



**TOWN OF RIVERHEAD**  
*Yvette Aguiar, Supervisor*  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

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**BID FOR:**  
**REPLACEMENT OF LARGE METERS**  
**FOR RIVERHEAD WATER DISTRICT**

BIDDERS NAME \_\_\_\_\_

BIDDERS ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

In compliance with your advertisement for bids to be opened on July 27, 2023 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,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

Bidders are invited to attend the bid opening.

BIDDER'S NAME: \_\_\_\_\_

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **REPLACEMENT OF LARGE METERS FOR RIVERHEAD WATER DISTRICT** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on July 27, 2023** at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after July 13, 2023. Click on "Online Services" and "Bids" and follow the instructions to register.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**DIANE M. WILHELM, TOWN CLERK**

BIDDER'S NAME: \_\_\_\_\_

**TOWN OF RIVERHEAD  
BID SPECIFICATION**

**REPLACEMENT OF LARGE METERS  
FOR RIVERHEAD WATER DISTRICT**

**I. General Description**

**PURPOSE**

The Riverhead Water District is requesting qualified contractors to submit proposals to remove and replace existing water meters that are 1.5" and greater within a below grade meter vault and/or inside a building. Cost proposals shall be based on the information described herein.

It is expressly understood that each contractor shall be responsible for visiting the subject sites either prior to or immediately after bidding to ascertain work conditions.

**SCOPE OF WORK**

The Riverhead Water District is requesting proposals to remove and replace existing water meters at various locations within the boundaries of the Riverhead Water District. The existing meters are located within an exterior below grade concrete vault and/or inside a building. The scope of work to be included within your bid price shall include:

1. Utility mark-out with advanced registry.
2. Road Opening Permit, if required
3. Removal and disposal of existing water meter.
4. Installation of new water meter (supplied by District) within existing vault including cutting of existing water main.
5. Furnishing of all material required to install new meter including new flange adaptor, hardware, blocking and all incidentals.
6. Cost shall observe current NYS Prevailing Wages.
7. Contractor shall be responsible for observing OSHA confined space entry protocols.
8. Protection of work are including maintenance and protection of traffic.
9. Restoration of all disturbed areas to original condition.
10. Provide documentation to include detailed before & after survey photos of meter replacement.
11. Completed work order (see appendix A).

BIDDER'S NAME: \_\_\_\_\_

## TIME FRAME

The contractor shall mobilize to site and commence work within ten (10) business days of Notice to Proceed from Riverhead Water District. The contractor shall complete the work and return water service on the same day as commencement and is not permitted to demobilize from site until work is completed.

## BONDS, INSURANCES, HOLD HARMLESS & SAFE AGREEMENT

The contractor shall be required to provide the proper insurance as indicated on the attached Contract pages. A Maintenance Bond is required under this contract to cover the full project cost for a period of one year after acceptance (see appendix B).

## II. General Requirements

**Bids:** Unless prices and all information requested are complete, bid may be disregarded and given no consideration. All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid. All bids must be signed with the firm's name and by a responsible officer or employee.

**Submission of Bids:** Each bid must be submitted on the prescribed form in a sealed envelope clearly marked "**REPLACEMENT OF LARGE METERS FOR RIVERHEAD WATER DISTRICT**" and filed with the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York on or before **11:00 am on July 27, 2023** at which time they will be publicly opened and read aloud.

Information must be furnished complete in compliance with the terms, conditions, and provisions of the bid specifications. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the Town reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided. Bids shall be for the total net price including all applicable taxes and charges, delivered F.O.B., Town of Riverhead.

Bids and modifications or corrections thereof received after the closing time specified will not be considered. Note, no telephone, e-mail or facsimile of bids will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

The Town reserves the right to accept and/or reject any and all bids and waive and formalities in the bidding procedures to the extent permitted by law and make the award as may be deemed in the best interest of the Town.

BIDDER'S NAME: \_\_\_\_\_

### III. General Bid Specifications

#### **Bid Form**

Each bid shall be submitted on the required Bid Sheet; Exceptions to Specifications, Bidder Qualifications, Non-Collusive Bidding Certificate and Iran Divestment Act Certification must be submitted with each bid and must be signed by the same individual entering the bid. All bids or bidders not adhering to any of the requirements herein may be rejected.

**Bid Postponement and Amendment:** The Town of Riverhead reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective bidders. Prospective bidders are defined as those bidders listed on the Town's bids list for this material, or who have obtained bid documents subsequent to the bid advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Town shall enable bidders to revise their bids. In any case, the bid opening shall be at least two (2) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of bids.

**Bid Withdrawal:** After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written telegraphic notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid.

**Award:** The Town of Riverhead reserves the right to accept bids, award bids and/or not award bids, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears from all consideration to be for the best interest of the Town of Riverhead.

Notice of bid award, if bid be awarded, will be made within thirty (30) days of opening of bids to the lowest responsive and responsible seller, whose bid proposal complies with all the requirements in the bid specifications.

**New York Law:** The Notice to Bidders and Bid Specifications shall be governed according to the laws of the State of New York.

BIDDER'S NAME: \_\_\_\_\_

#### **IV. Bid Sheet**

#### **PROPOSAL**

#### **REPLACEMENT OF LARGE WATER METERS FOR RIVERHEAD WATER DISTRICT**

THE UNDERSIGNED HEREBY OFFERS TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO PERFORM THE WORK AS DESCRIBED FOR THE FOLLOWING INDIVIDUAL AND LUMP SUM PRICES:

Item 1: Removal and replacement of a 1.5" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

1a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

1b: Water meter inside building Total bid price \_\_\_\_\_

Item 2: Removal and replacement of a 1.5" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

2a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

2b: Water meter inside building Total bid price \_\_\_\_\_

Item 3: Removal and replacement of a 2" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

3a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

3b: Water meter inside building Total bid price \_\_\_\_\_

Item 4: Removal and replacement of a 2" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

4a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

4b: Water meter inside building Total bid price \_\_\_\_\_

Item 5: Removal and replacement of a 3" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

5a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

5b: Water meter inside building Total bid price \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

Item 6: Removal and replacement of a 3" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

6a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

6b: Water meter inside building Total bid price \_\_\_\_\_

Item 7: Removal and replacement of a 4" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

7a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

7b: Water meter inside building Total bid price \_\_\_\_\_

Item 8: Removal and replacement of a 4" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

8a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

8b: Water meter inside building Total bid price \_\_\_\_\_

Item 9: Removal and replacement of a 6" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

9a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

9b: Water meter inside building Total bid price \_\_\_\_\_

Item 10: Removal and replacement of a 6" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

10a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

10b: Water meter inside building Total bid price \_\_\_\_\_

Item 11: Removal and replacement of an 8" water meter as described during normal business hours (Monday – Friday; 7:00am to 4:30pm)

11a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

11b: Water meter inside building Total bid price \_\_\_\_\_

Item 12: Removal and replacement of an 8" water meter as described during overtime hours (Monday – Friday; 7:00pm – 7:00am, weekends and holidays)

12a: Water meter in a meter vault (confined space) Total bid price \_\_\_\_\_

12b: Water meter inside building Total bid price \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

**ACCEPTANCE SHEET**

**MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**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.**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

## **APPENDIX A**

### **METER REPLACEMENT WORK ORDER**

Service Location: \_\_\_\_\_

Account #: \_\_\_\_\_

Install date: \_\_\_\_\_ Technician: \_\_\_\_\_

Old Meter Information		New Meter Information	
Meter #		Meter Manufacturer	
Register #		Meter #	
Final Reading		Register id #	
Outside remote read		Meter size	
Measurement type	Gallons	Radio id #	
Meter size		Measurement type	
Radio id #		Remote location	
Meter location		Beginning reading	
Service type			
Service size			

#### **WORK PERFORMED**

	Y or N	initial		Y or N	initial
Replaced meter			Confined space		
Installed radio			Install meter flanges		
Installed radio cover			Installed meter (cut-in)		
Drilled pit lid			Installed ground clamps		
Replaced valve			Install meter coupling		

## **APPENDIX B**

### **INSURANCE**

The Contractor shall not commence any work until he has obtained and had approved by the TOWN DISTRICT all of the insurance required under this Contract as enumerated herein:

- Workers Compensation Insurance
- Commercial General Liability
- Owner's (Town, District) Protective Public Liability and Property Damage Insurance
- Automobile Liability Insurance

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the TOWN DISTRICT.

A. Workers' Compensation Insurance - The Contractor shall take out and maintain, during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

B. Commercial General Liability and Umbrella Liability - The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability and Umbrella Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- (1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence and TWO MILLION DOLLARS (\$2,000,000.) general aggregate.
- (2) Umbrella Liability for bodily injury and property damage in an amount of not less than FIVE MILLION DOLLARS (5,000,000).

C. Commercial General Liability and Umbrella Liability - The above policies for commercial general liability insurance must be so written as to include Contractor's Protective Liability Insurance to protect the Contractor against claims arising from the operations of any subcontractor.

The above policy for commercial general liability insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors – scheduled person or organization" endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, "additional insured – owners, lessees or contractors - completed operations" endorsement (see attached sample), or its equivalent.

BIDDER'S NAME \_\_\_\_\_

D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, et.al. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.

E. Owner's Protective Liability Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Owner's Protective Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) combined single limit for all damages for each occurrence and a total limit of TWO MILLION DOLLARS (\$2,000,000.) general aggregate for all damages. The insurance must fully cover the legal liability of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.

F. Commercial Automobile Liability Insurance - The Contractor shall take out and maintain during the life of the Contract such commercial automobile liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- (1) Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries and property damage, including wrongful death, per occurrence.
- (2) Umbrella liability for bodily injury and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

The Contractor shall furnish the TOWN DISTRICT with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to subdivision D. above. In respect to this paragraph, the Contractor shall furnish the TOWN DISTRICT with the original insurance policy.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the TOWN DISTRICT and Engineer with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation.

#### WAGE RATES & GENERAL PROVISIONS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws, as amended, provide that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the

BIDDER'S NAME \_\_\_\_\_

wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers, or mechanics upon the work called for under this Contract, or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker, or mechanic employed by the Contractor, subcontractor, or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which required the payment of the prevailing rate of wages and the eight (8) hour day.

Section 220A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each, respectively.

Section 220B of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by, him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making of a false oath or verification.

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates are established by the Industrial Commissioner, State of New York, for this Contract. It is the contractor's responsibility to ensure wages are paid in accordance with latest revision.

All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL Section 761.

BIDDER'S 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, acting through the RIVERHEAD WATER DISTRICT (hereinafter "Town") and

\_\_\_\_\_, a domestic corporation with an address at \_\_\_\_\_, (hereinafter "Con-tractor").

Contractor represents that it that provides services to the Town and that it requires access to the Town's property located at \_\_\_\_\_. The Town grants 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 CONTRACTOR to sign same and agrees to the terms and conditions of this agreement, intending that 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, 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 caused 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
- 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.

BIDDER'S NAME \_\_\_\_\_

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\_\_\_\_\_.

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(NAME OF CONTRACTOR)

By: \_\_\_\_\_

(SIGNATURE)

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(PRINTED NAME)

Subscribed and sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_.

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NOTARY PUBLIC (NOTARY STAMP/SEAL)

BIDDER'S NAME \_\_\_\_\_

### BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

#### **Section A.**

1. Name of Offeror/Organization: \_\_\_\_\_
2. Main Office Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. If a Corporation, Indicate State Incorporated In: \_\_\_\_\_
5. **NAME OF PARTNERS**      **HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

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If Bidder is a CORPORATION, complete the information below:

Name and Address of President: \_\_\_\_\_

Name and Address of Vice President: \_\_\_\_\_

Name and Address of Secretary: \_\_\_\_\_

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No \_\_\_\_\_

If yes, please provide:

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

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

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#### **Section B.**

Provide information below regarding similar contracts held:

Organization Name: \_\_\_\_\_

Contact Person (Name and Phone Number): \_\_\_\_\_

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

Amount of Contract: \_\_\_\_\_

Date Completed: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

**Section C.**

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_
2. Have you ever defaulted on a contract? Yes/No \_\_\_\_\_ If yes, state where and why:

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3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No \_\_\_\_\_

If yes, state name of individual, other organization and reason:

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4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No \_\_\_\_\_ if yes, state name and reason:

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

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6. Who will personally supervise this contract?

Name and Phone Number

Title

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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references:

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9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

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11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

**Section D.**

(\*Delete phrases that are not applicable)

I, \_\_\_\_\_ the \*(applicant herein), (an officer or agent of the corporate applicant) namely its \_\_\_\_\_,(list corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

\_\_\_\_\_  
Signature: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

**GENERAL MUNICIPAL LAW – SECTION 103-d**

**Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix corporate seal if contractor is a corporation.

Sworn to before me this

day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BIDDER'S 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.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

### **NON-DISCRIMINATION STATEMENT**

During the performance of the agreement, the CONTRACTOR hereby agrees that it will not directly or indirectly discriminate against any employee or applicant for employment in accordance with appropriate New York State and Federal Laws.

### **SEXUAL HARASSMENT PREVENTION STATEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-G of the Labor Law.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BIDDERS NAME: \_\_\_\_\_

Please complete and affix to your sealed bid envelope.



**BIDS MUST BE DELIVERED TO THE TOWN CLERK**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BID NAME: REPLACEMENT OF LARGE WATER METERS**

**BID OPENING DATE: July 27, 2023**

**TIME: 11:00AM**

**BIDS MUST BE DELIVERED TO:**

**TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**PRIOR TO 11AM ON July 27, 2023**

**LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON**