



TOWN OF RIVERHEAD

Laura Jens-Smith, Supervisor

200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID #HF-2018-2019

BID FOR: HEATING FUEL 2018-2019

BIDDER'S NAME

BIDDER'S ADDRESS

CITY, STATE, ZIP

____ () _____ () _____
DATE PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

In compliance with your advertisement for bids to be opened on **OCTOBER 15, 2018** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications, contained herein, on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein 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.

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of HEATING FUEL for the use by the Town of Riverhead will be received by the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901 until **11:05 pm on OCTOBER 15, 2018**, at which time they will be publicly opened and read aloud.

Bid packets, including specifications, may be examined and/or obtained on **SEPTEMBER 27, 2018**, on the Town's website at www.townofriverheadny.gov. Click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "**Bids for "Heating Fuel 2018-2019"**".

Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "**Exceptions to the Specifications**" and attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if they believe such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

Vendor Name:_____

GENERAL SPECIFICATIONS

Bidders shall be responsible to carefully examine the specifications enclosed.

Bidders shall furnish their price as called for on the bid proposal sheet.

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

COMPLIANCE WITH RULES AND REGULATIONS

The associated product furnished shall comply with all provisions which would be applicable if the Town of Riverhead were a private corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with fire underwriters requirement, requirements set forth herein exceed such provisions, these Specifications shall control, only if applicable to this particular bid.

DEVIATION

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.

QUANTITY

The Town of Riverhead is in no way obligated to purchase quantities neither shown nor limited to said quantities listed.

RESERVATIONS

The Town Board of the Town of Riverhead reserves the right and responsibility to reject any or all bids if they believe such action to be in the best interest of the Town.

CONTRACT PERIOD

The contract period shall be effective for one year from date of award. At the termination of this contract, the contract may be extended (not to exceed two (2) extensions) for a total three (3) year contract at the sole discretion of the Town of Riverhead and with the consent of the vendor wherein the price will remain the same.

PIGGYBACKING CLAUSE

METHOD OF AWARD

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) 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 an 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 New York State General Municipal Law 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, 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.

Vendor Name: _____

18. Insurance

a) Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in their negligent performance under this contract.

b) The contractor shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The contractor is an independent contractor and is not an employee of the Town of Riverhead. During the term of this contract, the contractor shall, at their own expense, carry insurance with minimum limits as follows: a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and b. Proof of professional liability insurance in the amount of \$1,000,000.00; and c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$250,000, per occurrence, \$500,000 (total). In the event the contractor fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

c) During the term of this contract and any extension of said contract, the bidder shall, at its own expense, carry insurance minimum limits as set forth above.

Vendor Name: _____

**TOWN OF RIVERHEAD
HOLD SAFE AND HARMLESS AGREEMENT**

The within Hold Safe and Harmless Agreement is made between the Town of Riverhead, a municipal corporation with an address at 200 Howell Avenue, Riverhead, New York 11901, _____, a domestic corporation with an address at _____, (hereinafter "Contractor").

Contractor represents that it provides services to the Town and that it requires access to the Town's property located at _____. The Town grants the contractor a temporary license to enter upon the premises to perform the service for the Town.

Contractor has been advised, understands and agrees that it is electing to enter upon the premises with no representations of any kind whatsoever and further contractor agrees to the use of the above referenced area from the Town of Riverhead freely and voluntarily.

Contractor, by _____, indicates that he/she is 18 years of age; that he/she has read and understands the foregoing; that he/she has been authorized by the contractor to sign same and agrees to the terms and conditions of this agreement, intending that the contractor to be legally bound by them.

Contractor hereby assumes all responsibility and risk of injury that might occur to me or my property and agree to indemnify, hold harmless, release and defend the TOWN OF RIVERHEAD, its officers, agents, servants and employees from any and all claims or suits for property damage or loss, or personal injury, including death sustained, whether or not damages or injuries are caused directly or indirectly by the negligence of agents, servants or employees of the TOWN OF RIVERHEAD, arising out of or related to this agreement.

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless owner, contractor, architect and consultants, agents and employees of any of them (individually or collectively, "Indemnity") from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of

the work under the agreement and any change orders or additions to the work included in the agreement, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and cause in whole or in part by any actual or alleged:

- Act or omission of the contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or

Vendor Name: _____

- Violation of any statutory duty, regulation, ordinance, rule or obligation by an indemnitee provided that the violation arises out of or is in any way connected with the contractor's performance or lack of performance of the work under the agreement.

The contractor's obligations under this agreement shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the contractor.

In the event that an indemnitee is determined to be any percent negligent pursuant to any verdict or judgment, then, in addition to the foregoing, contractor's obligation to indemnify the indemnitee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the contractor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the contractor is liable.

The indemnity obligation under this contract shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity described in this contract.

In any and all claims against an indemnitee by any employee of the contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the indemnification obligation under this contract shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation under this contract shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an indemnitee as described in the agreement.

Agreed to this _____ day of _____, 20 _____.

(NAME OF CONTRACTOR)

By: _____
(SIGNATURE)

(PRINTED NAME)

Subscribed and sworn to me on this _____ day of _____, 20 _____.

Notary Public in and for the State of _____.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

Vendor Name: _____

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

Vendor Name: _____

BID PROPOSAL SHEET

HEATING FUEL

BID # HF-2018-2019

#2 FUEL OIL SPECIFICATIONS AND BIDDER INFORMATION

CONTRACT PERIOD - ONE YEAR FROM DATE OF AWARD The Town reserves the privilege to renew contract after one year as well as to cancel contract at any time without notice.

PRODUCT TO BE PURCHASED; #2 HEATING FUEL OIL ONLY.

APPROXIMATE ANNUAL REQUIREMENT; 5,000 TO 6,000 GALLONS

DELIVERY SITES

DELIVERY REQUIREMENTS – AUTOMATIC DELIVERY; It shall be the contract bidder's responsibility to see that there is always fuel in the tank.

THIS BELOW SITE WILL BE DELIVERED ON A WILL-CALL BASIS

1. Henry Pfieffer Community Center, Calverton Building, Calverton, NY (1000 gallons)
2. Calverton Sewer District, Burman Blvd., Calverton, NY (275 gallons)

THIS BID AWARD SHALL STAY IN EFFECT UNTIL ONE YEAR FROM DATE OF
AWARD.

Vendor Name:_____

BID FORM FOR 2018-2019 #2 HEATING FUEL OIL CONTRACT

WE AGREE TO SELL TO THE Town of Riverhead Product #2 Fuel Oil under the terms and conditions set forth on the Specification sheet at the following delivered price:

Northville tank car reseller price plus/minus _____per gallon.

PLEASE WRITE THIS PRICE IN WHOLE DOLLAR AMOUNTS
(IE.PRICE AT TEN CENTS MARGIN OVER POSTING)

Vendor Name:_____

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER

ADDRESS

CITY, STATE, ZIP CODE

CONTACT PERSON

DATE

SIGNATURE OF DEALER/AGENT

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: _____

NOTICE TO PROSPECTIVE BIDDERS

In order to properly expedite the receipt and processing of the bid that you are submitting, you must affix the "IDENTIFICATION LABEL" below to the outer envelope of your sealed bid and deliver it by U.S. Mail, public carrier- such as UPS, FEDEX, or by hand delivery.

Affix the IDENTIFICIATION LABEL to the sealed outer envelope.

FAXED OR ELECTRONIC BIDS SHALL NOT BE ACCEPTED.

DELIVERY BY SUCH METHODS SHALL RESULT IN AUTOMATIC DISQUALIFICATION.
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Vendor Name:_____

**TOWN OF RIVERHEAD
TOWN CLERK'S OFFICE**

VENDOR'S NAME _____

BID NAME: _____

DUE DATE: _____

SEALED BID ENCLOSED

Vendor Name: _____