

TOWN OF RIVERHEAD
200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2515

BID FOR: PURCHASE OF STREET LIGHT AND TRAFFIC SIGNAL
MAINTENANCE REPAIR PARTS 2018-2019

BIDDER'S NAME

BIDDER'S ADDRESS

CITY, STATE, ZIP

DATE

PHONE NUMBER

Pursuant to the Notice to Bidders all bids are due on October 11, 2018 by 4 pm and shall be opened and read aloud on October 12, 2018 at 11:00 am. All bids shall be subject to all terms and conditions set forth in the bid specifications and the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the notice to bidders, bid specifications, bid proposal forms and price sheet(s) attached hereto.

Bidder certifies that the prices quoted herein do not include federal excise tax or any federal, New York State or New York City sales tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any municipal building or site within the town of riverhead.

RESPECTFULLY SUBMITTED,

SIGNED BY

TITLE

(Cover Page (1): BID FOR: PURCHASE OF STREET LIGHT AND TRAFFIC SIGNAL
MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name:_____

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed proposals for the Street Light and Traffic Signal Maintenance Repair Parts will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on October 11, 2018 and will be publicly opened and read aloud at 11:00 am on October 12, 2018 in the Office of the Town Clerk.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after September 27, 2018. Click on "Bid Requests" and follow the instructions to register.

Each proposals must be submitted on the form provided and must be in a sealed envelope clearly marked, "Street Light and Traffic Signal Maintenance Repair Parts". Please make sure that your company name appears at the top of all paperwork submitted with you bid.

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, New York 11901

September 18, 2018

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MAINTENANCE REPAIR PARTS 2018-2019

Vendor Name: _____

**TOWN OF RIVERHEAD
200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2515**

**BID FOR: PURCHASE OF STREET LIGHT AND TRAFFIC SIGNAL
MAINTENANCE REPAIR PARTS 2018-2019**

BID SPECIFICATIONS

I. GENERAL SPECIFICATIONS

1. Receipt and Opening of Bid

The Town of Riverhead invites proposals for the Contract for Street Lighting and Traffic Signal Maintenance Repair Parts. All proposals shall be delivered to the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York at the date and time specified in the Notice to Bidders and publicly opened and read aloud at 11:00 am on October 12, 2018 in the Office of the Town Clerk.

2. Form, Preparation and Presentation of Proposal

All Bidders shall be responsible to carefully examine the Specifications enclosed.

All proposals shall be submitted on the forms provided by the Town within this request for proposals. All proposals must be prepared in ink or typewritten and signed by the Proposer.

Bidders should return the entire bid package, with all information completed on each page of the package, including but not limited to, bid award acknowledgement, non-collusive certificate and price sheet.

Bidders shall furnish their price and/or lump sum bid as called for on the Bid Proposal Sheet(s) attached.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specification Sheet shall be submitted with a bid. Failure to submit such data may result in the disqualification of said bid, either in its totality or per item.

The equipment and all associated components shall be furnished complete and ready for use. The equipment furnished shall be the Manufacturer's latest listed and published model, or models, which meet all the applicable requirements of

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MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name: _____

these Specifications. These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said equipment and associated components.

All things not expressly mentioned in these Specifications, but involved in carrying out their intent are required by these Specifications; and the successful bidder shall perform the same as though they were specifically mentioned, described and delineated.

If Bidder allows cash discount, it shall be as follows:

For payment within 15 days of delivery and/or receipt of voucher.

For payment within 30 days of delivery and/or receipt of voucher.

Discount less than 1% will not be considered.

Cash discounts will not be considered in determining low bidders, but will be taken into consideration in awarding tie bids.

Any proposal may be withdrawn prior to the scheduled time for opening of proposals.

Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town.

3. Rejection of Bids

The Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its judgment and discretion to determine the lowest responsible bidder.

4. Method of Award

The Town reserves the right to award individual items of the Contract to separate vendors or to award the entire Contract to a single vendor, based on the Town's sole determination of what will enable the most cost effective and in the best interest of the Town.

5. Contract and Term of Contract

The Bid Proposal (the entire bid package, including but not limited to, bid award acknowledgement, non-collusive certificate and price sheet) shall constitute the

(Page Four: BID FOR: PURCHASE OF STREET LIGHT AND TRAFFIC SIGNAL
MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name: _____

contract between the Town and the Contractor. The submission of a bid shall be deemed acceptance of the specifications/contract provisions and shall take full force and effect upon signing of the bid documents **subject to** award of contract. Any contract provisions that have not been stated herein will be drafted and included as necessary.

The contract term shall be for a period of one year to commence on the date of the bid award, however, the Town may consider extending the contract term for an additional one year term under the same terms and conditions as set forth in the bid specifications.

6. Award of Contract

The contract shall be awarded by the adoption of a resolution of the Town Board of the Town of Riverhead. The Town reserves the right to reject any and all bids.

7. Quantity

The Town of Riverhead is in no way obligated to purchase quantities listed in these specifications nor is the Town limited to said quantities.

8. Description of Unit, Component, or Equipment by Model or Brand Name

The mention in the specifications of any unit, component, or equipment by brand name and/or model is meant to convey to the potential bidder the type and quality of the product required and desired by the Town. Any unit, component, or equipment which is of equal type and quality may be considered as such and may be acceptable to the Town, upon agreement by the Town Board to that fact, unless these specifications identify the requirement of model, type, brand and restrict, limit or prohibit such substitution. The decision of the Town Board to accept or reject an equal type and quality shall be deemed final.

9. Delivery

Contractor shall make delivery within 6 weeks after receipt of an order via purchase order. All equipment/supplies delivered shall be delivered "on the ground" at the delivery point designated on the purchase order. All prices are F.O.B.

10. Independent Contractor

It is understood that the Vendor is an independent contractor with respect to its performance under this contract, and shall assume all risks and responsibilities for

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Vendor Name: _____

Regulations, Orders, Permits and Licenses and with Fire Underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control.

II. COMPLIANCE WITH RULES AND REGULATIONS

The unit and associated equipment furnished shall comply with all provisions which would be applicable if the Town of Riverhead were deemed either a private or public corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with Fire Underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control.

III. DEVIATION

Minor deviations from the provisions of these Specifications will be considered to permit manufacturers to follow their standard manufacturing process.

Such deviations will be approved, however, only in the sole discretion of the Town of Riverhead and only if in its opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts.

All proposed minor deviations, with full details, must be listed on a separate Detail Sheet, which must be attached to and made part of this bid.

The Town of Riverhead reserves the absolute right in its sole discretion to accept that bid, if any, which under all circumstances will best serve the public interest.

IV. GUARANTEE

The vendor warrants and guarantees the equipment herein specified, including all associated equipment furnished, against any defects in design, workmanship and materials, and against failure to operate satisfactorily for a period of six months from the date of acceptance of the units, except defects or failure shown by the vendor. The vendor also warrants and guarantees that the equipment herein specified, if found to be defective or in need of repairs, will be picked up from and delivered back to the Town of Riverhead within a reasonable length of time.

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Vendor Name: _____

V. WARRANTY

Bidders shall provide the Town of Riverhead with a written one-year warranty of all parts and equipment.

VI. PRICES

The bidder certifies that the prices quoted herein (Bid Specifications Price Sheet) do not include federal excise tax or any federal, New York State or City sales tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any municipal building or site within the Town of Riverhead.

If a like or lower quantity of a standard item contained in this bid is sold by a vendor at a price less than the prices quoted herein, the price to the Town of Riverhead shall be reduced to that lower price.

Note, the Town reserves the right to make purchases of materials, equipment, or supplies, or to contract for services, when available, through the county in which the political subdivision or district is located or through any county with-in the State as set forth in General Municipal Law 103(3) and the Town reserves the right to make purchases of materials, equipment, or supplies, or to contract for services available pursuant to sections one hundred sixty-one and one hundred sixty-seven of the State Finance Law through the Office of General Services as set forth in General Municipal Law 104 provided such purchase or service may be made upon the same terms, conditions and specifications at a lower price.

(Please make certain that you review roman numeral VIII titled "NOTES" prior to completion of Bid Specifications Price Sheet.)

SIGNED BY

TITLE

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MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name:_____

**TOWN OF RIVERHEAD
STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS 2018-2019**

**VII. BID SPECIFICATIONS PRICE SHEET
(PLEASE COMPLETE THE FOLLOWING)**

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE: _____

COMPANY FAX: _____

COMPANY CONTACT: _____

EMAIL ADDRESS: _____

DATE: _____

SIGNED: _____

TITLE: _____

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MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name: _____

**TOWN OF RIVERHEAD
BID SPECIFICATIONS PRICE SHEET**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>BULBS – MEDIUM BASE</u>		
B1	50W HPS LU (C50S68)	
B2	100W MH (M90)-(Court Parking)	
B3	150W HPS LU (C150S68)	
<u>BULBS – MOGUL BASE – HPS LU (CLR)</u>		
B5	70W (C70S62)	
B6	100W (C100S54)	
B7	150W (C150S055)	
B8	250W (C250S50)	
B9	400W (C400S51)	
B10	1000W (C1000S52)	
<u>METAL HALIDE</u>		
B11	175W (MH175/U)	
B12	250W (MH 250/U)	
<u>TRAFFIC SIGNAL BULBS</u>		
TB1	69W A21/TS SHORT STEM (120V)	
TB2	116W A21/TS SHORT STEM (120V)	
<u>TRANSFORMERS (ADVANCE MODELS ONLY)</u>		
<u>HPS LU</u>		
T1	70W ADVANCE 71A7971001D	
T2	100W (C100S54)	
T3	150W (C150S55)	
T4	250W (C250S50)	
T5	400W (C400S510)	
T6	1000W (C100S52)	
<u>METAL HALIDE</u>	BALLASTS	
T8	100W (MH100)-(Court Parking)-Medium	

Vendor Name: _____

T9	150W (MH150)-(Court Parking)-Medium	
T10	175W (MH 175/U)-Mogul	
T11	250W (MH 250/U)-Mogul	
T12	400W (MH 400/U) MULTI VOLT-Mogul	
T13	1000W (MH 1000/U)-Mogul	
T14	1500W (MH 1500/BU)-Mogul	
<u>MISC SUPPLIES FOR STREET LIGHTS</u>		
MC1	PHOTO CELLS 6390 MULTI VOLT	
	120/208/240/277 TWIST LOCK VOLT	
	RANGE 105-308 (BROWN OR GREY)	
MC2	PHOTO CELLS – AREA LIGHTING	
	RESEARCH #AA-305	
MC3	IGNITOR 35 THROUGH 400W 35-967410-51	
MC4	TWIST LOCK REPLACEMENT SOCKET	
	(FIXTURE M2ARSIN2LMS21)	
MC5	8’ LONG ALUMINUM ARM WITH	
	GROMMETS & GROUND LUGS, 18”	
	RISE FROM RIGHT ANGLE	
MC6	G.E. IGNITOR – 150W HPS 52-55VLP	
MC7	G.E. IGNITOR – GE35-216702R22	
MC8	MULB 30862 TWISTLOCK RECEPTICAL	
	(ALR AM-2A)	
MC9	3M 1700 ELECTRIC TAPE ¾”W X 60’ (BLK)	
MC10	3M 1700 ELECTRIC TAPE ¾” X 60’ (RED)	
MC11	3M 1700 ELECTRIC TAPE ¾” X 60’ (WHITE)	
MC12	3M 1700 ELECTRIC TAPE ¾” X 60’ (BLUE)	
MC13	3M 1700 ELECTRIC TAPE ¾” X 60’ (GREEN)	
<u>BURNDY SERVIT SPLIT BOLTS & CLAMP</u>		
BC1	KS-20 BOLT	
BC2	KS-23 BOLT	
BC3	KS-25 BOLT	
BC4	UC33R CLAMP	
BC5	PARALLEL CLAMP (UC28RS)	
<u>FIXTURES & POLES</u>		
FP1	20’ TEST POLE HIGHLINE (HL-100)	
	BLACK	
FP2	70W HPS LU TOWN & COUNTRY POLE	
	MOUNT FIXTURE WITH PHOTO CELL	

Vendor Name: _____

	115 VOLT, HPF BALLAST	
FP3	RCT4M100YE52BA (DOWNTOWN)	
<u>GE FIXTURES (WITH PHOTO CELL & LEXAN REFRACTOR</u>		
FP4	70W HPS LU M2AC07SIN2LMS21	
FP5	150W HPS LU M2AC15SIN2LMS21	
FP6	35-962470-04 FLAT LENS GLASS	
FP7	ERL1007D340EGRAY 58W LED COBRA (MN RDS)	
FP8	ERL1-0-04-B3-40-A-GRAY 31W LED COBRA (SECONDARY RDS)	
FP9	EPAS-0-B5-A-41-B-2-F-BLCK-FT	
FP10	EPAS-0-D5-A-41-B-2-F-BLCK-FT	
FP11	T10R07S1H2LMS3BL EVOLVE LED POST TOP	
FP212	EPAS4B5A41B2FBLCK (AVERY)	
FP13	EPAS4D5A41B2FBLCK (AVERY)	
<u>COOPER FIXTURES</u>		
FP14	COOPER LXC 70SR222U0024, 70 WATT, COLONIAL, MOGAL BASE, 120V, TOP MOUNTED TWIST ON PHOTO CELL (Subdivision Lt Not LED-Town & Country Look)	
<u>BOLLARDS</u>		
BF1	VISIONAIRE LGT BRONZE OWK-3-8S42-COG-60L-LED-55KL-UNV-AB-VRB	
BF2	ELE2-3-T3-144LC-5-4K-UNV-KM-BZ (1 ST ST FLD)	
<u>POWER DOORS FOR (GE) M2AR SIN2LS21</u>		
PD1	70W HPS LU	
PD2	150W HPS LU	
<u>FUSE & FUSE HOLDERS</u>		
FH1	HEB-AA FUSE HOLDER	
FH2	KTK 15 AMP 600V MIDGET FUSE	
FH3	KTK 20 AMP 600V MIDGET FUSE	
FH4	KTK 30 AMP 600V MIDGET FUSE	
<u>TRAFFIC SIGNAL LED LENS</u>		

Vendor Name: _____

LL1	8" LED TRAFFIC SIGNAL MODULE (GREEN)	
LL2	8" LED TRAFFIC SIGNAL MODULE (YELLOW)	
LL3	8" LED TRAFFIC SIGNAL MODULE (RED)	
LL4	12" LED TRAFFIC SIGNAL MODULE (GREEN)	
LL5	12" LED TRAFFIC SIGNAL MODULE (YELLOW)	
LL6	12" LED TRAFFIC SIGNAL MODULE (RED)	
LL7	8" ARROW (GREEN/AMBER)	
LL8	12" ARROW (GREEN/AMBER)	
<u>LED TRAFFIC SIGNALS</u>		
LTS1	T7SS ENCOM SPREAD SPECTRUM COORDINATION UNIT	
LTS2	T7SS ATENEX YAGI ANTENNA	
LTS3	T10CB GEL CORE (2) PEDESTRIAN SIGNALS COUNTDOWN, LED	
LTS4	T10LA GEL CORE (4) PEDESTRIAN SIGNALS	
LTS5	T12LED GEL CORE (36)-12" BALL LED TRAFFIC SIGNAL SECTIONS	
LTS6	T16 ECONOLITE 2070L S/N 8896 W/LB COM CRD	
	8 TRAFFIC SIGNAL CONTROLLER	
LTS7	T16 PDC 200 (4)-LOAD SWITCHES	
LTS8	T16 PDC 204 (1)-FLASHER	
LTS9	T16 EDI 210E (1) CONFLICT MONITOR	
LTS10	T16 EDI 222 (5)-2 CHANNEL LOOP DETECTOR	
LTS11	T16 GDI 242 (2)-2CHANNEL DC ISOLATION CRD	
LTS12	T16 GDI 4965A DATA TO FSK MODEM 9600 BAUD	
LTS13	T19 GTT (1)-OPTCOM GPS PREEMPTION CARD	
LTS14	T19 GTT (1)-OPTCOM GPS PREEMPTION SENSOR	
LTS15	T24 PELCO (4)-PEDESTRIAN PB ASSEMBLIES	
LTS16	T24C PELCO (2)-COUNTDOWN PEDESTRIAN PB ASSEMBLIES	
LTS17	210E SERIES TYPE 170/179 SIGNAL MONITOR	
LTS18	LM222 SERIES TWO CHANNEL LOOP MONITOR	

Vendor Name: _____

LTS19	MODEL 242DC ISOLATOR	
<u>MISCELLANEOUS ELECTRICAL SUPPLIES</u>		
ME1	SPLICE BOX POLYETHYLENE, STEEL COVER	
	(FP-4124-IS-PH-GU	
ME2	WEATHER PROOF PLUG END – MALE	
ME3	WEATHER PROOF PLUG END – FEMALE	
ME4	THHWN WIRE SOLID & STRANDED 10 GAUGE	
	500’ ROLL (WHITE, BLACK, GREEN)	
ME5	THHWN WIRE SOLID & STRANDED 12 GAUGE	
	500’ ROLL (WHITE, BLACK, GREEN)	
ME6	# 6 BARE COPPER WIRE 315’ ROLLS	
ME7	WIRE NUTS 500 PER BAG – 3M R/Y BULK	
	RED/YELLOW SPRING	
ME8	WIRE NUTS 500 PER BAG – 3M R/Y BULK	
	RED/YELLOW SPRING	
MES9	WIRE NUTS 500 PER BAG – 3M O/B BULK	
	ORANGE/BLUE SPRING	
ME10	12/3 SJO-WA WIRE	
ME11	RICHARDS # SDC 495 TAP CONNECTORS	

VIII. NOTES

1. ALL BULBS MUST BE AS MANUFACTURED IN THE UNITED STATES OF AMERICA BY G.E., PHILIPS, SYLVANIA OR OTHER ACCEPTABLE AMERICAN MADE MANUFACTURER. **NO FOREIGN MADE BULBS WILL ACCEPTED.** PRICES BID SHALL BE FOR AMERICAN MADE BULBS AS SUPPLIED BY ONE OF THE ABOVE MANUFACTURERS OR AN AMERICAN MANUFACTURER DEEMED ACCEPTABLE BY THE TOWN OF RIVERHEAD.
2. UNIT PRICE SHOULD INCLUDE DELIVERY CHARGE TO RIVERHEAD, STREET LIGHTING MAINTENANCE BUILDING, 1295 PULASKI STREET, RIVERHEAD AND SHALL REMAIN IN EFFECT FOR ENTIRE CONTRACT PERIOD.
3. ITEMS MAY BE AWARDED SEPARATELY TO VENDORS AS LISTED ON THE OFFICIAL TOWN OF RIVERHEAD AWARD RESOLUTION.
4. QUANTITIES SHOWN ARE APPROXIMATE. THE TOWN OF RIVERHEAD RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS NEEDED.

Vendor Name: _____

5. **COMPLETED BID SUBMISSIONS BY VENDORS IN CONJUNCTION WITH THE ISSUANCE OF A TOWN OF RIVERHEAD AWARD RESOLUTION AND A TOWN OF RIVERHEAD OFFICIAL PURCHASE ORDER WILL CONSTITUTE A CONTRACTUAL AGREEMENT.**

Date: _____

SIGNED BY

COMPANY NAME

TITLE

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MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name: _____

BID AWARD ACKNOWLEDGEMENT

I, _____ on behalf of _____
(Name) (Identify Contractor/Vendor, i.e.: Self, Business or Corporate Entity)

acknowledge that I have read the bid specifications and all such terms and conditions, including the Town reservation of right to make purchases of materials, equipment, or supplies, or to contract for services, when available, through the county in which the political subdivision or district is located or through any county with-in the state as set forth in General Municipal Law 103(3) and the Town reserves the right to make purchases of materials, equipment, or supplies, or to contract for services available pursuant to sections one hundred sixty-one and one hundred sixty-seven of the state finance law through the office of general services as set forth in General Municipal Law 104 provided such purchase or service may be made upon the same terms, conditions and specifications at a lower price and fully understand and agree to all such terms and conditions set forth in the bid specifications.

**Please make certain that you complete all information requested in the Bid Proposal, Bid Form and Acknowledgement of Bid, including, name & contact information, complete bid sheet, and sign all forms.*

**In addition to the above, please make certain that you complete all information requested in the Non-Collusive Certificate and Iran Divestment Act Certification.*

Signature: _____

Print Name: _____

Title: _____

Dated: _____

NON-COLLUSIVE CERTIFICATE
(MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (BIDDER), BEING DULY SWORN, DEPOSES
AND SAYS:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Address: _____

Sworn to before me this

_____ day of _____, 20____

NOTARY PUBLIC

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MAINTENANCE REPAIR PARTS 2018-2019)

Vendor Name: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Vendor Name: _____

Piggyback Clause & Reservation of Rights to Purchase Under Legally Available Alternate Procurement Sources

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) or bidder offering best value in part or in whole who meet(s) all the terms of the specifications. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, notwithstanding an award pursuant to these specifications, the Town reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it, including but not limited to New York State Office of General Services or County of Suffolk Shared Services Initiative/Purchasing Cooperative, at the current bid price provided under such bid/contract, without notice to the vendor if it is deemed appropriate and in the best interests of the Town of Riverhead and the vendor shall have no recourse to the Town for any lost profit resulting from this action.

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Vendor Name: _____