



TOWN OF RIVERHEAD

Sean M. Walter, Supervisor

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

BID # _____

BID FOR: SALE OF 1985 DETROIT DIESEL GENERATOR "AS IS" CONDITION

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

_____ (____) _____

DATE PHONE NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened on June 5, 2015 and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

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

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

Respectfully submitted,

Signed By:

Title:

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **SALE OF 1985 DETROIT DIESEL GENERATOR “AS IS” CONDITION** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 a.m. on June 5, 2015** at which time they will be publicly opened and read aloud.

Bid packets, including Specifications, may be obtained beginning **May 28, 2015** on the Town website at <http://townofriverheadny.gov>, click on “Bid Requests”.

Any and all exceptions to the specifications must be listed on the sheet provided in the Bid Specification at “**Exceptions to Specifications**” and attached to the bid form.

Inspection of this item is by appointment only, and potential bidders may schedule an appointment to inspect the item by contacting Michael Reichel at the Sewer District at (631) 727-3069.

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

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked “**SALE OF 1985 DETROIT DIESEL GENERATOR “AS IS” CONDITION**”. 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 the date and time so specified.

TOWN OF RIVERHEAD

BID SPECIFICATIONS FOR SALE OF 1985 DETROIT DIESEL GENERATOR

Introduction

The Town of Riverhead ("Town") will be accepting bids for the sale of the above-mentioned property. Bids shall be placed in a sealed envelope clearly marked: **SALE OF 1985 DETROIT DIESEL GENERATOR "AS IS" CONDITION**. Bids must be received in the office of the Town Clerk at 200 Howell Avenue, Riverhead, NY 11901 before bid opening time. *Note, the term "Town of Riverhead" or "Town" is intended and shall include "Town of Riverhead Sewer District and all officials, employees and agents of the Town and Town Sewer District.

The Town of Riverhead ("Town") is offering for sale and removal "As Is" and "Where Is", surplus, obsolete, 1985 Detroit Diesel Generator, Model #71237305. The item nor the description thereof, is guaranteed by the Town, and the Town reserves the right to reject any and all bids or to accept them in whole or in part, which in its opinion will best serve its interests and to waive defects in proposals.

Inspection: Inspection of this item is by appointment only, and potential bidders may schedule an appointment to inspect the item by contacting Michael Reichel at the Sewer District at (631) 727-3069.

Bids are solicited for the sale of a surplus, obsolete, 1985 Detroit Diesel Generator, Model #71237305. This bid contains the Town's Contract for Sale including contract terms, conditions, and insurance requirements, attached as Attachment A.

Bidding Procedure: The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one copy to The Town of Riverhead accompanied by a **bid deposit of 10% (ten percent)** of the total amount in the form of a certified or bank check made payable to The Town of Riverhead Sewer District. Bids are to be transmitted, so as to be received by The Town of Riverhead, Town Clerk, 200 Howell Avenue, Riverhead, New York 11901 before 11:00 a.m. of the date indicated in this bid request, at which time they will be publicly opened and read. You may not submit your bid electronically. You must submit **the complete hard copy sales offer document and all addenda for this solicitation**. This document must be signed by an authorized representative of your firm, with all addenda initialed by said person. Failure to submit the complete hard copy sales offer and initialed addenda may make your submission non-responsive and ineligible for award. Failure to do so may delay identification and/or misdirect and disqualify your submission.

Notification of High Bidder: The successful bidder will be notified of the acceptance of its bid within 30 days.

Payment in full for all items must be submitted within ten days of notification of bid award. Payment will be made with certified or bank check.

Removal: The successful bidder must remove the purchased item from the facility within fourteen (14) days of final award. The successful bidder must provide equipment and labor for removal. Removal of purchased items must be undertaken between the hours of 10:00 a.m. and 1:00 p.m. It will be the sole responsibility of the successful bidder to securely load the item and remove it from the premises, using their own labor and removal equipment.

Contact Person: Michael Reichel, Sewer District Superintendent, 2 River Avenue, Riverhead, New York 11901. Phone: (631) 727-3069.

Scope of Bid: The Town of Riverhead ("Town") is offering for sale and removal "As Is" and "Where Is", surplus, obsolete, 1985 Detroit Diesel Generator, Model #71237305. The item nor the description thereof, is guaranteed by the Town or Sewer District, and/or its agents, employees, and the Town reserves the right to reject any and all bids or to accept them in whole or in part, which in its opinion will best serve its interests and to waive defects in proposals.

The Town, Town of Riverhead Sewer District, and its agents, and employees makes no representation or warranty whatsoever as to the item either express or implied, and no Board Member, agent or employee of the Town or Sewer District is authorized to make any representation or warranty as to the item. The Purchaser shall have no claim against the Town, Town of Riverhead Sewer District, and its agents, and employees for any defect or other condition of the item. The item is sold on an "as is", "where is", on a "with all faults" basis. Bidders are therefore urged to inspect the item for themselves before bidding. Failure to do so, however, shall not impair or affect the terms of this Agreement. THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

1. Title to the item will pass to the Purchaser upon the Town's receipt of the full purchase price.
2. Once payment is made, the item is unavailable to any third persons without permission of the Purchaser.
3. State and local sales or use tax (if applicable) under New York law will be collected by the Town from the Purchaser to the extent applicable and shall be included in the payment, or proof of tax immunity furnished.
4. The Purchaser releases and shall indemnify and hold harmless the Town, Town of Riverhead Sewer District, and its agents, and employees from and against all proceedings, claims, demands, costs, expenses and liability arising out of, resulting from, or in any way connected with the purchase, removal or use of the items, including any parts, or supplies, or services furnished hereunder.
5. The Purchaser shall complete the satisfactory performance of all work (payment and removal) within fourteen (14) days of final award.
6. The Purchaser assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Purchaser, of the Town, or of

third persons, or from any other cause and whether such risks are within or beyond the control of the Purchaser, excepting only risks which arise solely from affirmative acts done by the Town subsequent to the opening of Proposals on this Agreement with actual and willful intent to cause the loss, damage and injuries described in subparagraph (a) through (c) below:

- a) The risk of loss or damage to the items prior to their physical relocation from the site.
- b) The risk of claims, just or unjust, by third persons made against the Purchaser or the Town on account of injuries (including wrongful death), loss or damage of any kind to persons or property, real or personal, whatsoever arising or alleged to arise out of or in connection with the performance of this Agreement (whether or not actually caused by or resulting from the performance of this Agreement) by the purchaser or out of or in connection with the Purchaser's operations or presence at or in the vicinity of the Town's premises, including claims against the Purchaser or the Town for the payment of worker's compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time after the Purchaser assumes ownership and control of the items.
- c) The risk of loss or damage to any property of the Purchaser or his subcontractors or others under his control and of claims made against the Purchaser or the Town for loss or damage to any property of subcontractors, materialmen, workmen and others in the performance of this Agreement, occurring at any time prior to the completion of removal of such property from the Town's premises or the vicinity thereof.

The Purchaser shall indemnify the Town, Town of Riverhead Sewer District, and its agents, and employees against all claims described in subparagraphs (b) and (c) above and for all reasonable expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Purchaser shall defend against any claim described in subparagraphs (b) and (c) above, in which event he shall not, without obtaining express advance permission from Counsel of the Town, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Town, governmental nature of the Town or the provisions of any statutes respecting suits against the Town, such defense to be at the Purchaser's cost.

The provisions of this numbered clause shall also be for the benefit of the officers, agents and employees of the Town so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Town is named, including a direct right of action against the Purchaser to enforce the foregoing indemnity, except, however, that the Town may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

The making of payment in full shall not release the Purchaser from his obligations under this numbered clause. Moreover, neither the enumeration of this numbered clause nor the enumeration elsewhere in this Agreement of particular risks assumed by the Purchaser or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims

for which he would be responsible in the absence of such enumeration.

Moreover, the Purchaser also waives any rights to limitation of liability under such law or statutes in connection with damage which may occur to property of the Town arising out of or in connection with performance of the Agreement, whether the right to recover for such damage arises under this Agreement or otherwise.

7. Nothing contained in this Agreement is intended for the benefit of third persons, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

8. From the time title passes to the Purchaser, the purchaser shall be responsible for the handling/disposal of any environmentally regulated components of the items in accordance with all legal requirements.

9. The entire agreement between the parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever shall be valid or shall be enforceable against either of the parties unless in writing and signed by the party charged therewith, or his duly authorized representative, provided however, that cancellation in the manner hereinbefore expressly provided shall be effective as so provided.

10. Except as may be indicated in a signed statement submitted by you, prior to your executing this Agreement, stating in detail any exceptions to the certification, you shall be deemed, by executing of this Agreement, to certify that neither you nor the entity on whose behalf you are executing this Agreement (a) has been indicted or convicted in any jurisdiction (b) has been suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency; or (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction. The foregoing certification or any such signed statement shall be deemed by the Town to have been made by you with full knowledge that it would become part of the records of the Town and that the Town would rely on its truth and accuracy in entering into this Agreement. Knowingly providing a false certification or statement may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Sections 175.30 et. Seq.).

11. Except as may be indicated in a signed statement submitted by you prior to your executing this Agreement stating in detail any exceptions to the certification, you shall be deemed by execution of this Agreement to certify that (a) you have not made any offers or agreements or taken any other action with respect to any Town employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Town's Code of Ethics nor have you any knowledge of any act on the part of a Town employee or former Town employee relating either directly or indirectly to you which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by you for the purpose of securing business, has been employed or retained by you to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency, (c) the prices for the items were 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 proposed or with any competitor; (d) no attempt has been made and none will be made

by you to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain or direct business or to secure any other improper advantage in connection with this purchase. The foregoing certification or any such signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Town and that the Town would rely on its truth and accuracy in executing this Agreement. Knowingly providing a false certification or statement may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.).

This Agreement shall be construed in accordance with the Law of the State of New York including the New York Uniform Commercial Code, which shall be applicable to this Agreement. The Purchaser hereby consents to the exercise by the Courts of the States of New York and New York of jurisdiction in personam over it with respect to any matter arising out of or in connection with the Agreement and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Purchaser indicated herein, shall have the same effect as personal service within the State of New York or New York upon a domestic corporation of the said State.

Required Information for Submission of Bid Proposal: The following information shall be provided in each bid in the order listed below. The bid sheet must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. The submission must indicate any exception(s) to these requirements.

Bid Requirements:

- a. BIDDER(S) shall indicate price on the Bid Sheet. The price shall indicate the totals sum to purchase the vehicle.
- b. BIDDER(S) shall indicate the ability and willingness to commence removal of the vehicle within fourteen (14) calendar days from notification of award.
- c. BIDDER(S) shall identify the ability to load, remove and transport the vehicle from the Facility.
- d. BIDDER(S) shall submit to the Town Sewer District a certified check made payable to the Town of Riverhead Sewer District in the total amount of the successful bid prior to the start of removal of the vehicle, and no later than 10 days from the date of the bid award.

General Bid Specifications

1. Bid Criteria: To be considered, all bids must be submitted in writing and Respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **SALE OF 1985 DETROIT DIESEL GENERATOR, Model #71237305 "AS IS" CONDITION** and received no later than 11:00 am on June 5, 2015 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing BIDDER bears the risk of delays in delivery. Upon receipt of bids, each BIDDER shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve BIDDER from any obligation in respect to this bid.

2. Bid Modifications: Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

3. Bid Costs and Expenses: The Town of Riverhead will not pay any costs incurred by any BIDDER(S) associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

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

5. Discrepancies and Omissions: BIDDER(S) 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(S). Should BIDDER(S) find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, BIDDER(S) shall notify the Town Clerk of the Town of Riverhead and/or Sewer District Superintendent, Michael Reichel, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of 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 five (5) calendar days prior to the time set for opening of the bids.

6. 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 .

7. 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(S).

8. Notification of Withdrawal of Bid: BIDDER(S) 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.

9. 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.

10. Award of Bid: The final award of a bid 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 non-responsive, to award a bid to other than the lowest priced bid, to award multiple bids, or not to award a bid. Notice in writing to a BIDDER(S) of the acceptance of its bid by the Town will constitute a bid, and no BIDDER(S) will acquire any legal or equitable rights or privileges until the occurrence of such event.

11. Contract Terms and Conditions: The term of the contract between the successful bidder and the Town shall be limited to the purchase of the vehicle and the contract term shall end upon successful removal of the vehicle.

12. Notice: Any notice to the Town of Riverhead required under the contract shall be sent to: **Michael Reichel, Sewer District Superintendent, 2 River Avenue Riverhead, NY 11901.**

13. Indemnification:

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

14. Acceptance: Upon acceptance and approval by the Town Board, or their designated official, the bid effects a working contract between the Town and the successful bidder.

All bids will remain subject to acceptance for thirty (30) days after the date of the bid opening. All bids may be rejected by the Town Board at their discretion.

15. Addenda: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to all bidders in written addendum form from the Purchasing office. Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

16. Cancellation: The Town reserves the right to cancel this contract or any portion thereof immediately for buyer's failure to comply with terms stated in contract.

17. Certification: Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be completed in its entirety.

18. Collusion: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

19. Communication: The Town shall not be responsible for any verbal communication between any employee of the Town and potential bidder(s). Only written specifications and price quotations will be considered.

20. Exceptions: The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, with no exceptions.

21. Forms: Bid proposals will be submitted on the form provided by the Town. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

22. Indemnification: The successful bidder agrees by entering into this contract to defend, indemnify, and hold the Town harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

23. Independent Contractor: Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

24. Receipt of Bids: Bids must be received by the Town Clerk prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder

must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the bidder. **Faxed bid responses are not acceptable.**

25. Reimbursements: There is no expressed or implied obligation for the Town of Riverhead to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid. The Town of Riverhead will not reimburse responding firms for these expenses, nor will the Town pay any subsequent costs associated with the provision of additional information or presentation or to produce a contract for sale of property as specified herein.

26. Reservations: This solicitation does not require the Town to accept any bid or offer or to complete a sale. The Town reserves the right to accept or reject, in part or in whole, any bids submitted and waive any technicalities for the best interest of the Town.

27. Satisfaction: All terms and conditions of the contract and specifications must be satisfactorily met; including the submission to the Town of any and all documentation as may be required before award recommendation will be submitted to Town Board.

28. Severability: The invalidity or unenforceability or any provision hereof shall not affect the validity or enforceability of any other provision.

29. Withdrawal: Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Town Clerk in writing. The Town reserves the right to reject any and all bids by reason of this request. Bids may not be withdrawn after the bid opening time.

**BIDDERS ARE URGED TO INSPECT GENERATOR PRIOR TO BIDDING
LOCATED AT: 2 RIVER AVENUE, RIVERHEAD, NEW YORK 11901**

BID DUE DATE: 11:00 A.M. JUNE 5, 2015

**SITE INSPECTION DATES:
BY APPOINTMENT ONLY**

INSPECTION: Inspection of this item is by appointment only. An appointment for inspection may be scheduled by contacting Michael Reichel at the Sewer District at (631) 727-3069.

DESCRIPTION

The Town of Riverhead ("Town") is offering for sale and removal "As Is" and "Where Is", surplus, obsolete, 1985 Detroit Diesel Generator, Model #71237305. The item nor the description thereof, is guaranteed by the Town, and the Town reserves the right to reject any and all bids or to accept them in whole or in part, which in its opinion will best serve its interests and to waive defects in proposals.

Company Name: _____

Total Bid: \$ _____

Bid Deposit Amount: \$ _____

BIDDER QUALIFICATIONS

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

Section A.

1. Name of Offeror/Organization:

2. Main Office Address: _____
3. When Organized:

4. If a Corporation, Indicate State Incorporated In:

5. **NAME OF PARTNERS** **HOME ADDRESS OF PARTNERS**

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

If Bidder is a CORPORATION, complete the information below:

Name and Address of President:

Name and Address of Vice President:

Name and Address of Secretary:

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more?

Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____

2. Have you ever defaulted on a contract? Yes/No _____ If yes, state where and why:

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

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

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

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

6. Who will personally supervise this contract?

Name and Phone Number

Title

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

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

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

Day: _____

Night: _____

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

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

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

Section D.

(*Delete phrases that are not applicable)

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

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

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

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

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

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

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

Legal Name of Person/Firm/Corporation

By: _____

I understand that the following terms and conditions will apply to any purchase I make at this sale. All quantities, lengths and weights are approximate. This bid is irrevocable for ninety days after opening. The Port Authority reserves the right to accept any bid or combinations of bids which it considers in its best interest.

The bidder whose bid is accepted by the Town has entered into a legally binding contractual agreement with the Town. If at any time such a bidder fails to honor the terms of that contract, he/she will be declared in breach of contract, forfeit his/her bid deposit and be liable for all damages to the Town including the difference in the bid price and the next high responsive bid, and reletting costs, if any. In addition, the bidder may be ineligible for future Town contract awards. This form must be signed twice and submitted with bids in order for the bid to be considered.

Print Name: _____

Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Signature: _____

Date: _____

PLEASE READ ALL TERMS AND CONDITIONS BEFORE SIGNING. This bid is irrevocable for ninety days after opening.

(YOUR SIGNATURE IS ACKNOWLEDGEMENT THAT YOU HAVE READ AND ACCEPT THE TERMS OF THE SALE.)

**GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b
GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL
CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

GENERAL MUNICIPAL LAW – SECTION 103-d
Non-Collusive Bidding Certificate

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

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

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

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

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: _____