Instructions to Bidders

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms **only** must be **completely** filled out, and the **originals** returned no later than **11:00 a.m.** on the bid opening date to:

Purchasing Office
Suffolk County Department of Public Works
360 Yaphank Avenue – Suite 1B
Yaphank, NY 11980-9645

1. **221B - Bid Request** – signed in ink. Please enter your company name and address in the "To" section
2. All **pages with pricing, wages and model numbers,** along with specifications for alternate bids
3. **SCEX Form 22** – Public disclosure statement – *must be notarized*
4. **SCPD-7 - Bid Certification**
5. **SCDP-8A - Local Business Certification**– *only if claiming local vendor preference*
6. **LHE-1 and LHE-2 – Lawful Hiring** – *must be notarized*

All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows: (you may cut out the following and attach to your bid envelope)

RUSH BID – P.A. SL
OPENING DATE 7/14/09 AT 11 A.M.
REQUISITION NO. 09/SNF9-21

Faxed or Electronic Submission will not be accepted

Tuesday, June 02, 2009

BID REQUEST

REQ. #(s) ~~09/SNF9-21~~

MAIL OR DELIVER BIDS IN PERSON TO:

COUNTY OF SUFFOLK, N.Y.
DEPT. OF PUBLIC WORKS, PURCHASING OFFICE
360 YAPHANK AVENUE
YAPHANK, NY 11980-9744
PHONE: (631) 852-5196

INVITATION

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on **Tuesday, July 14, 2009**

TO:

Delivery to: **YAPHANK, NY 11980**
(All delivery charges must be included in your quotation)

Required DELIVERY date: **STATE BEST**

If you cannot comply with the required delivery date, write in here your best possible delivery: _____

Your terms: _____

For additional information call:
SANDY LAUDICINA, Purchasing Agent,
phone: **631/852-5220**

BIDDER'S ACCEPTANCE

1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
2. All delivery charges are to be included in your quotation.
3. If this bid is accepted within _____ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
4. ALL BIDS MUST BE SIGNED IN INK.
5. Non-Collusive Bid Certification must be returned with this bid.
6. INCLUDE YOUR FEDERAL I.D.# _____

_____
(Print Firm name)

_____
(Authorized Signature)

_____
(Print authorized name and title)

_____
(date) (FAX #) (phone number)

Have you filed a County Form SCEX-22 (Local Law 14/1976) for the current calendar year? _____ (see item 10 on reverse side)

Email address: _____

THIS IS NOT AN ORDER

COM. CODE	ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
16500				CAFETERIA AND KITCHEN EQUIPMENT COMPACT ENCLOSED TRAY TRUCK ========== AS PER ATTACHED SPECIFICATIONS STATE BEST DELIVERY ARO: _____		

MEM
JL
SL/LAF

INCLUDE ALL DELIVERY CHARGES IN YOUR BID: SEE ITEM 2 ABOVE

SUFFOLK COUNTY
DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE

STANDARD BID TERMS AND CONDITIONS AND SPECIAL INSTRUCTIONS TO BIDDERS AS INDICATED

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance.

1-BIDDING

(a) PRICING - Bidders shall insert unit price and extension for each item.
The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

(b) DISCOUNTS - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award.

(c) F.O.B. DELIVERY POINT - ALL prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.

(d) "OR EQUAL" BIDDING - When a bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

2-SAMPLES-Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The County will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

3-AWARD WILL BE MADE BY ITEM OR CLASS - When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

4-DELIVERY

(a) INSPECTIONS shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) DELIVERY HOURS - Deliveries shall be made between 8 A.M. and 3:30 P.M. Monday through Friday and at other times by special arrangement only.

(c) DELIVER TIME - Shall be computed in calendar days from the order mailing date on the order.

(d) LABELS-ALL supplies which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer.

(e) NEW MERCHANDISE - Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise which is currently in production.

(f) SUPPLIES shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) THE CONTRACTOR shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to an agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the County accepts same.

(h) BILLINGS for deliveries must be rendered on County claim vouchers.

5-DELAYS, NO-DELIVERY, REJECTIONS

(a) VENDORS FAULT - If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Chief Purchasing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the relisting cost and the liquidated damages, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the relisting cost and the liquidated damages will become charges against the Vendor.

Should the new purchase price exceed the order by twenty per cent (20%) or more, the County agrees to waive its claim to the relisting cost and the liquidated damages; should such excess price be less than twenty per cent (20%), the County shall charge the Vendor in addition, the relisting cost and liquidated damages to a total not exceeding twenty per cent (20%) of the order price of the items rejected or not delivered.

(b) REJECTED MERCHANDISE - The County may withhold acceptance of or reject any goods which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

6-AWARD

(a) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

(b) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

(c) The placement of a Purchase Order (Form 24-1060.. 02/01cb) may be terminated by the County for convenience upon 5 days written notice.

(d) All contracts awarded by the Chief Purchasing Agent shall be executory only to the extent of funds available to each Agency for the purchase of the commodity.

7-PERFORMANCE BONDS - If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that may arise from any default on the part of the bidder. Such bond must meet all the requirements of the County Attorney.

8-GUARANTEES BY BIDDER - Bidder hereby guarantees:

(a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereto of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense to the County.

(b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.

(c) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by deductions in payments due under this contract.

(e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Suffolk and the State of New York.

(f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(g) That he will keep himself informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified; and any extra work contracted for by him and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffolk from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the County or their respective agents.

(h) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(i) That all deliveries will not be inferior to the accepted bid sample.

9-ASSIGNABILITY OF CONTRACTS - The contractor agrees that this contract shall not be assigned, transferred, conveyed, sublet, or otherwise dispose of the same, or of his right, title and interest therein, or his power to execute such contract, or assign all or any portion of the monies that may be due or become due to the contractor under the terms of this contract.

10-COMPLIANCE WITH LOCAL LAWS - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 18-1972, 26-1973, 14-1976, 6-1979, and 32-1980, where applicable, by completing Forms SCEX 22 and SCDP-7 and filing them with the Purchasing Division.

11-LIMITATION OF ACTION - No action for any cause whatsoever arising out of this order shall be maintained against the County of Suffolk by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months,

(a) after expiration of this order or

(b) after the date of written notice to the Vendor from the County of complete rejection or withheld acceptance or

(c) after the date of written notice to the Vendor from the County of a deduction from the agreed price on the order, whichever of the above events shall be the latest in time.

12-LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(i) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(ii) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex;

(iii) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(iv) This contract may be cancelled or terminated by the County, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this contract.

(b) Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided for therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing supplements, all as provided in Art. 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Sec. 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the schedule of wages made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

13 - SALES AND EXCISE TAXES - Unless the proposal indicates otherwise, the County is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be net exclusive of taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the County, must submit the proper forms, and the Chief Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

14 - AUDIT - Purchase orders and contracts are subject to audit.

15 - PAYMENT AND COLLECTION OF CHARGES

(a) The County will make every effort to pay vouchers within thirty (30) days after

(1) proper delivery of merchandise

(2) receipt of a properly executed voucher submitted to the Comptroller by the receiving agencies; vouchers forms shall be obtained from such agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part.

(c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to the County the amount of any such charges.

(d) The County will also avail itself of cash discounts for payment within prescribed times whenever possible.

CONTRACTS INVOLVING INSTALLATION-

1. Contractors shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
2. Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building and removal of trade-ins, if any.
3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

VEHICLES

5. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.
6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to Delivery.
8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendors not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.
9. No name other than the Manufacturer's shall appear on the Vehicle.
10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Chief Purchasing Agent.
11. Bids will be considered only from Automobile Manufacturers or their Authorized Dealers.

24-0103.. 10/02kd

REQ. # 09/SNF9-21

COMPACT ENCLOSED TRAY TRUCK

MANUFACTURER LISTED IS FOR REFERENCE PURPOSES ONLY

ITEM	QTY.		PRICE UNIT / NET
1.	13 EA.	**COMPACT ENCLOSED TRAY TRUCK,** • STAINLESS STEEL CONSTRUCTION • VINYL EXTERIOR • TWO(2) DOORS, ONE FRONT AND ONE BACK • HOLDS TWENTY (20) 14" x 18" TRAYS • LEDGE SPACING – 6" • OVERALL SIZE: 21-5/8" x 31-1/4" x 70-1/4" • INCLUDES 5" ALL SWIVEL, STAINLESS STEEL SEALED BEARING WITH NO-MARK POLYURETHANE WHEELS • LAKESIDE MODEL #647-20 O R EQUAL	$_____/_____

MFR:_____ MODEL #:_____

STATE WARRANTY:_____

VENDORS BIDDING ALTERNATES TO THE MODELS SPECIFIED MUST PROVIDE COMPLETE SPECIFICATIONS WITH BIDS. INCLUDE MANUFACTURER AND MODEL NUMBER WITH AND AS PART OF THEIR BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

ANY EXCEPTIONS TAKEN TO ANY PART OF THESE SPECIFICATIONS MUST BE FULLY EXPLAINED IN A WRITTEN SUMMARY PROVIDED WITH BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this 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 corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name_____
Address_____
City and State_____ Zip Code_____

2. Contracting Department's Name_____
Address_____

3. Payee Identification or Social Security No._____

4. Type of Business __ Corporation __ Partnership __ Sole Proprietorship __ Other

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of $1,000? __ Yes __ No.

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed $1,000? __ Yes __ No.

6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

_____
_____
_____
_____

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

_____
_____
_____
_____

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ___ Yes ___ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.)_____
_____

11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____
Signed: _____
Printed Name of Signer: _____
Title of Signer: _____
Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of _____ in the year 20___ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
) ss.:
COUNTY OF)

On the _____ day of_____ in the year 20___ before me, the undersigned, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

_____

(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or 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 contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations wit respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated:_____

Signed:_____

Printed Name of Signor: _____
Title of Signor: _____
Name of Firm: _____

Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate office of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE: _____

SIGNATURE: _____

PRINTED NAME OF SIGNOR: _____

TITLE OF SIGNOR: _____

NAME OF FIRM: _____

BID NUMBER: _____

SCDP-8A (Rev. 9/12/08)

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: _____

1) ADDRESS: _____

2) NOT-FOR-PROFIT: YES_____ NO_____ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

3) VENDOR #: _____ (If known) 4) **CONTRACT ID: _____ (If known)

5) CONTACT: _____ 6) TELEPHONE #: _____

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

8) AMOUNT OF CONTRACT OR EXTENSION: _____

9) BRIEF DESCRIPTION OF PROJECT OR SERVICE _____

SUBCONTRACTOR: _____

1) ADDRESS: _____

2) VENDOR#: _____ 3) TELEPHONE #: _____

4) CONTACT: _____

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

A. United States passport; or

B. resident alien card or alien registration card; or

C. birth certificate indicating that person was born in the United States; or

D. (1) a driver's license, if it contains a photograph of the individual; and (2)a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or

E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

State of New York)
ss:
County of _____)

_____, being duly sworn, deposed and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____.
   (Circle one) (Name of Corp., Business, Company)

2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

_____
(Signature of Deponent)

Sworn to before me this _____ day

of _____, 20_____

_____
(Notary Public)

LHE-2
(01/07)