively, "**Department Approved Technology**"). No Vendor

will be placed on the List until and unless the Vendor is utilizing a Department Approved Technology.

- b. If an I/A OWTS technology loses Department Approved Technology designation, Vendor shall cease using the technology for the provision of Services to Grant Recipients pursuant to this SOQ and the Vendor shall be immediately removed from the List for that specific technology.

12. Acceptance of Terms and Conditions

By submitting a response to this SOQ, the Vendor shall be deemed to have accepted all terms and conditions set forth in this SOQ and agrees to abide by the fixed unit prices quoted for the Services. The County reserves the right to reduce the terms and conditions set forth in this SOQ to a written agreement between the County and the Vendor. However, in no event shall the absence of such written agreement release the Vendor from being bound by all of the terms and conditions set forth herein as well as to the fixed unit prices quoted by the Vendor for the provision of Services.

13. True and Accurate

By submitting a response to this SOQ, the Vendor agrees that all information submitted in response to this SOQ is true and accurate to the best of Vendor's knowledge.

14. Compliance with Law

By submitting a response to this SOQ, the Vendor agrees that it shall comply with all Federal, State and local laws, rules, regulations and ordinances applicable to the Services, including, but not limited to, Article 19 of the Suffolk County Sanitary Code.

15. Agreements with Grant Recipients

- a. If a Vendor is chosen by a Grant Recipient to perform the Services it is expected that the Vendor will enter into a written agreement with the Grant Recipient for the Services. **In order for the Services to be paid for by the Grants, the Vendor may not charge more than the fixed rate quote for the Services offered by the Vendor in response to this SOQ.**
- b. While the Grant Recipient is the Grant awardee, it is anticipated that the County will make the Grant payments directly to the Vendor through an assignment of payment which will be part of the County SIP Grant and/or the State SSRP grant. However, Grant funding may only be applied to certain Service costs. For details on items the County SIP funds will cover, please see Attachment D. For details on items the State SSRP funds cover, please see Attachment D. Please note, the County and State funds do not necessarily cover the same items. Interested Responders should consult County SIP and State SSRP specifications to determine which costs are covered by the SIP Grant and which are covered by the SSRP Grant. **Grant payments may not cover the entire cost of the Services. The balance of the cost of the Services will be the responsibility of the Grant Recipient and receipt of payment will be the Vendor's responsibility through a separate contract between the Vendor and the Grant Recipient.**

NOTE: Sales Tax is not an eligible expense nor are government permit fees, including but not limited to, fees assessed for building permits, zoning permits, electrical permits, and floodplain disturbance permits.

16. Non-Exclusive Use

It is the Department's intention to assist Grant Recipients to obtain the Services from the Vendor(s). However, nothing herein shall be construed to require procurement exclusively from successful

Vendor(s). The County reserves the right to allow procurement of the Services from other sources when it is in the best interest of the County do so and without notice to the successful Vendors. **No Minimum Guarantee.**

The County makes no guarantee to the selected Vendors that any minimum or maximum amount of the Services will be utilized.

17. Non-Performance

In the event the Vendor does not fulfill its obligations under the terms and conditions of this SOQ, as determined in the sole discretion of the Department, the Department may withhold payment of any Grant funds assigned to the Vendor by a Grant Recipient. In addition, the Department may remove the Vendor from the List.

18. Indemnification

- a. The Vendor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Vendor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Services.
- b. The Vendor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Vendor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Vendor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Services, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

19. Insurance

Selected Vendor(s) shall have and maintain, at a minimum, insurance in the amounts and types as set forth in Attachment B of this SOQ.

20. Transferring of Assignments

The Vendor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibility to perform the Services (or any portion thereof) without the prior written consent of the Department.

21. Non-Discrimination

The Vendor agrees to comply with all federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, national origin, religious or political affiliation or opinion, marital status, age, sex, or physical or mental handicap.

22. Work Products Ownership

Work products installed and delivered pursuant to the Vendor's provision of the Services become the property of the Grant Recipient for the installation of the Approved I/A OWTS.

23. NYS Freedom of Information Law

All submissions for the County's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law ("FOIL"), codified at Public Officers Law Article 6. Therefore, if a Vendor believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Vendor's enterprise, and the Vendor wishes such information to be withheld if requested pursuant to FOIL, the Vendor shall submit with its Quote a separate letter addressed to the primary contact referenced in this SOQ, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Quote containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Vendor's enterprise, and formally requesting that such information be kept confidential. Failure by a Vendor to submit such a letter with its submission will constitute a waiver by the Vendor of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Vendor may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Quote be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

24. Reservation of Rights

The County expressly reserves the right to:

- a. Reject or cancel any or all quotes or any part thereof submitted in response to this SOQ;
- b. Withdraw the SOQ at any time, at the County's sole discretion;
- c. Disqualify any Vendor, at any time, whose conduct and/or submission fails to conform to the requirements of the SOQ;
- d. Amend the SOQ prior to response deadline;
- e. Prior to response deadline, direct Vendors to submit response modifications addressing subsequent SOQ amendments;
- f. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Vendors;
- g. Waive any requirements that are not material;
- h. Require clarification at any time during the SOQ process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Vendor's compliance with the requirements of the SOQ;
- i. Request best and final offers from Vendors;
- j. Rescind designation of Department Approved Technology. If an I/A OWTS technology loses Department Approved Technology designation, Vendor shall cease using the technology for the provision of Services to Grant Recipients pursuant to this SOQ;

- k.** Terminate the List and/or issue a new SOQ at any time as the County may deem to be in its best interest. If the County determines to terminate the List the County shall notify the selected Vendor(s) that the List has been terminated;
- l.** During the active List period (January 1, 2024 to December 31, 2025), the Department reserves the right to request additional quote(s) from a selected Vendor for unanticipated items which, during the active period of the List (January 1, 2024 to December 31, 2025), the Department determines to be beneficial and/or necessary for the optimal installation and/or maintenance of an I/A OWTS System.

End of Text for Section I

Section II Detailed Description of Services

1. Fixed Unit Prices

- a. The Department is seeking Vendor(s) to place on the List provided to both SIP Grant Recipients and SSRP Grant Recipients. The Grant Recipients may choose a selected Vendor for the provision of the Services, such Services to be charged to the Grant Recipient will be in accordance with the fixed unit prices offered by the Vendor in response to this SOQ.
- b. It is anticipated that the County will make the Grant payments* directly to the Vendor through an assignment of payment with the Grant Recipient through both the SIP grants and the SSRP grant programs. Grant funding may not cover the entire cost of the Services. The balance of the cost of the installation and maintenance will be the responsibility of the Grant Recipient; invoicing the Grant Recipient and receipt of payment will be the Vendor's responsibility through a separate contract between the Vendor and the Grant Recipient.

*The County shall only make Grant payments upon the completion of Services. Services shall be deemed complete when an Inspector Certification letter, or letter in lieu of Inspector Certification is issued by the Department.

2. Minimum Requirements and Restrictions

- a. In order to be eligible to respond to this SOQ, the Vendor must use a Technology Approved by the Department for either Provisional or General Use. Technologies Approved for use in Suffolk County are contained on the Department's List of Approved Innovative and Alternative Onsite Wastewater Treatment Systems (I/A OWTS), as may be amended and can be accessed from the following website: <https://reclaimourwater.info/Regulatory.aspx>
- b. If an I/A OWTS technology loses Department Approved Technology designation, Vendor shall cease using the technology for the provision of Services to Grant Recipients pursuant to this SOQ.
- c. Vendor must have the ability to procure and install sufficient Department Approved Technology for at least five (5) installations per month.

3. Technical Services Specifications

- a. All Services performed by a Vendor that is selected under this SOQ shall be in accordance with all applicable State and local laws, codes and regulations. Installation, whether performed by the Vendor or a subcontractor of the Vendor, shall be performed by a certified contractor that holds an active liquid waste license from the Suffolk County Department of Labor, Licensing and Consumer Affairs pursuant to Chapter 563 Article VII (Septic Industry Businesses). Such Vendor and/or subcontractor of the Vendor shall:
 - i. Vendors must check with local municipal authorities (e.g., town and/or village) for any additional approvals that may be required.
 - ii. Have and maintain an Innovative and Alternative System Installer Endorsement (Endorsement 10) from the Suffolk County Department of Labor, Licensing and Consumer Affairs pursuant to Chapter 563 Article VII (Septic Industry Businesses) of the Laws of Suffolk County. Proof of such license and endorsement shall be provided to the Department upon request. Failure to maintain such licenses and/or endorsement may be grounds for non-payment of Grant funding.
 - iii. Upon completion of the work, the Vendor shall be responsible for completing and signing Form WWM-078 - CERTIFICATION OF SEWAGE DISPOSAL SYSTEM BY INSTALLER.

- b. Vendor **must** include a detailed description of the I/A OWTS technology(ies) that it proposes to utilize, including but not limited to:
 - i. Name of I/A OWTS (must be a technology specified in this Section II).
 - ii. Table of I/A OWTS Model numbers and rated gallons per day.
 - iii. Approximate number of I/A OWTS Vendor has installed in Suffolk County
 - iv. Estimated number of I/A OWTS the Vendor can install per month. This must take into consideration parts and materials as well as availability of certified installers.
 - v. If SOQ respondent is someone other than I/A OWTS Manufacturer, Vendor must include a letter from Manufacturer stating they are authorized to submit quotes on Manufacturers behalf.

4. Quotes

- a. Vendor **must** provide First Year Quotes and Second Year Quotes for anticipated charges it will impose for items that it shall or may apply to the Services requested under this SOQ. Such quotes must be provided in the format set forth in Attachment A of this SOQ. **Failure to include a charge or schedules of charges may preclude the Vendor from billing for such non-specified items.**
- b. As set forth in paragraph 7a of this SOQ, First Year Quotes submitted in response to this SOQ are irrevocable and, if the Department accepts the First Year Quote by choosing the Responder as a Vendor, the fixed price of the Services set forth in the First Year Quote shall remain in effect until December 31, 2024. Vendors may submit a request to update the Second Year Quotes submitted in response to this SOQ **once, such request to be received no later than December 31, 2024.** Requests to update the Second Year Quotes must be accompanied by written explanation explaining the basis for requesting the update. The Department will review the request and, if the Department approves such request, the new Second Year Quotes will be effective for the period of January 1, 2025 through December 31, 2025. If the Department rejects the request to update the Second Year Quotes, the Vendor must either provide the services at the Second Year Quotes originally submitted pursuant to this SOQ or will be removed from the List.
- c. The Department reserves the right to request additional quotes from a selected Vendor for unanticipated items which, during the active period of the List (January 1, 2024 to December 31, 2025), the Department determines to be beneficial and/or necessary for the optimal installation and/or maintenance of an I/A OWTS System.
- d. Vendors **must** include the following information for providing, installing, operating, and maintaining I/A OWTS in their quotes in the format set forth in Attachment A of this SOQ:
 - i. **Total Costs for Installation and Materials for I/A OWTS Unit**

Total cost of the Installation of the I/A OWTS Unit for up to a four (4) bedroom home, a five (5) bedroom home, and a six (6) bedroom home. Quote must be inclusive of the following:

 - I/A OWTS Materials

- Any excavation and backfilling to return site to original conditions (labor to install I/A OWTS unit); assumes a two (2) day installation
- Electrical Controls, Panels, Wires, Pumps and Floats
- Electrical connection and wiring
- Three-year warranty
- Startup Costs
- Three (3) years of Operation and Maintenance Contract (if applicable to Vendor)
- Pumping and abandonment of existing OWTS

ii. **Total Cost for Installation and Materials for Leaching Structures**

Total cost for installation and materials for leaching structures under the below listed scenarios for up to a four (4) bedroom home, a five (5) bedroom home, and a six (6) bedroom home.

- A. **Scenario 1: Reuse of Existing Leaching Structure**
- B. **Scenario 2: Gravity Leaching Structure**
- C. **Scenario 3: Pressurized Shallow Drainfield**

e. **Miscellaneous Costs**

Vendors **must** provide an itemized list of any additional and miscellaneous costs for services they anticipate may be necessary in order to provide required Services. Vendors must use the miscellaneous cost sheet included as Attachment C. Any costs not included or omitted will not be considered an eligible cost under the grant program.

End of Text for Section II

**Section III
Additional Quote Requirements**

In addition to any other requirement set forth in this SOQ, quotes must address and include the following:

1. Background of Responder

Describe the nature and history of organization, and provide qualifications & resumes of personnel.

2. References

Submit the names of three (3) references who can attest to the Vendor's reliability and quality of services provided.

3. Subcontractors

Services that are to be subcontracted for performance of the work must be clearly identified in the Quote, including the scope of services to be performed, and the subcontractors who will be performing the work. All subcontractors must hold an active license in the discipline for which the services are provided. A construction manager from the Vendor must be onsite at all times during execution of the work. Any portion of the Services performed by subcontractors will not be eligible for Grant payments unless such subcontractors have been identified in the Vendor's Quote, as required above. Selected Vendors shall retain responsibility for all acts and omissions of the subcontractor and must obtain the written prior approval from the Department for all subcontractors. Upon completion of the work, the selected Vendor shall be responsible for completing and signing Form WWM-078 - CERTIFICATION OF SEWAGE DISPOSAL SYSTEM BY INSTALLER. The certification of any and all sewage disposal systems shall in all instances be provided by the Vendor, and any proposed certification by a subcontractor, will not be permitted under any circumstances.

4. Quote

Provide a detailed list of all prices for Services on the Quote Sheet in Attachment A and Attachment C. The Quote prices shall be the actual maximum price for each item quoted.

5. Forms

Vendor must submit the forms and proof listed in Attachment B with their submission.

End of Text for Section III

Attachment A

Contractor's Name: _____

Quote Sheet for Fixed Pricing for the I/A OWTS Technology: _____

Vendors must provide a detailed list for anticipated charges it will impose for items that shall or may apply to the Services requested under this SOQ in the below format. Failure to include a charge or schedules of charges may preclude the Vendor from billing for such non-specified items. **NOTE: a separate Quote Sheet should be provided for EACH I/A OWTS technology. For technologies that have models available in multiple tank materials (Poly, Fiberglass, Concrete) a separate Quote Sheet should be completed for each type.**

**Suffolk County Department of Health Services
 Quote Sheet SOQ for Materials and Installations of I/A OWTS**

Total Costs of I/A OWTS Unit, Materials and Installation

In order to assist the Department in determining Best Value please supply a list of the following:

- I/A OWTS Unit;
- Excavation and backfilling (labor to install I/A OWTS unit). Assumes a two (2) day installation;
- Electrical connection and wiring, assumes the following:
 - Sufficient room in electrical panel
 - Electrical Panel within 50 feet of control panel
 - Use of electrical conduit, not direct bury cable
 - use of watertight wire nuts and junction boxes
 - conduit runs less than 40 feet

Additional Services: Submit an itemized listing of services included in the quote but not listed above.

4-Bedroom Home I/A OWTS Unit and Installation (Minimum 440 gpd rated treatment capacity Required)

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
	List the 4 Bedroom I/A OWTS Model Number and Rated Treatment Capacity:		
Line 1	Retail Price of I/A OWTS including electrical controls, panels, wires, pumps, and floats, including three-year warranty and start-up costs	\$	\$
Line 2	Electrical Connecting and Wiring	\$	\$
Line 3	Excavation and Backfilling	\$	\$
LINE A. TOTAL LINES 1 – 3		\$ -	\$ -

5-Bedroom Home I/A OWTS Unit and Installation (Minimum 550 gpd rated treatment capacity Required)

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
	List the 5 Bedroom I/A OWTS Model Number and Rated Treatment Capacity:		
Line 4	Retail Price of I/A OWTS including electrical controls, panels, wires, pumps, and floats, including three-year warranty and start-up costs	\$	\$
Line 5	Electrical Connecting and Wiring	\$	\$
Line 6	Excavation and Backfilling	\$	\$
LINE B. TOTAL LINES 4 – 6		\$ -	\$ -

6-Bedroom Home I/A OWTS Unit (Minimum 660 gpd rated treatment capacity Required)			
		Year One Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
	List the 6 Bedroom I/A OWTS Model Number and Rated Treatment Capacity:		
Line 7	Retail Price of I/A OWTS including electrical controls, panels, wires, pumps, and floats, including three-year warranty and start-up costs	\$	\$
Line 8	Electrical Connecting and Wiring	\$	\$
Line 9	Excavation and Backfilling	\$	\$
LINE C. TOTAL LINES 7 – 9		\$ -	\$ -

Total Costs for Installation and Materials of Leaching Field Structures			
Scenario 1: Reuse of Existing Leaching Structure			
Total cost of installation and materials to reuse the existing leaching structure.			
In order to assist the Department in determining Best Value please supply a list of the Following:			
<ul style="list-style-type: none"> • Cost of pipe and other materials to reuse existing leaching structure • Cost of labor associated with reusing existing leaching structure 			
		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 10	Cost of pipe and other materials to reuse existing leaching structure	\$	\$
Line 11	Cost of labor associated with reusing existing leaching structure	\$	\$
LINE D. TOTAL OF LINES 10 – 11		\$ -	\$ -

Scenario 2: New Gravity Leaching Pools			
Total cost of installation and materials for a typical gravity leaching pools.			
Assumes a two (2) day installation, with no site constraints such as high water table, or deep excavation to sand and gravel.			
4-Bedroom I/A OWTS Installation & Materials (Required 8' diameter x 12' Pool or 10' diameter x 10' pool)			
		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 12	Total Cost of Materials	\$	\$
Line 13	Total Cost of Installation	\$	\$
LINE E. TOTAL OF LINES 12 – 13		\$ -	\$ -

5 and 6 Bedroom I/A OWTS Installation & Materials (Required 8' diameter x 14' Pool or 10' diameter x 12' pool)			
		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 14	Total Cost of Materials	\$	\$
Line 15	Total Cost of Installation	\$	\$
LINE F. TOTAL OF LINES 14 – 15		\$ -	\$ -

Scenario 3: Pressurized Shallow Drainfield

Total cost of installation and materials for a pressurized shallow drainfield, including pump/pump tank, when necessary.

Assumes a two day installation, perc rate of 15 min/in, and no variances required.

Assumes a Loading Rate of 1.6 gallons per square foot per day.

4-Bedroom I/A OWTS Installation & Materials

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 16	Total Cost of Materials	\$	\$
Line 17	Total Cost of Installation	\$	\$
LINE G. TOTAL OF LINES 16 – 17		\$ -	\$ -

5 Bedroom I/A OWTS Installation & Materials

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 18	Total Cost of Materials	\$	\$
Line 19	Total Cost of Installation	\$	\$
LINE H. TOTAL OF LINE 18 – 19		\$ -	\$ -

6 Bedroom I/A OWTS Installation & Materials

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 20	Total Cost of Materials	\$	\$
Line 21	Total Cost of Installation	\$	\$
LINE I. TOTAL OF LINE 20 – 21		\$ -	\$ -

Total Costs for Operation and Maintenance Contract

In order to assist the Department in determining Best Value please supply a list of the Following:

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 22	4 Bedroom Rated GPD I/A OWTS Unit Three-years Operation & Maintenance	\$	\$
Line 23	5 Bedroom Rated GPD I/A OWTS Unit Three-years Operation & Maintenance	\$	\$
Line 24	6 Bedroom Rated GPD I/A OWTS Unit Three-years Operation & Maintenance	\$	\$
Line 25	4 Bedroom Rated GPD I/A OWTS Unit with Pressurized Shallow Drainfield Three-years Operation & Maintenance	\$	\$
Line 26	5 Bedroom Rated GPD I/A OWTS Unit with Pressurized Shallow Drainfield Three-years Operation & Maintenance	\$	\$
Line 27	6 Bedroom Rated GPD I/A OWTS Unit with Pressurized Shallow Drainfield Three-years Operation & Maintenance	\$	\$

Miscellaneous CostsRespondents are required to submit a list of miscellaneous costs in **Attachment C**.

Any costs not included or omitted will NOT be considered an eligible cost under the grant program.

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Line 28	Pumping, Decommissioning, and Abandonment of Existing OWTS (assuming two existing structures)	\$	\$

Summary of Costs

Total Costs for Installation and Materials I/A OWTS and Leaching Field Structures, Operation and Maintenance and Abandonment of Existing Disposal System Structures

Scenario 1: Reuse of Existing Leaching Structure

Total cost of installation and materials of I/A OWTS and Reuse of Existing Leaching Structure

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Add Lines A, D, 22, and 28	4-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines B, D, 23, and 28	5-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines C, D, 24, and 28	6-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -

Scenario 2: Gravity Leaching Structure

Total cost of installation and materials for a typical gravity leaching structure.

Assumes a two (2) day installation, with no site constraints such as high water table, or deep excavation to sand and gravel.

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Add Lines A, E, 22, and 28	4-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines B, F, 23, and 28	5-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines C, F, 24, and 28	6-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -

Scenario 3: Pressurized Shallow Drainfield

Total cost of installation and materials for a pressurized shallow drainfield.

Assumes a two (2) day installation, perc rate of 15 min/in, and no variances required.

Assumes a Loading Rate of 1.6 gallons per square foot per day.

		Year 1 Quotes 1/1/24-12/31/24	Year 2 Quotes 1/1/25-12/31/25
Add Lines A, G, 25, and 28	4-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines B, H, 26, and 28	5-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -
Add Lines C, I, 27, and 28	6-Bedroom I/A OWTS Installation & Materials	\$ -	\$ -

The Vendor agrees to honor the First Year Quotes unit prices quoted above until December 31, 2024. The Vendor will be given one opportunity to update Year 2 Quotes no later than December 31, 2024, as further set forth in this SOQ. Failure to fulfill the obligations under the terms and conditions of this SOQ may lead to debarment from future procurement.

Name of Person Completing Quote: _____
Signature: _____
Title: _____
Name and Model of I/A OWTS: _____
Date: _____
Company Name: _____
Company Address: _____

Federal Tax ID Number: _____

End of Text for Attachment A

Attachment B
Standard Contract Compliance Forms

Vendor must submit the following forms with its Quotes:

1. Completion of the following contract compliance forms;

➤ **Form W-9, Request for Taxpayer Identification Number and Certification**

➤ **Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-8 of the Suffolk County Administrative Code, the Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective consulting services.

➤ **Living Wage Law Forms**

Pursuant to Suffolk County Local Law 12-2001, Living Wage Law forms must be completed for all service contracts. Contractors that have a service contract in excess of \$10,000 and have ten (10) or more employees must submit Living Wage Law form LW1/38. Contractors that do not meet that criteria must complete the non-applicability section.

➤ **Suffolk County Department of Labor – Labor Mediation Unit
Union Organizing Certification/Declaration-Subject to Audit (Form DOL-01)**

Pursuant to Suffolk County Local Law No. 26-2003, contractors that receive \$50,000 or more annually through a County contract must certify that they will not use County funds to assist, promote, or deter union organizing. For contracts under \$50,000 annually, the Contractor must certify that the law does not apply.

➤ **Lawful Hiring**

Pursuant to Article II of Chapter 353 of the Suffolk County Code, when compensation is 100% funded by the County, the Contract must complete a sworn affidavit (DOL-LHE1-2) certifying that they have complied with the requirements of Title 8 of the U.S. Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and national status of the owners thereof.

2. Submitting proof of the following contract documentation;

➤ **Declaration Pages of Liability Insurance**

- Proof of Commercial General Liability Insurance - \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage. Suffolk County must be listed as additionally insured.
- Proof of Automobile Liability Insurance – *(if any vehicles are used by the Contractor in the performance of the contract)* \$500,000.00 per person, per accident, for bodily injury and not less than \$100,000.00 for property damage per occurrence.
- Proof of Professional Liability Insurance - \$1,000,000.00 on either a per occurrence or claims made coverage basis.
- Proof of Workmen's Compensation Insurance

3. Certificate of Incorporation

NOTE: VENDOR WILL BE REQUIRED TO SUBMIT UPDATED FORMS FOR EACH YEAR OF LIST.

End of Text for Attachment B

Attachment C

Contractor's Name: _____

Date Submitted: _____

Miscellaneous Costs

Respondents are required to submit a list of miscellaneous costs using this template.

Item	Description	Units (please specify)	Unit Price
Mobilization and Access			
1	Private Utility Markouts		
2	Narrow roadway access limited machine access Demurrage		
3	Vegetation / Brush Removal / Tree Pruning to allow access for system installation		
4	Excavate, remove and dispose of stumps		
5	Fence removal and re-set		
6	Relocate and reset sheds or other small structures		
7	Soft ground / Access protection matting		
8	Added Surface improvements RCA base	CY	
9	Use Dunnage to protect existing conditions		
10	Additional equipment required for access	per day	
11	Crane, Excavator or other equip > 25 ton mobilization	per day	
12	Crane for deep excavations	per day	
13	Crane Lifting for long-reach or heavy load applications	per day	
Installation Conflicts			
14	Remove existing house trap		
15	Re-route interior plumbing		
16	Install Exterior Pump chamber to lift effluent to new system		
17	Install pump pit to route interior plumbing		
18	Reinforce or install H-20 Loading Improvements - top bearing slab		
19	H-20 Loading HD Casting		
20	Dewater < 45 GPM No permit (with digging box)		
21	Concrete Anti Floation Systems		
22	Installation of (2) Helical Piles for anti buoyancy		
Installation Extras			
23	Hourly Labor Rate	Hourly	
24	If excavation inspection is required (poor soils, PSD, etc.)		
25	Install new cast iron plumbing through foundation		
26	Supply water to fill tank if not available on site		
27	Import Sand (bankrun)	CY	
28	Import Sand (C33 for shallow drain fields)	CY	
29	Import Fill / Grading Material	CY	
30	Export and Dispose of Clean Fill	CY	
31	Export and Dispose of Unsuitable Fill Removals (Clay, Bog, etc.)	CY	
32	Export Concrete	CY	
33	Export Asphalt	CY	
34	Pumping, Decommissioning, and Abandonment of Existing OWTS (Assuming two existing structures)		
35	Abandon additional existing structures / pools	per structure	
36	Additional pump out per 1,000 gallons	1,000 Gallons	
37	Removal and disposal of existing cesspools/septic tanks	per structure	
38	Field Area protection Fence – Split Rail		
39	Low-line out Shoring System installation face of shoring (Includes OSHA Trench and Shore Certified Supervisor)		
40	Low-line Additional excavation depth > 7 Ft (combined with shoring above)		
41	Retaining walls (concrete)	CY	
42	Retaining walls (wood)	CF	
43	Site Controls - Hay Bale		
44	Site Controls - Silt Fence		
49	Electrical per FT price over 50' for control panel		
45	Conduit runs > 40 feet (Remote Panels)		

Miscellaneous Costs

Respondents are required to submit a list of miscellaneous costs using this template.

Item	Description	Units (please specify)	Unit Price
46	Generator Transfer Switch – System only		
47	Communications Panel upgrade		
48	WIFI Messenger		
49	Install tandem breaker in existing panel		
50	Install new electrical sub-panel if needed to meet code.		
51	Price per clean out		
52	Additional riser cost over 6" (poly)		
53	Additional riser cost over 6" (concrete)		
54	Poly distribution box		
55	Concrete Distribution Manhole		
56	Change-direction Manhole		
57	Poly pump tank		
58	4' diameter precast pump station		
59	8' diameter leaching pool precast (in addition to first precast pool)	VF	
60	10' diameter leaching pool precast (in addition to first precast pool)	VF	
61	Additional 8' Slab		
62	Additional 10' Slab		
63	Cement Cover		
64	Leaching galley upcharge (instead of first precast pool)		
65	Gravity trench system upcharge (instead of first precast pool)		

Operation & Maintenance (O&M) (complete if applicable)			
66	Pump Station O&M		
67	Geomat PSD O&M Three-year O&M Contract		
68	Infiltrator PSD O&M Three-year O&M Contract		
69	Lined NRB Three-year O&M Contract		
70	Hydro-Action AN400 Three-year O&M Contract		
71	Hydro-Action AN500 Three-year O&M Contract		
72	Hydro-Action AN600 Three-year O&M Contract		
73	Hydro-Action AN800 Three-year O&M Contract		
74	Hydro-Action AN1100 Three-year O&M Contract		
75	FujiClean CEN5 Three-year O&M Contract		
76	FujiClean CEN7 Three-year O&M Contract		
77	FujiClean CEN10 Three-year O&M Contract		
78	FujiClean CEN14 Three-year O&M Contract		
79	FujiClean CEN21 Three-year O&M Contract		
79	Orenco AX20 Three-year O&M Contract		
80	Norweco Singulair TNT 500/600 Three-year O&M Contract		
81	Norweco Singulair TNT 700/800 Three-year O&M Contract		
82	Norweco Singulair TNT 1000 Three-year O&M Contract		
83	Norweco Singulair TNT 1250 Three-year O&M Contract		
84	Norweco Singulair TNT 1500 Three-year O&M Contract		
85	Norweco Hydro-Kinetic HK 600 Three-year O&M Contract		
86	Norweco Hydro-Kinetic HK 800 Three-year O&M Contract		
87	Norweco Hydro-Kinetic HK 1000 Three-year O&M Contract		
88	Norweco Hydro-Kinetic HK 1250 Three-year O&M Contract		
89	Norweco Hydro-Kinetic HK 1500 Three-year O&M Contract		
90	SeptiTech STAAR 0.5 Three-year O&M Contract		
91	SeptiTech STAAR 0.75 Three-year O&M Contract		
92	SeptiTech STAAR 1.0 Three-year O&M Contract		
93	SeptiTech STAAR 1.2 Three-year O&M Contract		
94	SeptiTech STAAR 1.5 Three-year O&M Contract		
95	SeptiTech STAAR 3.0 Three-year O&M Contract		
96	SeptiTech STAAR 3.5 Three-year O&M Contract		
97	SeptiTech STAAR 4.0 Three-year O&M Contract		

Attachment D – Use of State and County Grant Funds

Suffolk County Septic Improvement Program (SIP) under SOQ 23/30004

Eligible Costs:

- The total cost of the purchase of I/A OWTS materials and necessary components;
- The purchase of electrical components;
- Labor costs incurred in connection with installation of the I/A OWTS and any necessary leaching fields and structures;
- A three-year warranty for the I/A OWTS;
- Three-years of operation and maintenance of the I/A OWTS.
- Excavation and backfilling;
- Pumping, decommissioning and abandonment of the existing on-site system being replaced.

Ineligible Costs:

- Design costs;
- Sales tax;
- Any expenses that are not appropriately documented as required by the County;
- Government permit fees, including but not limited to fees assessed for building permits, zoning permits, electrical permits, and floodplain disturbance permits;
- Interest and late fees, or credit card fees;
- Fines and penalties;
- Non-essential site beautification, landscaping, or irrigation repairs.

New York State Septic System Replacement Program (SSRP)

Eligible Costs:

- Installation costs, and costs of the system, system components, or enhanced treatment technologies.
- Design costs can be include toward calculation of total eligible costs, limited only to work needed to complete an approved design, including needed site investigation, as-built drawings, and inspections.
- Pumping, decommissioning and abandonment of the existing on-site system being replaced.
- SSRP funds may be used for 50% of eligible costs or up to \$10,000.00

Ineligible Costs:

- Sales tax;
- Routine maintenance of a septic tank.
- Any expenses that are not appropriately documented;
- Government permit fees, including but not limited to fees assessed for building permits, zoning permits, construction compliance certifications, and floodplain disturbance permits;
- Interest and late fees, or credit card fees;
- Fines and penalties;
- Non-essential site beautification;
- Non-essential interior plumbing changes;
- Administrative work conducted by the engineer;
- Construction observation by the engineer if the engineer, or an entity owned, controlled by or employing the engineer, is also conducting the repair or replacement

ATTACHMENT E

AMERICAN RESCUE PLAN ACT (“ARPA”) AND OTHER FEDERAL CLAUSES

The provisions of this Exhibit shall prevail over any inconsistent provisions of the Contract.

This Contract/Agreement is funded, in whole or in part, by the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), as established by the American Rescue Plan Act of 2021 (“ARPA”) under Sections 602 and 603 of the Social Security Act. The County has determined that the Contractor is receiving ARPA funds under the Contract, and as such, the Contractor hereby agrees to adhere to and comply with ARPA and all applicable ARPA requirements and such terms as set forth in this Exhibit, and as may be amended in the future.

The Contractor hereby agrees, as a condition to receiving such ARPA funds under the Contract, to the following terms and conditions:

1. Period of Performance: All ARPA funds distributed to the Contractor under the Contract shall only be used for eligible costs incurred by the Contractor from the execution date of the Contract through December 31, 2024.
2. Use of Funds: The Contractor understands and agrees that the ARPA funds distributed under this Contract shall at all times be used in compliance with section 603(c) of the Social Security Act (hereinafter the “Act”), all other provisions of the Act, the U.S. Treasury’s regulations implementing the Act, the U.S. Treasury’s Guidance and Final Rule effective on April 1, 2022, implemented in connection with the Act, and such other Federal statutes, regulations and executive orders as set forth herein and may be adopted in the future, including, but not limited to paragraphs 6 and 7 below, all of which are incorporated into this Exhibit by reference.
3. Maintenance, Provision of Records; Reports: In addition to such other requirements under the Contract with respect to the maintenance, provision and retention of records, the Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act. The Contractor shall provide access to such records and financial documents to the County, the Treasury Office of Inspector General and the Government Accountability Office, and their authorized representatives, upon request. The Contractor shall assist the County, upon request, in any and all reporting obligations that the County has to the U.S Treasury related to the funds distributed to the Contractor under the Contract.
4. Publications: The Contractor agrees that any publications produced by the Contractor with funds under the Contract must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the County of Suffolk by the U.S. Department of the Treasury.”
5. Conflicts of Interest: The Contractor must disclose in writing to the County any potential conflict of interest affecting the funds provided under the Contract in accordance with 2 C.F.R. § 200.112.

6. Compliance with Applicable Laws and Regulations: The Contractor hereby agrees, throughout the term of, and at all times while performing the services under the Contract, to abide by and comply with all laws, rules and regulations applicable to the ARPA funding distributed to the Contractor under the Contract, including:
- A. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the Treasury may determine are inapplicable to the Contract funds and subject to such exceptions as may be otherwise provided by the Treasury, and specifically including, at a minimum, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act.
 - B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, including Appendix A to Part 25 – Award Term.
 - C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, including Appendix A to Part 170 – Award Term.
 - D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180 subpart B) that the Contract funds are subject to 2 C.F.R. Part 180 and the Treasury’s implementing regulations at 31 C.F.R. Part 19.
 - E. Recipient Integrity and Performance Matters, including Appendix XII to Part 200 – Award Term and For Recipient Integrity and Performance Matters.
 - F. Government Requirements for a Drug Free Workplace, 31 C.F.R. Part 21.
 - G. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - I. Generally applicable federal environmental laws and regulations.
7. Compliance with Statutes and Regulations Prohibiting Discrimination: The Contractor hereby agrees and assures, throughout the term of, and at all times while performing the services under the Contract, to abide by and comply with all laws, rules and regulations prohibiting discrimination applicable to the ARPA funding distributed to the Contractor under the Contract, including:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal assistance. In furtherance of the above, the Contractor hereby agrees to the following:

- (1) The Contractor hereby ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (2) The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- (3) The Contractor agrees to consider the need for language services for LEP persons when the Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (4) The Contractor acknowledges and agrees that compliance with these assurances constitutes a condition of the receipt or the continued receipt of payment under the Contract and is binding upon the Contractor and the Contractor’s successors, transferees, and assignees throughout the term of the Contract. The Contractor acknowledges and agrees that it will ensure that any and all contracts, subcontracts, permits, licenses, leases, assignments and agreements of any kind entered into by the Contractor under or pursuant to the Agreement shall incorporate all terms under this paragraph 7.A. of this Exhibit into such agreements.
- (5) The Contractor acknowledges and agrees that if any real property or structure is provided or improved using ARPA funds distributed under the Contract, the Contractor, and any subsequent transferee, is obligated, for the period during which the real property or structure is used for a purpose for which ARPA funds were extended, or for another purpose involving the provision of similar service or benefits, to abide by the assurances made under this paragraph 7.A. of this Exhibit. In the event any personal property is provided, the Contractor, and any subsequent

transferee, is obligated to use such personal property for the purpose for which such ARPA funds were extended, or another purpose involving the provision of similar service or benefits, to abide by the assurances made under this paragraph 7.A.

- (6) The Contractor acknowledges and agrees that it shall cooperate in and assist the County in any and all enforcement or compliance review activities by the Department of Treasury in connection with any of the assurances made under this paragraph 7.A. of this Exhibit, including investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements resulting from any actions of the Contractor, as well as any information requests, on-site compliance reviews and reporting requirements.
 - (7) The Contractor shall maintain a complaint log and inform the County by providing entries of such log, on a monthly basis, in accordance with the notification terms under the Contract, of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and its implementing regulations. The form and content of such log entries shall be to the satisfaction of the County, and shall include an affirmative statement of no complaints under Title VI, as may be applicable. In addition, the Contractor shall provide at the same time it provides entries of its complaint log, a list of any and all active or completed reviews and proceedings based on any complaint, and if completed, the outcome of such review or proceeding. Where the Contractor has received a finding of non-compliance with Title VI from an administrative agency or court, or enters into a voluntary agreement with any administrative agency or court, the Contractor must immediately inform the County and shall cooperate and assist the County with providing any information requested by or needed by the County to report to the U.S. Treasury.
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- F. Debarment and Suspension pursuant to 2 C.F.R. Part 180: The Contractor hereby certifies that, neither the Contractor, nor any principal, owner, or director of the Contractor (a) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally-funded contracts, awards and/or grants by any Federal department or agency or by the State of New York; and (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification.
- G. The Contractor shall make a good faith effort, on a continuing basis, to maintain a drug-free workplace as required by 31 C.F.R. Part 20, with which Contractor shall become familiar and compliant.
- H. Clean Air Act and Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*
- I. Copeland Anti-Kickback Act. Contractor shall comply with 18 USC § 874, 40 U.S.C. §3145, and the requirement of 29 CFR Part 3 as may be applicable, which are incorporated herein by reference.
- J. Byrd Anti-Lobbying Amendment. Contractor shall file the required certification attached herein. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Contract exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
- K. Hatch Act. The Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part under the Agreement.
8. Noncompliance: In the event of the Contractor's noncompliance with Section 602 of the Act, or any other provision of ARPA, or other applicable laws, regulations or ARPA reporting or other requirements, the Contractor shall comply with any additional requirements imposed by the U.S. Treasury, whether imposed on the County or the Contractor directly, including the recoupment by U.S. Treasury of funds paid by the County to the Contractor for any reason, or the withholding of any future funds to be paid by the County to the Contractor.

9. Protection for Whistleblowers:

- A. In accordance with 41 U.S.C. § 4712, the Contractor shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list or persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health and safety or a violation of law, rule, or regulation related to a federal contract (including the competition or negotiation of a contract) or grant.
- B. The list of persons or entities referenced in the above paragraph includes:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. The Contractor shall inform its employees in writing of the rights and remedies provided under this paragraph 9 of this Exhibit, in the predominant native language of the workforce.

- 10. Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor agrees, to the best of its ability, to adopt and enforce on-the-job seat belt policies and programs for its employees officers, contractors, subcontractors, invitees, and others, when operating company-owned, rented or personally owned vehicles.
- 11. Reducing Text Messaging While Driving: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor agrees, to the best of its ability, to adopt and enforce policies that ban text messaging by its employees, officers, contractors, subcontractors, invitees, and others, while driving, as well as establish workplace safety policies to decrease accidents caused by distracted drivers..