



TOWN OF RIVERHEAD
Laura Jens-Smith, Supervisor
200 Howell Avenue
Riverhead, NY 11901-2596

**BID FOR: TOWN OF RIVERHEAD WATER DISTRICT GENERATOR
PREVENTATIVE MAINTENANCE AND SERVICE 2018-2019**

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

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

E-MAIL ADDRESS

In compliance with your advertisement for bids to be opened on **June 29, 2018**, subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

Vendor Name: _____

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the **TOWN OF RIVERHEAD WATER DISTRICT GENERATOR PREVENTATIVE MAINTENANCE AND SERVICE 2018-2019** (labor, parts, and equipment necessary for PREVENTATIVE maintenance for its diesel and natural gas generators, including but not limited to, general inspection, lubrication service, cooling system service, and other scheduled and 24 hour emergency service to any generators located at various Riverhead Water District locations. In addition to the above, the Riverhead & Calverton Sewer districts, at their sole option, may also engage the services of the successful bidder for the design and/or installation of replacement and/or new generator sets at various facilities. Bids 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 June 29, 2018**, at which time all bids will be publically read aloud.

Bid Specifications and/or Plans are available on the Town website at www.townofriverheadny.gov, click on "Bid Requests", beginning **June 14, 2018**.

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.

All bids must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked "**TOWN OF RIVERHEAD WATER DISTRICT GENERATOR PREVENTATIVE MAINTENANCE AND SERVICE 2018-2019**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 a.m. on June 29, 2018**.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

Vendor Name: _____

TOWN OF RIVERHEAD BID SPECIFICATIONS
TOWN OF RIVERHEAD WATER DISTRICT GENERATOR PREVENTATIVE
MAINTENANCE AND SERVICE 2018-2019

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 PREVENTATIVE maintenance of Town of Riverhead Water District generators and such other services related to mechanical/operational repair, including, the furnishing of labor, and installation of said parts/equipment and associated components. 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. Note, due to the variety of different make/model/type of generators, purpose, and system integration throughout the Town, this bid is limited to preventative maintenance and other services required for generators utilized by the Town of Riverhead Water District. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids 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. 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 **TOWN OF RIVERHEAD WATER DISTRICT GENERATOR PREVENTATIVE MAINTENANCE AND SERVICE 2018-2019**. 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: taque@townofriverheadny.gov prior to the bid opening, **unless otherwise stated***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated***. **Verbal questions will not be entertained.**

Bidders must submit one original bid proposal. The original must be sealed and clearly marked "TOWN OF RIVERHEAD WATER DISTRICT GENERATOR PREVENTATIVE MAINTENANCE AND SERVICE 2018-2019". 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

Vendor Name: _____

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. Samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

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. 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 or best value, 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 bidder.

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.

Vendor Name: _____

2. Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any bidder 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 one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

4. Material and Equipment Specified by Name

Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he/she considers would be in the Town's interest to accept. No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subcontractors. Any such offers shall be made in writing and set forth on the bid sheet and the seller shall include sufficient data which, together with any other data the Town may require, will enable the Town to assess the acceptability of the material or equipment. Such acceptance by the Town shall not relieve the seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

It should be understood that specifying a brand name, components and/or equipment in these specifications shall not relieve the seller from full responsibility to produce the products in accordance with the performance warranty and contractual requirements. The seller is responsible for notifying the Town of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

5. 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.

6. Sub-Contracting

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

Vendor Name: _____

7. Discrepancies and Omissions

Bidder 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 bidder. Should bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, bidder shall notify the Purchasing Agent, in writing, of such findings at least seven (7) 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 bidder'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 seven (7) calendar days prior to the time set for opening of the bids.

8. 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 bidder'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.

9. 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 bidder.

10. Notification of Withdrawal of Bid

Bidder 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.

11. 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.

12. 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 bidder(s) for award, to reject any bid as unsatisfactory or

Vendor Name: _____

non-responsive, to award a contract to other than the lowest priced bid (i.e. best value), to award multiple contracts, or not to award a contract. Notice in writing to a bidder of the acceptance of its bid by the Town will constitute a contract, and no bidder will acquire any legal or equitable rights or privileges until the occurrence of such event.

13. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed one (1) year extension) upon the same terms and conditions 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.

14. 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.

15. Licenses and Permits

In performance of the contract, the BIDDER 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 BIDDER. The BIDDER shall be properly licensed and authorized to transact business in the State of New York.

16. Notice

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

**Mary Ann Tague, Purchasing Agent
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901**

17. Indemnification

General Indemnification

By submitting a bid, the proposing bidder agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and

Vendor Name: _____

employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the bidder'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.

18. Insurance

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

b) The CONTRACTOR shall maintain such insurance as will protect against claims under 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 with minimum limits as follows: a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and b. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$250,000 (per occurrence)/\$500,000 (total). In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

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

19. Piggybacking Clause & Reservation of Rights to Purchase Under Legally Available Alternate Procurement Sources

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) or bidder offering best value in part or in whole who meet(s) all the terms of the specifications. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, notwithstanding an award pursuant to these specifications, the Town reserves the right

Vendor Name: _____

to purchase any goods or services included as a part of this bid from any means legally available to it, including but not limited to New York State Office of General Services or County of Suffolk Shared Services Initiative/Purchasing Cooperative, at the current bid price provided under such bid/contract without notice to the vendor if it is deemed appropriate and in the best interests of the Riverhead Sewer District Superintendent and the vendor shall have no recourse to the Town and/or Riverhead Sewer District and/or Calverton Sewer District for any lost profit resulting from this action.

II. BID SPECIFICATIONS

1. Scope

The Town of Riverhead Water District seeks vendors with the requisite experience and expertise to provide Generator Preventative Maintenance And Service plus vendor must be authorized to distribute and install parts and equipment necessary to inspect, test, provide routine maintenance, other services and 24 hour 7 days a week emergency services for generators located at various Town of Riverhead Water District locations. A copy of the description of the generators (make/model) and site location is annexed hereto as Exhibit "A". The Preventative Maintenance services (vendor bid price shall include labor, parts-factory OEM parts or equal, and such other equipment-unless separate billing for a particular service or part(s) is indicated below) required shall be performed during normal business hours (7:30 am-5:00 pm) and are as follows:

- a) Visual Inspection.
- b) Operational Inspection (check and record operating temperature, oil pressure, voltage regulator output, charging systems, as well as coolant leaks or other abnormal operation).
- c) Inspection of cooling systems for leaks and check coolant rating in degrees. Test antifreeze in accordance with the generator equipment manufacturer's specifications for property levels and fill if necessary. Flush, drain and replace coolant. Take coolant samples. All costs for purchase and legal disposal of antifreeze shall be included in bid price.
- d) Change Oil and Oil Filters. Take oil sample to analyze. All costs for purchase and legal disposal of oil shall be included in bid price.
- e) Inspect all external belts, adjust or replace as needed. Belts are to be billed at invoice cost plus allowable markup as set forth herein.
- f) Replace air filter element with OEM parts.
- g) Replace fuel filters with OEM parts.
- h) Inspect governor controls.
- i) Check all cutoff switches/alarms for proper operation.
- j) Check and test transfer switches/contacts for proper operation.
- k) Check all rubber hoses for wear and replace as required.
- l) Lubricate PTO assembly.
- m) Gas/LP engines: inspect complete ignition system, check timing, points, condenser and spark plugs.

Vendor Name: _____

- n) Inspect the fuel delivery system including piping, solenoid valve and transfer tank where applicable.
- o) Check the condition of the batteries and the charger unit. Check battery electrolyte levels and specific gravity, clean terminals as needed and apply corrosion proof solvents. Install battery terminal protectors as needed. Battery terminal protectors are to be billed at invoice cost plus allowable markup as set forth herein.
- p) Check block heater for proper operation and temperature.
- q) Final Operational Check: start and run each unit for proper output.
- r) Additional standard and routine items not identified above, i.e. tightening loose nuts, bolts, flanges, shall be deemed included above.
- s) A written report of the service conducted and condition of each unit shall be completed and signed by the Town's on site representative, and submitted to the Superintendent Mark K. Conklin, along with an appropriate invoice, before payment will be issued. The report will include a list of all the work performed, cost, parts installed, instrument readings, antifreeze levels (in degrees), adjustments performed, and any additional work that should be performed on the listed unit. The oil sample analytical results for each unit are to be included with the report.

General Repair Work: Any additional work, other than the routine preventative maintenance listed above, shall be approved by the Superintendent or his designee before work shall proceed. The cost for this additional work shall be submitted in the form of a written estimate.

Emergency Repair Work: The Vendor/Contractor shall provide emergency repair service 24 hours per day, 7 days per week, including all federal holidays. Contractor shall respond to emergencies within three (3) hours of receiving notice. Contractor will provide parts at the mark up rate set forth below and bill the hourly labor rate to provide these services. Any generator identified as being beyond repair (the repair cost in excess of 50% of the replacement value of the unit) and/or needing replacement shall be brought to the attention of the Superintendent, not repaired. In addition, for emergency repair service, neither a minimum hours charge nor travel charges will be paid. Payment for services shall apply only to the hours of service while at the site and not from the time of departure from the vendor/contractor's office to the time of return to the vendor/contractor's office. If the contractor cannot correct the deficiency or replace the part at the time of the emergency service, any return visit shall be paid at the standard hourly rate of service during normal working hours unless otherwise approved. Notwithstanding the above, one billable hour of labor may be charged for any emergency repair/service that takes less than one hour to complete.

Note, any repair or emergency repair work shall include and require a visual, operation, inspection and final operational test as described above.

All parts, be it for preventative maintenance, repair, emergency repair, or

Vendor Name: _____

replacement/new installation, shall be supplied at cost plus a maximum mark-up of 10% (invoices shall be required on all parts-*if manufacturer's parts are to be substituted, bidder shall supply an equal to that of the manufacturer). In addition, vendor shall provide a one year warranty on all installed parts and equipment. There shall be NO additional charge for shipment or delivery of parts.

Defective parts which are replaced remain the property of the Town and are to remain on site for inspection.

2. Compliance with Rules and Regulations

The vendor shall comply with all federal, state, and local laws, rules and regulations related to the supply of labor, method of performing services, parts and equipment and distribution and installation of said parts and equipment, including but not limited to, Article 8 and Article 9 of the New York State Labor Law to the extent applicable, all health and safety standards, etc.

Note, the minimum wage rates are established by the Industrial Commissioner, State of New York. It is the vendor/contractor's responsibility to ensure wages are paid in accordance with the latest version. In addition, the provisions of the Labor Law in so far as applicable to this contract, set the maximum hours a laborer, worker or mechanic shall be required to work and/or days per work. Again, vendor/contractor shall comply with all provisions of Labor Law as may be applicable to this contract.

3. Quantity and Schedule of Service/ Delivery of Parts Requirements

The Town of Riverhead is in no way obligated to contract for service or purchase parts in any particular quantity and instead the Superintendent for the Town of Riverhead Water District shall order all such service and parts deemed in the best interest of the special districts.

The contractor/vendor shall provide preventative maintenance service and/or repair service within five days of notice from the Superintendent or his designee. Vendor/Contractor shall arrive with all standard, routine, and necessary materials and parts to perform the preventative maintenance service (See Scope of Services above). For repair service, vendor/contractor shall make every effort to have parts and equipment in stock and ready for installation within two days of the notice for repair services and not later than five days after notice for repair by the Superintendent. Emergency Service calls shall require the Vendor/contractor to respond to emergencies within three (3) hours of receiving notice and require Vendor/Contractor to make every effort to have parts and equipment in stock and ready for installation within 24 hours. As stated above, all parts and equipment shall be delivered "on the ground" and FOB to the site location and/or Riverhead Water District at 1035 Pulaski Street, Riverhead, NY 11901 or at any point in the Town of Riverhead as may be directed by the Superintendent.

Vendor Name: _____

4. Pricing & Bid Award

Bid price must be the delivery price and shall not include any Federal, State or Local taxes for which the vendor may claim exemption because of doing business with the Riverhead Sewer District. The Town of Riverhead will not pay any type of fuel surcharge or shipping charge. Any fuel charges or shipping charges added to invoices and/or vouchers will be deleted from any payments to be made to the vendor. The Town will evaluate all bids based upon price or best value and make one or more than one award to such bids deemed in the best interest of the Town.

5. Invoices & Payments

- a) The vendor shall either accept a Town issued credit card or the vendor shall put the item(s) "on account" and promptly submit an invoice, together with printed receipt(s) for each location/service and delivery site, for payment to the Town equal to the services/labor, parts or equipment delivered and installed to and received by the Town as of the delivery date. The vendor shall not accept cash payment for any item.
- b) The printed receipts shall contain: Town of Riverhead Generator Location, Street Address, Individual/Employee of Vendor providing service, Part or Equipment Type, and Installation and/or Delivery Date. All invoices shall be submitted for payment to: Riverhead Water District, 1035 Pulaski Street, Riverhead, NY 11901.

6. Contract Period

The contract period for this bid award shall be for one (1) year from date of award with the option to extend the contract for one (1) additional twelve-month period, upon the mutual agreement of both parties.

7. Guarantee

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

8. 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

Vendor Name: _____

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.

9. 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.

10. 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.

11. Interpretation

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

12. Indemnification

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the Town and Riverhead Water District, 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.

13. 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

Vendor Name: _____

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.

Vendor Name: _____

BID SHEET

Generator Preventative Maintenance: \$_____.00 per unit
*See Bid Specifications-bid price to include labor, parts, equipment except for those parts identified for invoice billing i.e. belts)

Generator Repair (non-emergency/scheduled repair during normal business hours):

Labor Rate: \$_____.00 per hour

Emergency Generator Repair (three hour response time required 24hrs 7 days week)

Labor Rate during normal business hours:

\$_____.00 per hour

Labor Rate *complete if different for after normal business hours:

\$_____.00 per hour

Labor Rate *complete if different for Weekends (Saturday/Sunday/Holiday) during normal business hours:

\$_____.00 per hour

Please provide location of business entity:

Vendor Name: _____

Please describe experience of staff to be assigned:

Date: _____

(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Vendor Name: _____

BID SHEET

Diesel Generator Preventative Maintenance: \$_____.00 per unit
*See Bid Specifications-bid price to include labor, parts, equipment except for those parts identified for invoice billing i.e. belts)

Diesel Generator Repair (non-emergency/scheduled repair during normal business hours):

Labor Rate: \$_____.00 per hour

Emergency Diesel Generator Repair (three hour response time required 24hrs 7 days week)

Labor Rate during normal business hours:

\$_____.00 per hour

Labor Rate *complete if different for after normal business hours:

\$_____.00 per hour

Labor Rate *complete if different for Weekends (Saturday/Sunday/Holiday) during normal business hours:

\$_____.00 per hour

Please provide location of business entity:

Vendor Name: _____

Please describe experience of staff to be assigned:

Date: _____

(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Vendor Name: _____

Vendor Name: _____

EXHIBIT #1

<u>PLANT #</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>ARR. #</u>	<u>DESCRIPTION</u>
2	Cat D339	34B1629	None	Right angle drive PTO
4-1 KW	Cat D333C	66D573	4275L	Right angle drive PTO - 15 Kato Gen Set
4-2	Cat D333C	66D1805	53708	Right angle drive PTO
5-1	Cat D3306PC	66D33239	7N3379	Right angle drive PTO – belt driven
5-2	Cat D3306	2AJ00593	9Y2191	Portable Gen Set - 250 KW
6	Detroit 10337000	3A0100353	None	Pad-mount PTO pump
7-2 KW	Cat D3306	85Z05181	7C7475	Pad-mount Gen Set - 250
7-3 KW	Cat 3208	5YF02319	4P2649	Pad-mount Gen Set - 200
8	Kohler (GM) Model #60R2G	2205084	None	Pad-mount Kohler 60KW GenSet (GM 5.7L V8 Propane)
10 255 HP	Cummins 6CT	45167710	19950405	Pad-mount – 150 KW

Vendor Name: _____

NOTE: IT IS THE RESPONSIBILITY OF THE VENDOR TO MAKE CERTAIN THIS BID DOCUMENT IS DELIVERED TO THE TOWN CLERKS OFFICE AND CLEARLY INDICATED ON THE OUTSIDE OF THE ENVELOPE – DISQUALIFICATION OF BID COULD RESULT IF THESE INSTRUCTIONS ARE NOT FOLLOWED.

PLEASE PUT VENDOR NAME ON EVERY PAGE

Vendor Name: _____

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (bidder), being duly sworn, deposes and says:

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

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE) (TITLE)

Address: _____

Sworn to before me this
day of _____, 2018

Notary Public

Vendor Name: _____

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

NAME OF AGENT/DEALER: _____

ADDRESS: _____

CONTACT PERSON: _____

DATE: _____

SIGNATURE OF AGENT/DEALER: _____

Vendor Name: _____

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Vendor Name: _____

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

The within hold safe and harmless agreement is made between the TOWN OF RIVERHEAD, a municipal corporation with an address at 200 Howell Avenue, Riverhead, New York 11901, acting through the RIVERHEAD SEWER DISTRICT (hereinafter "Town") and _____, a domestic corporation with an address at _____, (hereinafter "Contractor").

Contractor represents that it provides services to the Town and that it requires access to the Town's property located at _____

_____. The Town grants Contractor a temporary license to enter upon the premises to perform the service for the Town.

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

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

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

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

Vendor Name: _____

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

- Act or omission of the Contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
- Violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnitee provided that the violation arises out of or is in any way connected with the Contractor's performance or lack of performance of the work under the agreement.

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

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

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

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

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

Agreed to this _____ day of _____, 20 _____.

Vendor Name: _____

(NAME OF CONTRACTOR)

By: _____
(SIGNATURE)

(PRINTED NAME)

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

Notary Public in and for the State of _____.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

RIVERHEAD SEWER DISTRICT

By: _____
MICHAEL REICHEL, Superintendent

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

Notary Public in and for the State of New York.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

Vendor Name: _____

Vendor Name: _____