



# TOWN OF RIVERHEAD

*Yvette Aguiar, Supervisor*

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

## BID FOR: TRAFFIC SIGNAL EMERGENCY REPAIR AND ADDITIONAL WORK AS AUTHORIZED 2020-2021

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

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

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

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

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

In compliance with your advertisement for bids to be opened **October 1, 2020 at 11:00 am** 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: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **TRAFFIC SIGNAL EMERGENCY REPAIR AND ADDITIONAL WORK AS AUTHORIZED 2020-2021**, for use by the Town of Riverhead, 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 **October 1, 2020**, 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** on or after **September 24, 2020**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **TRAFFIC SIGNAL EMERGENCY REPAIR AND ADDITIONAL WORK AS AUTHORIZED 2020-2021**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before October 1, 2020 at 11:00 a.m. 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.**

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes 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**

## I. GENERAL BID SPECIFICATIONS

### 1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said chemicals. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting **one original and one copy** of their bid to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for **TRAFFIC SIGNAL EMERGENCY REPAIR AND ADDITIONAL WORK AS AUTHORIZED 2020-2021**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov) prior to the bid opening. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening. **Verbal questions will not be entertained.**

**Bidders must submit one original copy of their bids.** The original must be sealed and clearly marked "**TRAFFIC SIGNAL EMERGENCY REPAIR AND ADDITIONAL WORK AS AUTHORIZED 2020-2021**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply good/parts within the requested time frames. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Any bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide an MSDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or the contractor.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

## **2. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

## **3. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least a one (1) year period from the date of the signed contract. The Town of Riverhead reserves the right to extend for an additional one year period or any such lesser amount as mutually agreed upon by and between Town and vendor subject to identical terms and conditions.

## **4. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **5. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **6. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the PURCHASING AGENT, in writing, of such findings at least five (5) days before the bid opening.

This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **7. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

## **8. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **9. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

## **10. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

## **11. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

## **12. Contract Term**

The term of the contract between the successful bidder and the Town shall be for two (2) years. At the end of the contract period, the contract may be extended for up to an additional two years in one (1) year increments or any such lesser amount as mutually agreed upon by and between Town and Vendor subject to identical terms and conditions. The Town also reserves the right to cancel this contract at any time without notice.

## **13. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

## **14. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

## **15. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Teresa Balducci, Purchasing Agent  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901**

## **16. Indemnification**

### **a. General Indemnification:**

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall maintain such insurance as will protect against claims under 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 its own expense, carry insurance minimum limits as Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified below (a, b, c) within thirty six hours of notification of successful bid and prior to commencement of any services identified in the contract/bid specification: 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 \$100,000 (per occurrence)/\$300,000 (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.

**17. 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 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, 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.

**18. Invoices & Payments**

All invoices for completed work shall be submitted for payment to:  
Town of Riverhead Engineering Department  
1295 Pulaski Street  
Riverhead, New York 11901

And/or emailed to :  
[clifford@townofriverheadny.gov](mailto:clifford@townofriverheadny.gov)

## **19. Municipal Indemnification**

The successful bidder must agree to save, keep, bear harmless and fully indemnify the Town and any of its officers, agents, or representatives from all damages, costs or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights of any person or persons in consequence of the use by the Town or by any of its officers, agents or representatives of articles supplied under the contract arising from bids submitted and of which the successful bidder and manufacturer are not lawfully entitled to sell, provided the Town gives the successful bidder and manufacturer prompt notice in writing of any suit and all information necessary to defend same.

## **20. Confidential and Proprietary Information**

- a. All information contained in the Bid is subject to production under the New York Freedom of Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release at such time identified in the Town of Riverhead Procurement Policy and as required under the Freedom of Information Act.
- b. Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the Town rejecting the Bid Response on the grounds that the Bid Response is not responsive.
- c. Limitations to Liability: Town of Riverhead assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to this bid, including requests for additional information. The Town assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.
- d. Bidder agrees to promptly provide any non-confidential information or materials required by the Town to respond to such requests, to the extent required by law.

## **21. Independent Contractor**

In the performance of this Agreement, the Bidder, including its employees, agents, and subcontractors shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the Town and the Bidder, including employer and employee, partnership, principal and agent, or joint venture.

## **22. Assignment**

The Contract resulting from this bid and the compensation, which may become due thereunder, are not assignable except with prior written approval of the Town.



## 23. Interpretation

The Contract resulting from this Solicitation shall be construed under the laws of the State of New York.

## 24. Indemnification

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

## 25. Bidder qualifications and experience requirements

Bidders of this contract must have a minimum of 10 years of experience installing, maintaining, repairing and modifying municipal traffic signals. This experience must include emergency repair of multi head traffic signals, controllers, pedestrian cross walk signals, underground and overhead vehicle detectors and traffic signal emergency services preemption. Bidders MUST provide a minimum of three municipal references for which the bidder has performed the above services. **ANY BIDS SUBMITTED WITHOUT THE REQUIRED REFERENCE FORM WILL BE REJECTED.**

## 26. Termination Process

### a. Termination for Convenience:

Notwithstanding anything contained herein, the Town may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The Town shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

### b. The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the Town's Purchasing Agent.

### c. This Agreement may be terminated by the Town upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the Town; (2) continued Work is deemed by the Town, in its sole discretion, not to be in the best interests of the Town; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

### d. Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Town may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the Town's option, become the Town's property. The Town shall pay the successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the Town may take all steps necessary to collect damages.

# **SPECIFICATIONS FOR ANNUAL TRAFFIC SIGNAL REPAIR AND INSTALLATION**

## **SECTION 1.0 – GENERAL**

### **1.1 SCOPE**

The contractor shall furnish all labor, equipment and material necessary to perform emergency repairs to traffic signals during normal working hours or after hours., The contractor shall also perform other traffic signal repairs, modifications, additions and upgrades as deemed necessary and as directed by the Town Engineer. Pricing shall be broken down into four items as follows:

Item 1: Emergency call out for repair of traffic signals during normal business hours (Monday thru Friday 7:30 AM to 4:30 PM)

Item 2: Emergency call out for repair of traffic signals after normal business hours.

Item 3: Additional traffic signal work requested by the Town Engineer or his designee during normal business hours (Monday thru Friday 7:30 AM to 4:30 PM). This work shall be performed on a “case by case” basis as direct by the Town Engineer. Work includes non-emergency repairs, changes, alterations, modifications or additions as needed.

Item 4: Additional traffic signal work requested by the Town Engineer or his designee AFTER normal business hours . This work shall be performed on a “case by case” basis as direct by the Town Engineer. Work includes non-emergency repairs, changes, alterations, modifications or additions as needed.

Replacement parts and materials necessary to perform the job will be billed at contractor’s certified cost plus 15%. Certified cost will be the actual amount paid to the supplier and must be documented by the submission of a copy of the supplier’s invoice along with the contractor’s invoice. Items under \$50 may be grouped together as “Miscellaneous Materials” and included in one total on the invoice.

### **1.2 CONTRACT PERIOD AND CONTRACT EXTENSION**

The term of this contract will be for two (2) years from contract execution. However, the Town reserves the right to extend this Contract under the same terms and conditions for up to two (2) additional years in one (1) year increments or any such lesser amount as mutually agreed upon by the owner and the contractor. The Town reserves the right to cancel this contract at any time without notice.

### **1.3 MOBILIZATION**

The Contractor shall provide 24 hour emergency call out for repair of traffic signals as deemed necessary by the Town Engineer or the Police Department. The MAXIMUM response time to the site of the repair shall be 2 hours. The contractor shall also provide any additional traffic signal work as deemed necessary by the Town Engineer both during normal working hours and, during off hours when necessary. The contractor shall provide all labor, equipment and material necessary to perform the intended work.

### **1.4 NOTIFICATION**

The contractor shall be notified via telephone of the need for emergency repairs. Notification may be made by engineering department personnel, street lighting/traffic signal group personnel or by police department personnel. The contractor shall respond to the site of the malfunction with a 2 hour period.

Non-emergency repairs, changes, alterations, modifications or additions shall only be performed upon receipt of the contractor of a purchase order from the engineering department stating the requested work and the agreed upon price at the hourly wages bid plus material costs. The contractor is cautioned that non-emergency work should not be performed without first obtaining a purchase order or purchase order number from the engineering or purchasing departments.

### **1.5 SERVICE**

The Contractor shall only employ properly qualified and experienced personnel. All personnel shall be directly employed by the Contractor.

### **1.6 PUBLIC UTILITIES AND SERVICES**

Mark outs are contractor's responsibility per law. All conduits, underground electric, telephone conductors or conduits, and gas mains encountered in any repair or installation effort shall be properly and safely protected by the Contractor. The contractor shall coordinate all work performed with the appropriate utility companies and town agencies (Highway, water, sewer).

## **SECTION 2.0 – SERVICE CALLS**

### **2.1 EMERGENCY SERVICE CALLS**

The Contractor shall supply all necessary labor, equipment and incidentals necessary to perform all required emergency service calls regarding the traffic control signals as requested by the Town. The Contractor shall respond within two (2) hours to the site requested by the Town and perform all work necessary to repair and resume operation of the malfunctioning traffic signal(s). Emergency service performed during normal working hours will be paid at the Item # 1 bid labor rate. Work performed after normal hours shall be paid at the Item # 2 labor bid rate.

## **2.2 NON-EMERGENCY WORK AS AUTHORIZED BY THE TOWN ENGINEER**

All non-emergency repairs, changes, alterations, modifications or additions shall be performed on an "As Needed Basis", pre scheduled and usually within normal working hours and shall be paid at the Item # 3 bid labor rate. No work is to be done without prior authorization from the Town of Riverhead Engineering Department. Normal working hours shall be considered Monday through Friday 7:30 AM to 4:30 PM. All hours not within this time period shall be considered overtime and paid at item # 4 labor bid rate. When the Contractor requests to perform work during overtime periods and/or holiday periods that is for the Contractor's convenience only, the Contractor shall receive the stipulated rate indicated in the Contract for normal working hours.

## **SECTION 3.0 – RECORDKEEPING**

### **3.1 WORK ORDERS AND RECORDS**

The Contractor shall be required to maintain work records for each traffic control signal light serviced. Records shall include: Date serviced, site location, nature of the problem, pole number, and parts replaced.

### **3.2 RECORDS MAINTENANCE**

The Contractor shall also maintain, for ready reference by the Town, accurate and complete original records of all work performed by employees of the Contractor under the terms of this Contract. All forms and records shall be of a type approved by the Town.

## **SECTION 4.0 – METHOD OF PAYMENT**

### **4.1 PAYMENT**

Payment shall be made on the basis of actual work completed to restore to full operation the malfunction traffic signal contractor was dispatched to repair. Payment shall be made based on the actual hours of labor performed at the appropriate Item 1 or Item 2 labor rate depending upon when service was performed for emergency call outs.

For non-emergency work performed or adds, modifications, alterations, upgrades of new installs payment shall be based upon agreed upon price based on appropriate Item 3 or 4 labor rate plus material costs. If, for unforeseen circumstance, the cost of work performed is expected to exceed price quoted the contractor shall quickly notify the engineering department and seek approval of the cost overrun prior to executing the work.

Replacement parts and materials necessary to perform the job will be billed at contractor's certified cost plus 15%. Certified cost will be the actual amount paid to the supplier and must be documented by the submission of a copy of the supplier's invoice along with the contractor's invoice. Items under \$50 may be grouped together as "Miscellaneous Materials" and included in one total on the invoice.

Upon completion of work, the Contractor shall submit to the Town a detailed invoice(s) addressed to:

Town of Riverhead Engineering Department  
1295 Pulaski Street  
Riverhead, New York 11901

And/or emailed to:

clifford@townofriverheadny.gov

#### **4.2 ADDITIONAL SERVICES**

Payments for extra work ordered by the Town, whether based on Time and Materials or on an agreed upon price, will be made separately utilizing the Town's normal Purchasing/Procurement Policy and Procedures requiring a separate purchase order for each additional task assigned.

### **SECTION 5.0 – ADDITIONAL ITEMS**

#### **5.1 DAMAGE**

The contractor shall be held responsible for any breakage, loss of equipment or supplies through negligence of the contractor or his employees while working on the Town of Riverhead premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Town any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

#### **5.2 CLEAN-UP**

During performance and upon completion of work on this project, the contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. Contractor shall leave entire service area in a neat, clean and acceptable condition as approved by the Town.

## PROPOSAL/BID SHEET

### 1. Company information:

- a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

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### 2. Insurance:

- 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 \$100,000 (per occurrence)/\$300,000 (total).

**PLEASE INCLUDE PROOF OF INSURANCE WITH YOUR BID SUBMISSION**

**NON-COLLUSIVE CERTIFICATE**

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

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (Bidder), being duly sworn, deposes and says:  
NAME

- 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) (PRINTED NAME & TITLE)

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

Sworn to before me this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_

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

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: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF AGENT/DEALER: \_\_\_\_\_



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

## LOCATIONS OF TOWN OF RIVERHEAD TRAFFIC SIGNALS

- GRIFFING AVENUE & LINCOLN AVENUE
- HUBBARD AVENUE (IN FRONT OF RIVERHEAD FIRE HOUSE)
- HULSE LANDING ROAD (IN FRONT OF WR FIRE HOUSE)
- MILL ROAD & GLENWOOD MOBILE PARK
- MILL ROAD & HOME DEPOT
- MIDDLE ROAD & FOXWOOD MOBILE HOME PARK
- MIDDLE ROAD & OSTRANDER AVENUE
- MIDDLE ROAD & ROANOKE AVENUE
- NORTHVILLE TURNPIKE & DOCTORS PATH
- NORTHVILLE TURNPIKE & ELTON AVENUE
- NORTHVILLE TURNPIKE & MIDDLE ROAD
- NORTHVILLE TURNPIKE & ROUTE 105
- OSBORN AVENUE & COURT STREET
- OSBORN AVENUE & HARRISON AVENUE
- OSBORN AVENUE & PULASKI STREET
- PULASKI STREET & HAMILTON AVENUE
- PULASKI STREET & GRIFFING AVENUE
- PULASKI STREET & RAYNOR AVENUE
- PULASKI STREET & STOTZKY PK SKATEPARK (PED CROSSING)
- RILEY AVENUE & DONNA DRIVE, CALVERTON (BY RILEY AVE SCHOOL)
- ROANOKE AVE & CENTRAL SUFFOLK HOSPITAL (PED CROSSING)
- ROANOKE AVE @ FIRE DEPT BUILDING
- ROANOKE AVE @ NORTHVILLE TPKE
- ROANOKE AVENUE & PULASKI STREET
- ROANOKE AVE @ RAILROAD AVE
- ROANOKE AVENUE & SECOND STREET
- ROUTE 58 & COMMERCE DRIVE
- ROUTE 58 & COUNTY SEAT PLAZA (STAPLES)
- ROUTE 58 & SABER (DICKS, CHRISTMAS TREE) & COSTCO
- ROUTE 58 & DOCTORS PATH
- ROUTE 58 & HARRISON AVENUE
- ROUTE 58 & HOME DEPOT
- ROUTE 58 & K-MART/BJ'S
- ROUTE R8 & KROEMER AVENUE
- ROUTE 58 & LOWES
- ROUTE 58 & MILL ROAD
- ROUTE 58 & NORTHVILLE TURNPIKE
- ROUTE 58 & OSBORN AVENUE
- ROUTE 58 & OSTRANDER AVENUE
- ROUTE 58 & RIVERHEAD CENTER (HOME DEPOT)
- ROUTE 58 & RIVERHEAD PLAZA
- ROUTE 58 & TANGER MALL DRIVE
- ROUTE 58 & TARGET
- ROUTE 105 & RIVERSIDE DRIVE
- SECOND STREET & MAPLE AVENUE
- SOUND AVENUE & EDWARDS AVENUE
- SOUND AVENUE & HULSE LANDING ROAD
- SOUND AVENUE & ROANOKE AVENUE
- SOUTH JAMESPORT AVENUE & NORTH & SOUTH RAILROAD AVENUE- TWO SIGNALS – 1 & BRIDGE
- WADING RIVER MANOR ROAD (SCHOOL CROSSING)

**PRICING PAGE FOR TRAFFIC SIGNAL REPAIR & WORK**

**Proposal Form  
Town of Riverhead**

Item Number	Price per Unit (Written in Words)	Unit Bid Price (Written in Numbers)	
		Dollars	Cents
1	Provide emergency "call out" repair services for traffic control signals and systems located within the Town of Riverhead <b>DURING normal business hours (7:30 AM to 4:30 PM Mon-Fri)</b>  _____ DOLLARS _____ CENTS Per Man Per Hour		
2	Provide emergency "call out" repair services for traffic control signals and systems located within the Town of Riverhead <b>AFTER normal business hours</b>  _____ DOLLARS _____ CENTS Per Man Per Hour		
3	Additional work (repairs, modifications, additions, new installations etc.)etc.) ordered by the Town <b>DURING</b> normal working hours. (7:30 AM – 4:30 PM Mon – Fri)  _____ DOLLARS _____ CENTS Per Man Per Hour		
4	Additional work ordered (repairs, modifications, additions, new installations etc.) ordered by the Town to be completed <b>AFTER</b> normal work hours  _____ DOLLARS _____ CENTS Per Man Per Hour		

Note: The Town reserves the right to increase, decrease or eliminate any or all items prior to or after contract award. In addition, at all times during this contract, the Town reserves the right to perform all work "In House" necessary for traffic signal repair.

## EXPERIENCE REFERENCE FORM

Please list a minimum of three municipal references for which your firm has performed traffic signal installation, repair and modification services. Please include all requested information.

Reference 1:

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

Contact Person: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Work performed: \_\_\_\_\_

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

Reference 2:

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

Contact Person: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Work performed: \_\_\_\_\_

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

Reference 3:

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

Contact Person: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Work performed: \_\_\_\_\_

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

Please complete and affix to your sealed bid envelope.



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

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

**BID NAME: TRAFFIC SIGNAL EMERGENCY  
REPAIR AND ADDITIONAL WORK AS  
AUTHORIZED 2020-2021**

**BID OPENING DATE: OCTOBER 1, 2020  
TIME: 11:00AM**

**BIDDER SHALL SUBMIT ONE ORIGINAL AND ONE COPY OF  
THEIR BID**

**BIDS MUST BE DELIVERED TO:**

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

**PRIOR TO 11AM ON OCTOBER 1, 2020**

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