



TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

200 HOWELL AVENUE RIVERHEAD, NY 11901

PHONE: 631-727-3200

BID NAME: PROPANE,TANK REPLACEMENT & MAINTENANCE

BID NO. 16-0003-PR

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INVITATION TO BID

DATE: FEBRUARY 2, 2016

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

BID NAME: PROPANE FUEL, TANK REPLACEMENT & MAINTENANCE

PLACE OF OPENING:

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

DATE OF OPENING:

FEBRUARY 29, 2016

TIME OF OPENING:

2:05 P.M.

CONTACT PERSON: Mary Ann Tague, Purchasing Agent 631-727-3200 x271

IMPORTANT NOTICE- BID DISTRIBUTION

The TOWN OF RIVERHEAD officially distributes bid documents from the TOWN OF RIVERHEAD website at www.townofriverheadny.gov .Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid copies from the TOWN OF RIVERHEAD are guaranteed to receive addendum information, if such information is issued.

If you have received this document from a source other than the TOWN OF RIVERHEAD, it is recommended that you obtain an official copy.

VENDORS MUST SUBMIT BID IN SEALED ENVELOPE DELIVERED TO THE TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVE., RIVERHEAD, NY 11901

PLEASE PRINT ON THE FACE OF ENVELOPE:

- 1) NAME & ADDRESS OF BIDDER**
- 2) BID NAME & NUMBER**

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the TOWN OF RIVERHEAD Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

The TOWN OF RIVERHEAD requires that this document be returned intact, that it be signed by an authorized representative, and filled out completely. **PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID PACKAGE.** Therefore, **PLEASE MAKE A COPY OF BID DOCUMENT FOR YOUR RECORDS.** Thank you.



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GENERAL CONDITIONS

BIDS

1. All proposals shall be made upon forms furnished by accessing the Town of Riverhead website at www.townofriverheadny.gov and shall be contained in sealed envelopes addressed to the TOWN CLERK; TOWN OF RIVERHEAD 200 HOWELL AVENUE, RIVERHEAD, NY 11901.

2. Form of proposal as issued by the Town Purchasing Agent shall be completely filled in, in black ink or typed on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Town Board reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the TOWN OF RIVERHEAD as interpreted by the Purchasing Agent of the TOWN OF RIVERHEAD.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the Town.

8. The Town reserves the right to award in whole or in part based on the lowest responsible bid. In addition the Town reserves the right to award this bid or purchase and/or retain services so forth in this bid pursuant to the provisions of SML 103(16) at any time, including but not limited to, post award to a responsive bidder.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

10. The Town reserves the right to reject and all bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of

the Purchasing Agent as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Town Board to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Town, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Town Board reserves the right to consider alternative proposals containing deviations from Town specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to the TOWN OF RIVERHEAD:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. The Town reserves the right to purchase items included in these specifications on New York State or Suffolk County Contracts, when available.



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SAMPLES

21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The Town will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the Town shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

23. The Town Board reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Town Board reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Town Purchasing Agent.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the Town Purchasing Agent may, at her discretion, cancel the order and order from another qualified bidders sources or exercise the right to purchase or contract for services as set forth in provision 8 above and GML 103 (16).. In addition, the Town may terminate the contract. In such event, the Town will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the Purchasing Agent may, at her discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such

proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the Town will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Town, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the Town, the Town may purchase from other sources to take the place of the item rejected or not delivered. The Town reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the Town promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

30. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten-calendar day's written notice to the successful bidder.

31. Payments cannot be processed by Town facilities until contract items have been delivered in satisfactory condition and the contractor has submitted a properly completed Invoice to the ordering agency.

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-town agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The TOWN OF RIVERHEAD may require the successful bidder to confirm in writing, within ten days of the Town's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the Town in its sole discretion.

35. Any errors in the bid award, which are the fault of the Town, must be forwarded, in writing, to the TOWN OF RIVERHEAD Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful vendor back orders or delays deliveries the TOWN OF RIVERHEAD reserves the right to rescind their award and to disqualify them from future bidding.

37. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

38. Title shall not pass until items have been delivered to the Town and accepted by the requesting Department.



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39. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the TOWN OF RIVERHEAD and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

40. The TOWN OF RIVERHEAD reserves the right to extend the term of this contract for any length of time up to one year beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

41. The TOWN OF RIVERHEAD reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

42. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final.

43. The Town must be notified twenty-four (24) hours in advance of delivery. The Town reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the Town.

44. The Purchasing Agent will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

45. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Town accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the Town, and suppliers should notify their truckers accordingly.

49. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the TOWN OF RIVERHEAD Purchasing Department.

INSTALLATION OF EQUIPMENT

52. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair or order. Old materials are the property of the successful bidder unless otherwise specified.

53. Equipment, supplies, and materials shall be stored at the site only on the approval of the Purchasing Agent and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

54. Work shall be progressed so as to cause the least inconvenience to the Town and with proper consideration for the rights of the other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

55. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

56. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

57. The successful bidder guarantees:

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

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the



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successful bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract, which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the Town.

SAVING CLAUSE

58. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

59. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the TOWN OF RIVERHEAD, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

(a)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 knowledge and belief;

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating

to such prices with any other bidder with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3)No attempt has been made 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(2.) The fact that a bidder

(a) Has published price lists, rates or tariffs covering items being procured,

(b) Has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) Has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Town Board of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

62. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

64. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal. Bidders must complete the attached TOWN OF RIVERHEAD forms, which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.



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65. The contract will be governed by New York law without regard to the law of the contracts of law; and will be deemed to be made in New York. Vendor and town agree to jurisdiction in New York courts and venue in State and Federal courts located in Suffolk County, New York.

ADDENDA AND INTERPRETATIONS

66. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, TOWN OF RIVERHEAD 200 HOWELL AVENUE, RIVERHEAD, NY 11901, , and to be given consideration must be received by the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids.

67..Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least two (2) days prior to date set for the opening of bids.

68. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

69. The Town reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the Town, on request, all data and information pertinent thereto. The Town reserves the right to reject any bid if such investigation fails to satisfy the Town that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

71. All of the above statements shall hold true to all bids unless superseded by specific information included in the General Specifications or Product Specifications in the bid document.

NON-DISCRIMINATION

72. The bidder agrees to comply with the TOWN OF RIVERHEAD Non-Discrimination Policy. There shall be no discrimination because of race, creed, color, national origin, ancestry, age, sex, physical appearance, marital status, disability, arrest or conviction record, political belief, or sexual orientation in the employment of persons for work under this contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor or subcontractor or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of the items listed herein.

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STANDARD INSURANCE REQUIREMENTS

(For all contracts **EXCEPT** blasting, hazardous waste, bridges, and other specialties)

TOWN OF RIVERHEAD CONTRACT INSURANCE REQUIREMENTS

****Contractor/vendor shall not commence work under this contract until all insurance required under this contract has been obtained, and such insurance has been approved by the TOWN OF RIVERHEAD.****

INSURANCE IDENTIFICATION: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES.

INDEPENDENT CONTRACTOR: The CORPORATION/CONTRACTOR/AGENCY/CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the TOWN OF RIVERHEAD, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN OF RIVERHEAD including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

INSURANCE: Contractor/vendor shall not commence work under this contract until he has obtained all insurance required under the following paragraphs, and the TOWN OF RIVERHEAD has approved such insurance.

WORKERS' COMPENSATION: Contractor/vendor shall take out and maintain during the life of this contract, such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the contractor. Copy of Certificate shall be provided to the TOWN OF RIVERHEAD.
If Vendor/Contractor is not required to carry such insurance, Vendor/Contractor must submit form WC/DB-100, attesting to the fact that it is not required to do so.

WORKERS' COMPENSATION REQUIREMENTS: To assist the State and municipal entities in enforcing WCL section 57, VENDORS seeking to enter into contracts with municipalities MUST provide ONE of the following forms to the government entity entering into a contract:

- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER,** submit Form C-105.2, "Certificate of Workers' Compensation Insurance" (the VENDOR'S insurance carrier will send this form to the government entity at VENDOR'S request). **(PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3)
- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED,** submit Form SI-12, "Certificate of Worker's Compensation Self-Insurance" (the VENDOR'S Group Self-Insurance Administrator will send this form to the government entity at VENDOR'S request).
- **IF VENDOR IS NOT REQUIRED TO CARRY COVERAGE,** submit Form WC/DB-100, "Affidavit for New York Entities with No Employees and Certain out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance is Not Required" (this form and the instructions for completing it are available for download from the link below).

DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE: Contractor/vendor shall take out and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificate shall be provided to the TOWN OF RIVERHEAD.

DISABILITY BENEFITS REQUIREMENTS: To assist the State and municipal entities in enforcing WCL Section 220(8), VENDORS/CONTRACTORS seeking to enter into contract with municipalities MUST provide ONE of the following forms to the government entity entering into a contract:

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- **IF VENDOR/CONTRACTOR IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance" (the VENDOR'S/CONTRACTOR'S insurance carrier will send this form to the government entity at VENDOR'S/CONTRACTOR'S request).
- **IF VENDOR/CONTRACTOR IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance" (the VENDOR/CONTRACTOR must call the Workers Comp. Board's Self-Insurance Office @ 518-402-0247).
- **IF VENDOR/CONTRACTOR IS NOT REQUIRED TO CARRY COVERAGE**, submit Form WC/DB-100, "Affidavit For New York Entities with no employees and Certain Out of State entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not Required" (this form and the instructions for completing it are available for download from the link below).

PLEASE note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits insurance coverage.

Form WC/DB-100 and the instructions for completing it are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms." It may also be obtained by writing or visiting any District Office of the Workers' Compensation Board. Affidavits must be stamped as received by the NYS Workers' Compensation Board.

GENERAL LIABILITY INSURANCE: The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him and the Town from claims for damages for bodily 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. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the Town, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the **minimum** coverage acceptable.

Bodily injury liability insurance in an amount not less than \$1,000,000 (one million dollars) for damages on account of any one accident, and in an amount of not less than \$2,000,000 (two million dollars) on account of all accidents.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on commercial general liability form.
2. Coverage shall include:
 - A. Contractual liability
 - B. Independent contractors
 - C. Products and completed operations

AUTOMOBILE LIABILITY INSURANCE: Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars).

Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage shall include:
 - A. All owned vehicles
 - B. Hired car and non-ownership liability coverage
 - C. Statutory no-fault coverage

TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

200 HOWELL AVENUE RIVERHEAD, NY 11901,
PHONE: 631-727-3200

BID NAME: PROPANE,TANK REPLACEMENT & MAINTENANCE

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ADDITIONAL CONDITIONS OF INSURANCE:

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the TOWN OF RIVERHEAD. The policy certificates shall specify the effective dates of the policies, the limits of liability there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to the TOWN OF RIVERHEAD. Vendor/Contractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of the TOWN OF RIVERHEAD.

CERTIFICATE OF INSURANCE: The contractor/vendor shall file with the TOWN OF RIVERHEAD, prior to commencing work under this contract, a certificate of insurance.

1. Certificate of insurance shall include:

- A. Name and address of insured
- B. Issue date of certificate
- C. Insurance company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on certificate
- G. Limits of liability for all policies included on certificate.

Description of operations/locations/etc. Box must include the statement:

**“THE TOWN OF RIVERHEAD IS LISTED AS
ADDITIONAL INSURED”**

- 2. If the contractor's/vendor's insurance policies should be non-renewed, cancelled or expire during the life of the contract, the Town shall be provided with a new certificate indicating the replacement policy information as requested above. Thirty days (30) prior written notice to the TOWN OF RIVERHEAD for cancellation is applicable.

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INDEMNIFICATION BY CONTRACTOR/VENDOR:

The CONTRACTOR/VENDOR agrees to protect, defend, indemnify and hold the TOWN OF RIVERHEAD and its employees free and harmless from and against any and all losses, claims, liens demands and causes of action of every kind or character, including claims, liens, debts, personal injuries, death (including claims or losses by or death of employees of the TOWN OF RIVERHEAD or the CONTRACTOR/VENDOR), and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of this Agreement. The CONTRACTOR/VENDOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

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GENERAL SPECIFICATIONS

1.0 SCOPE

The purpose of this document is to establish the price for the purchase and delivery of PROPANE FUEL, TANK REPLACEMENT & MAINTENANCE. The product will be delivered to the TOWN OF RIVERHEAD to any Department within the Town stated on the Purchase order. The product is to be delivered with implements and accessories as noted in the detailed specifications.

2.0 BID OPENING TIME

Bid will be opened at the TOWN CLERKS OFFICE, 200 HOWELL AVENUE RIVERHEAD, NY 11901, NEW YORK 11901

<u>BID NUMBER</u>	<u>DATE OF OPENING</u>	<u>TIME</u>
16-0003-PR	FEBRUARY 29, 2016	2:05

Vendors are urged to hand deliver or mail bids in early. The Town reserves the right to reject all late bids and return unopened to the vendor. Do not rely on overnight delivery services since they are very often unreliable.

3.0 METHOD OF AWARD

Bid shall be awarded to the lowest responsive, responsible bidder meeting the stated requirements.

4.0 UNBALANCED BIDS

The Purchasing Agent reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

If the successful vendor exhibits a history of backorders or delayed deliveries the TOWN OF RIVERHEAD reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

6.0 ERRORS

Any errors in the bid award, which are the fault of the Town, must be forwarded, in writing, to the TOWN OF RIVERHEAD Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

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7.0 CONTRACT PERIOD

The contract period shall be from date of award through satisfactory delivery of all product ordered.

8.0 BID RESERVATIONS

Bids submitted shall remain in effect for forty-five (45) days past the date of bid opening.

9.0 INSURANCE

See attached STANDARD INSURANCE REQUIREMENTS.

10.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

11.0 NON-COLLUSIVE STATEMENT

The submission of this statement certifies that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

12.0 GUARANTEED TIME OF DELIVERY

The Town must receive all products ordered within the time estimated by the vendor on the bid return sheet. All delivery locations are within the boundaries of the TOWN OF RIVERHEAD and are specified on individual purchase orders. In the event the successful bidder fails to deliver the specified items in good order within the time frame allowed, the TOWN OF RIVERHEAD reserves the right to purchase the product elsewhere, and any excess cost to the TOWN OF RIVERHEAD will be absorbed by such delinquent successful bidder.

Unloading of items from the delivery truck and the safe and secure placement of the items in the designated area is the responsibility of the successful vendor and the Town accepts no responsibility for unloading and placing the items.

13.0 PRICE

Prices shall be net FOB any point in the TOWN OF RIVERHEAD, New York. Price quoted shall include all delivery costs.

14.0 PAYMENT

Payments cannot be processed by the Town facilities until contract items have been delivered in satisfactory condition with an invoice referring to the TOWN OF RIVERHEAD Bid Item number for all individual items and mailed to the bill to address indicated on the Purchase Order. All items will be billed at the bid price in effect at the time the order is placed.

15.0 NYS/ ANY NY COUNTY/EASTERN SUFFOLK BOCES CO-OP CONTRACTS

The Town reserves the right to purchase items included in this bid from New York State and at any time during the bid process or after award and during term of contract, political subdivision pursuant to GML 103 (16) or County Law 408 (a).

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16.0 REGULATIONS / QUALITY

All products must meet Town of Riverhead specifications. Any deviations from the specifications, supported by documentation, shall be considered sufficient cause for immediate cancellation of the contract. All products must meet all applicable Local, State, and Federal Regulations.

17.0 BRAND NAME

Alternative or “or equal” item must be equal in quality, and specifications. The Town’s decision as to the acceptance of the product as equal will be final. The use of a brand name is for the purpose of describing the standards of quality, performance and characteristics desired and is not intended to limit or restrict competition.

18.0 INFORMATION TO BE FURNISHED WITH BID

It is the responsibility of the bidder to offer a product that meets the minimum specifications of the Town as listed.

The bidder must submit with his bid detailed specifications, circulars, and all necessary data on the equipment to be furnished. If the equipment offered differs from the provisions listed, such differences must be explained in detail. The Town, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Failure to provide samples or data as specified by the Town may result in rejection of the bid.

The bidder shall indicate the manufacturer’s name and the catalog reference or model number of the item or items offered.

19.0 WARRANTY / GUARANTEE

Please see detailed specifications. Please note if defects occur during this time, the defective items shall be replaced or corrected by the contractor without cost to the Town except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture. The bidder must include a copy with the bid response.

20.0 QUANTITIES

The TOWN OF RIVERHEAD intends to purchase at least one (1) unit under this contract if funding allows but may order less or more, if necessary. However, the contractor must furnish the quantity actually ordered.

21.0 EXCEPTIONS

When a vendor qualifies a bid by requiring a specific dollar amount or quantity of product must be purchased, or in any way qualifies the bid, the Town may reject it.

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22.0 COMPLETION OF REQUIRED INFORMATION-PRICES, NOTATIONS, AND MISTAKES

Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive.

All lines must have an indication of bidder's response whether it be "0", "NA", "--@" , or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.

23.0 SUSPENSION AND DEBARMENT

By submission of this bid and signing bid form, bidder certifies that its organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the State of New York or Federal Government.

24.0 BID SECURITY/BOND N/A

25.0 INSPECTION

The TOWN OF RIVERHEAD reserves the right to visit and inspect the facilities of each bidder to ascertain that the services desired can in fact be provided. When, in the opinion of the Purchasing Agent, the facilities and/or proposal of a bidder are not adequate to provide the services required, such bid and/or proposal may be rejected, and awarded to a bidder whose facilities and/or proposal are considered to be in the best interest of the Town.

26.0 CONFORMITY

All bidders must conform to the final approved specifications.

27.0 SPECIFIED MATERIALS

In all cases, materials must be furnished as specified; but where brand names are used, consider the term "or approved equal" to follow.

28.0 MUNICIPAL EXEMPT STATUS

The Town is exempt from the payment of Federal, State and local taxes. Taxes must not be included in proposal prices. The Town will furnish necessary exemption paperwork upon request.

29.0 QUOTED PRICE REQUIREMENTS

The price quoted in any proposal shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the items pursuant to these specifications to be delivered to the Town.

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30.0 COMPLETION DATE REQUIREMENTS

Bidder shall submit the earliest possible completion date with his bid. Receipt of the equipment from the contractor's authorized representative or on common carrier's manifest by the Town will constitute delivery. The delivery date of the completed equipment shall be determined at the time of Award based on the delivery time specified by the bidder in his Bid Return Sheet. The bidder shall notify the Town at least two days before delivery of the date on which the equipment will be delivered. In the event of delay in the completion of the delivery of the equipment beyond the date the successful bidder specified, the Town may consider contract cancellation.

31.0 ACCEPTANCE DATE

The acceptance date of the items will be determined after the items have been delivered and inspected for damage.

32.0 DELAYED DELIVERY

In the event delivery of completed products under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason or any other cause of circumstance beyond the control of the contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement between the Town and the Contractor.

33.0 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.

34.0 INSPECTION OF EQUIPMENT

Federal, State and /or the TOWN OF RIVERHEAD's representatives, upon approval by the contractor and manufacturer, shall have the right and shall be at the liberty to inspect, with the cooperation of the contractor and manufacturer, all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform with the specifications. The Town is under no duty to make such inspection; and if such inspection is made or not made, the contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications. All reports shall be submitted to the contractor and the manufacturer.

35.0 SINGLE BID PRICE ANALYSIS

In the event a single bid is received, the Town will conduct a price analysis of the bid price prior to the award of the contract.

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36.0 DOCUMENTATION

Following the Town’s acceptance of the items, the contractor warrants that the title shall pass to the Town free and clear of all liens, mortgages, encumbrances, financing statements, security agreements, claims and demands of any character.

37.0 ASSIGNABILITY

The town reserves the right, exercisable by notice to the contractor, to assign its rights and interest to purchase some or all of the items arising out of this contract to a third party.

38.0 NOTICE OF DELIVERY (NOT APPLICABLE)

The Town must be notified at least two business days in advance of delivery. The Town reserves the right to deny acceptance of delivery if this notice is not given. This notice is to be given to the ordering department at no charge to the Town.

39.0 PARTS OMISSION (if applicable)

No advantage shall be taken by the bidder in the omission of any parts or details, which are required to make the equipment complete even though such parts or details are not mentioned in these specifications. All units or parts not herein contained or specified shall be of the manufacturer’s standard and shall conform in materials, designs or workmanship to the best known practice in the industry. All parts shall be new; and in no case will used, reconditioned or obsolete parts be accepted. Equipment throughout the bid items shall be so installed that it will be interchangeable among all other items of this type and manufacture.

40.0 LOCATIONS OF TECHNICAL SERVICE AND PARTS REPRESENTATIVES

Bidder shall furnish with his bid the names and locations of technical service and parts representatives responsible for assisting the Town, as well as the location of the nearest establishment that will furnish a complete supply of parts and components for repair and maintenance of the equipment to be supplied.

41.0 LIQUIDATED DAMAGES

The Contractor agrees that failure to complete the delivery under this contract within the specific time will result in the incurrence by the Town of additional costs. Therefore, if any item shall remain uncompleted or equipment shall remain undelivered after the time specified for completion or delivery, or after any authorized extension of time, the contractor shall pay the Town the sum listed below for each and every day, exclusive of Saturdays and Sundays, such installation or delivery remains uncompleted. Such monies are to be paid as liquidated damages to partially cover anticipated costs or losses to the Town, and not as a penalty:

\$ 50.00 per day.

42.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

The Contractor/Vendor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term “minority and woman-owned business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor/Vendor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

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43.0 IRANIAN ENERGY SECTOR DIVESTMENT

Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “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 NYS Finance Law Section 165-a (3) (b).”

The TOWN OF RIVERHEAD will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Town reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The TOWN OF RIVERHEAD has made a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the TOWN OF RIVERHEAD would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Town in writing and shall be a public document.

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44.0 SPECIFICATIONS

44.1 Scope of Work

The purpose of this document is to establish the price for the purchase and delivery of PROPANE FUEL, TANK REPLACEMENT & MAINTENANCE. The product will be delivered to the TOWN OF RIVERHEAD at any Department stated on the Purchase order. The product is to be delivered with implements and accessories as noted in the detailed specifications. The equipment shall be fully operational and complete.

44.1 General (if applicable)

The use of a brand name is for the purpose of describing the standards of quality, performance and characteristics desired and is not intended to limit or restrict competition.

The equipment is to be delivered with implements and accessories as noted in the detailed specifications.

The equipment furnished shall be the latest improved model in current production offered to commercial trade and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new.

All parts which are necessary for the unit to be completely assembled and ready for operation or which are normally furnished as standard equipment shall be included. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

The equipment provided shall meet or exceed all Federal and State of New York health and safety regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

The TOWN OF RIVERHEAD may require product testing prior to award to determine product suitability.

In the event that an alternate is bid, the TOWN OF RIVERHEAD reserves the right to request a demonstration of the specific model bid. Failure to furnish the demonstration would render the bid for the item as non-responsive.

Following are the minimum requirements.

44.2 Detailed Specifications

The intent of these specifications is to describe the minimum purchase requirements of PROPANE FUEL, TANK REPLACEMENT & MAINTENANCE.

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44.3 SPECIFICATIONS

These specifications describe the **PROPANE FUEL, TANK REPLACEMENT & MAINTENANCE** under consideration.

Prices shall be net FOB any point in the TOWN OF RIVERHEAD, New York. Price quoted shall include all delivery costs.

- a. The Town must receive all products ordered within the time estimated by the vendor on the bid return sheet.
- b. The successful contractor shall provide training to the Town employees or other designees to be administered at the Town's facility.

44.4 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.

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**16-0003-PR
PROPOSAL PACKAGE**

BID OPENS: FEBRUARY 29, 2016

**NOTE: VENDORS MUST RETURN THIS DOCUMENT
INTACT AND FILLED OUT COMPLETELY!!**

Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive.

All lines must have an indication of bidder's response whether it be "0", "NA", "--@", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.

**Please do not remove any pages from this bid package!!!
Make a copy for your records.**

Thank you!

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BIDDER’S CHECK LIST

Your response to our above referenced bid will be considered **unresponsive** and will be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law.
- As per specifications, the TOWN OF RIVERHEAD requires a current insurance certificate, with the TOWN OF RIVERHEAD listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid will be rescinded.
- Vendor Information and Address Form.
- Employee Certification.
- Iranian Energy Divestment Certification.
- Reference Form.
- Assumed Name Certification.
-

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VENDOR INFORMATION SHEET

VENDOR NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

FEDERAL EMPLOYEE ID #: _____

OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____

STATE FILED: _____

If a non-publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

*If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAMES:

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CERTIFICATION

The undersigned hereby certifies that:

1. He/She is the contractor in the annexed contract or is a/an Partner/officer/director of the partnership/corporation named therein duly authorized to execute this certification.

2. By executing this document, the contractor certifies to the TOWN OF RIVERHEAD that:

(a) Contractor is aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324-4, which prohibits the employment of unauthorized aliens; and

(b) Contractor is in compliance with same;

3. Contractor is aware that the TOWN OF RIVERHEAD will rely on this certification in entering into the aforesaid agreement.

4. Contractor is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of this agreement and shall further result in Contractor being ineligible to participate in any TOWN OF RIVERHEAD bids for a period of one (1) year and from holding any contracts with the TOWN OF RIVERHEAD for said period.

Dated: _____

Name of Contractor: _____

Name of Signator: _____

Title of Signator: _____

TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

200 HOWELL AVENUE RIVERHEAD, NY 11901,
PHONE: 631-727-3200

BID NAME: PROPANE,TANK REPLACEMENT & MAINTENANCE

BID NO. 16-0003-PR

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**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

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REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Town reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

1) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

2) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

3) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

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AFFIDAVIT OF NON-COLLUSION

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Type Name & Company Position

Company Name

Date Signed

Federal I.D. Number

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

NOTARY PUBLIC

TOWN OF RIVERHEAD – PURCHASING DEPARTMENT

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The undersigned bidder has carefully examined the Contract Documents and will provide all necessary items as called for in the said Contract Documents in the manner prescribed therein and in said Contract, at the priced listed on the attached Bid Proposal Form.

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, the bid must be signed by an officer of the corporation, or other person authorized by resolution of the Town Board, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid documents.

The submission of this constitutes a certification that no Town Officer has any interest therein. (Note: In the event that any Town Officer has any such interest, the full nature thereof should be disclosed below. It is not forbidden that individuals employed by the TOWN OF RIVERHEAD or other municipalities bid on contracts, but only that such interest be revealed when they do bid.)

The undersigned hereby acknowledges receipt of the following Addenda (if none were issued please write N/A below):

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

INSURANCE STATEMENT

FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY BIDDER.

Bidder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is attached.

I certify that I can supply insurance as specified if awarded the bid.

ASSUMED NAME CERTIFICATION

If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED NAME: _____

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After the award of the bid, the placing of an order by the Purchasing Agent of the TOWN OF RIVERHEAD, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the TOWN OF RIVERHEAD, and the bidder for supplying the supplies and/or services herein described in accordance with the terms of this proposal and at the prices named herein.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the TOWN OF RIVERHEAD is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the TOWN OF RIVERHEAD Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials requested not manufactured by us or not available to our company.

___ Our items and/or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used.

Correct mailing address is:

___ Our branch/division handles this type of bid.

Correct name and mailing address is:

___ Other reason(s):

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**BID SPECIFICATIONS FOR PROPANE FUEL
PLEASE READ CAREFULLY**

1. **PRICES:** Prices will be "Cents per gallon" over or under the weekly Selkirk posted price as published by the BPN Weekly Newsletter effective each Monday (See attachment at the end of this document)

(PLEASE WRITE THIS PRICE IN WHOLE DOLLAR AMOUNTS)
(i.e., price at ten cents margin over posting)

The bidder who wins this bid must attach a copy of the price listing with all invoices submitted. Failure to submit the price listing will result in delayed payment.

2. **DELIVERY:** Delivery will be set up to be automatic at all locations. Should an emergency delivery be required, the bidder must guarantee emergency delivery within four (4) hours of notification. If delivery has not been received in that time frame, the Town of Riverhead reserves the right to terminate the contract.

The following are drop sites with the name of a contact person:

ANIMAL SHELTER

532 A. YOUNGS AVENUE - 1-1000 gallon tank (office) & 2-500 gallon tanks (garage)
RIVERHEAD, NY

Jillian Paltz – 369-6189

RIVERHEAD WATER DISTRICT

- MAIN PLANT 1A & 3A– 1035 PULASKI STREET- 100 gallon tank
- PLANT #5 – 5-2 – 162 MIDDLE ROAD, RIVERHEAD, NY-2/100 gallon tanks
- PLANT #6 – 2000 OSBORNE AVENUE, RIVERHEAD, NY-1000 gallon tank
- PLANT #8 – 95 PALANE NORTH, BAITING HOLLOW, NY-250 gallon tank
- PLANT #12-1– 701 SCOTT AVENUE., CALVERTON, NY-100 gallon tank

Mark Conklin – 631-727-3205

RECREATION

55 Columbus Avenue – 500 gallon tank
Storage building

SEWER DISTRICT

RIVER AVE. -100 gallon tank
RIVERHEAD, NY

Michael Reichel – 631-727-3069

HIGHWAY

SUB-STATION -2/100 gallon tanks
EAST WIND RD.

WADING RIVER, NY

G. Woodson – 631-727-3200 Ext. 228

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3. **CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD.** At the termination of this contract, the contract may be extended (not to exceed one extension) for a total two (2) year contract at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.
-

PLEASE FILL IN DOLLAR AMOUNTS ON THE PAGES IN THIS DOCUMENT

BID PROPOSAL SHEET

**PROPANE FUEL
BID # 160003-PR**

We agree to sell to the Town of Riverhead Propane Fuel under the terms and conditions set forth on the specification sheet and bid contract at the following delivered price:

Selkirk posted price PLUS/MINUS _____ CENTS PER GALLON.

**PLEASE WRITE PRICE IN WHOLE DOLLAR AMOUNTS
(i.e., Price at ten cents per gallon margin over posting)**

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MAINTENANCE TO EQUIPMENT

Town of Riverhead

LABOR:

Hourly rate for _____ man crew to perform maintenance work, as required:
8 hours @ (\$ _____) Total: \$ _____

A. Weekdays after 8 hours and Saturdays

(Hourly rate \$ _____ x _____ % = (\$ _____)/hour

B. Sunday/holiday

(Hourly rate \$ _____ x _____ % = (\$ _____)/hour

TOTAL (A + B): \$ _____

PARTS:

Compensation for furnishing brand-name parts and components:

A. Up to \$100 Certified Cost plus _____ % = Sub-total \$ _____

B. Up to \$500 Certified Cost plus _____ % = \$ _____

C. Up to \$1000 Certified Cost plus _____ % = \$ _____

D. Up to \$5000 Certified Cost plus _____ % = \$ _____

E. Above \$5000 Certified Cost plus _____ % = \$ _____

TOTAL: \$ _____

TANK REPLACEMENT

Town of Riverhead

**Complete install/purchase of new 100 gallon (420#) ASME propane tank.
ASME Tanks will be purchased by the Town of Riverhead NOT leased.**

1. Cost & Manufacturer of tank \$ _____

(If needed use a separate blank page for detailed specifications)

2. Labor/equipment to install new tank to existing heater TOTAL: \$ _____

3. Labor/equipment to install 2 tanks at same location to existing heater
TOTAL: \$ _____

****Note: A bill of sale must be provided with each install.**