



# TOWN OF RIVERHEAD

*Sean M. Walter, Supervisor*

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

BID FOR: CHARTER COACH TRANSPORTATION 2019-2020

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

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

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

\_\_\_\_\_  
DATE

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

(\_\_\_\_)\_\_\_\_\_  
FAX NUMBER

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

In compliance with your advertisement for bids to be opened at **11:00 a.m. on June 27, 2019** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

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

Respectfully submitted,

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the **CHARTER COACH TRANSPORTATION 2019-2020** for use by the Town of Riverhead, Riverhead, NY 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 27, 2019**, 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](http://www.townofriverheadny.gov), click on "Bid Requests", beginning May 30, 2019.

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 "**CHARTER COACH TRANSPORTATION 2019-2020**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on June 27, 2019**.

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

# TOWN OF RIVERHEAD BID SPECIFICATION

## CHARTER COACH TRANSPORTATION 2019-2020

### I: OVERVIEW

The Town is seeking proposals from qualified vendors to supply the Town with Charter Coach Transportation for the bus trips and field trips offered through the Department of Parks and Recreation. The Department of Parks and Recreation, offers affordable and quality recreational opportunities to residents (some recreational opportunities are offered to non-residents for additional fee). The Department of Parks and Recreation Seasonal Brochures (Fall-Winter and Spring-Summer) offer a variety of classes, programs and bus and field trips. A list of past and/or possible bus/charter service destinations is annexed hereto as Attachment 1.

This request for proposal is part of a competitive procurement process, which is intended to serve the best interests of the Town of Riverhead. The Town will award to the vendor(s) whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the request for proposal. Notwithstanding the above, the Town anticipates and reserves its right to award to one or more than one bidder. The Town also reserves the right not to award this bid.

### II: GENERAL BID SPECIFICATIONS

#### 1. General Instructions

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

Bidders are responsible for submitting 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.townofriverheadnv.gov](http://www.townofriverheadnv.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 Charter Coach Transportation 2019-2020. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

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

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Town Clerk, 200 Howell Ave., Riverhead, NY 11901 or by email to: [wilhelm@townofriverheadny.gov](mailto:wilhelm@townofriverheadny.gov) prior to and at least five (5) days before the bid opening, **\*unless a date certain/deadline for questions or clarification is otherwise stated in these specifications. Verbal questions will not be entertained.**

**Bidders must submit one original copy of their bids.** The original must be sealed and clearly marked "**CHARTER COACH TRANSPORTATION 2019-2020**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

For purposes of this bid, the Town may require inspection of the charter bus(s) offered to perform the services outlined in the specifications and proof of ownership of the charter bus(s).

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

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

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

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

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

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

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.

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

The Town of Riverhead will not pay any costs incurred by any Bidder/Vendor 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 year from the date of the date of award or such other date set forth in these specifications and, upon mutual consent, an option to extend for an additional year.

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

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

## **5. Sub-Contracting**

The Bidder/Vendor selected shall be solely responsible for contractual performance and Bidder/Vendor assumes all responsibility for the quality of work (i.e. bus and bus services) performed under this contract.

## **6. Discrepancies and Omissions**

Bidder/Vendor 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/Vendor. Should Bidder/Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, Bidder/Vendor shall notify the Town Clerk of the Town of Riverhead and/or Purchasing Director, 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/Vendor'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. Vendor's name MUST appear on EVERY page of this bid.

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

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or Bidder/Vendor's response), to sit and act as sole judge of the merit

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

and qualifications of product and services 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. The Town reserves the right to purchase similar goods or services included as part of this bid from any means legally available to it at any time.

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

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

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

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

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

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

## **11. Bid Security**

None required.

## **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/Vendor(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a Bidder/Vendor of the acceptance of its bid by the Town will constitute a contract, and no Bidder/Vendor 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 commencing September 1, 2018. At the end of the contract period, the contract may be extended (not to exceed 1 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.

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

#### **14. Independent Contractor**

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/Vendor 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/Vendor. The Bidder/Vendor 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:

**Diane Wilhelm, Town Clerk, and  
Mary Ann Tague, Purchasing Agent  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901**

#### **17. Indemnification**

a. General Information

By submitting a bid, the proposing Bidder/Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Bidder/Vendor'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, in whole or part, to the Town, its employees or agents.

b. Insurance

i. Bidder/Vendor recognizes that it is operating as an independent Bidder/Vendor 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,

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

of any nature, arising out of the Bidder/Vendor'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/Vendor in their negligent performance under this contract.

- ii. The Bidder/Vendor 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 Bidder/Vendor is an independent Bidder/Vendor and is not an employee of the Town of Riverhead.
- iii. During the term of this contract, the Bidder/Vendor shall, at its own expense, carry insurance minimum limits as set forth above.

## **18. 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.

## **19. Sexual Harassment**

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

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

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

### III. BID SPECIFICATIONS

#### 1. Scope

The Town of Riverhead is seeking proposals from qualified vendors to supply the Town with Charter Coach Transportation (bus with restroom and driver(s)) for a variety of classes, programs and trips offered through the Town of Riverhead Parks and Recreation Department requiring bus transportation to and from the destination. As the Department of Parks and Recreation schedules and offers “Bus Trips” and “Field Trip” as part of its Fall-Winter and Spring-Summer Recreational Programs the number of bus trips and bus trip destinations may vary month to month or season to season and may be dependent on the number of interested participants. While the “Bus Trips” are typically selected to attract or address interests of adult residents (i.e. Broadway Play in New York City or Antique Fair in Rhinebeck, New York) and “Field Trips” are selected to attract or address interests of children and young adults, some destinations/bus trips are intergenerational (i.e. Baseball at Yankee Stadium or Whitewater Rafting/Lehigh Gorge State Park). A sample list of past and/or possible bus trip/charter service destinations is annexed hereto as Attachment 1. A copy of the Department of Parks and Recreation Fall-Winter or Spring-Summer Recreational Brochure may be viewed on line at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), scroll to Department of Parks and Recreation, click to locate Fall-Winter or Spring-Summer Recreational Brochure.

While this bid is intended to include charter bus services for “Bus Trips” and some Summer Teen Program, Youth Program, Camp “Field Trips” listed and part of the Department of Parks and Recreation Fall-Winter and Spring-Summer Recreational Brochure, some trips/destinations located within the Town of Riverhead, County of Suffolk or County of Nassau (typically less than 30 miles and/or less than an hour travel time from starting location to the destination) are not included in this bid solicitation. In addition, daily bus services provided to and from Town Department of Parks and Recreation Facilities for Programs/Camps are not included in this bid solicitation.

#### 2. Compliance with Applicable Laws, Rules, Regulations:

Vendor shall comply with all US Department of Transportation, New York State Department of Transportation, New York State Vehicle and Traffic Laws and such other applicable federal, state and local laws, rules, and regulations regarding bus equipment, operation and safety, licensing of drivers, passenger safety, service and staffing, including but not limited to, valid New York State Inspection and Registration, maximum driving and on-duty time for drivers, continuous safe and adequate service.

#### 3. Minimum Standards for Bus and Equipment

The Town requires that all charter buses that are utilized in the performance of this Contract have operating and active two-way radios. All charter buses that transport children outside of the radio coverage shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Town.

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

In addition to above, the Town requires that each and every charter bus provided to the Town for bus trips and field trips meet the following minimum standards: engine, steering, brakes must be in excellent working order; air conditioning and heating must be in excellent working order; the exterior of the bus must be well painted, clean and without signs of damage; the interior of the bus must be clean with upholstery and flooring in good condition; all on-board restroom facilities must be completely functioning and clean; restrooms must be serviced as often as necessary to avoid offensive odors in the bus.

If a bus experiences mechanical difficulties during service, the Vendor will provide a replacement bus within one hour.

All buses shall be open to inspection by the Town or its duly authorized representatives at departure site.

The Vendor's failure to adhere to the minimum standards recited above or provide replacement bus in a timely manner then the Vendor shall refund all deposits and/or payments made by the Town and pay the Town the missed/late trip damages plus any expenses the Town of the travelers incurred due to the non-arrival or lateness (ex., payment for any entrance fees, reimbursements for admission to events if the lateness prohibits admission, etc.).

#### **4. Scheduling/Reservation of Bus, Change or Cancellation of Trip Provisions**

a. Scheduling/Reservation

The Town will contact the Vendor, via telephone, email, or writing, to make a reservation for the desired service as soon as practicable and agrees that Town shall schedule same no later than 30 days in advance of the date for the bus trip or field trip. The Vendor shall confirm the reservation, including date, details of trip i.e. location of pick-up and approximately location for drop off at venue/event, pick up, estimated drop-off, and return time, location for pick up and destination, type and seating capacity, restroom facilities, in writing or email within 48 hours of receipt. In the event that an unforeseen circumstance has arisen such that the Town is unable to provide 30 days advance notice (late reservation), the Vendor shall make every effort to accommodate the request for services. The Vendor shall notify the Town of its ability (reservation confirmation) or inability to accommodate the Town's late reservation as soon as practical but not later than 48 hours of receipt of the reservation request, so the Town may be provided sufficient time to make a determination to reschedule the bus trip or field trip or arrange for bus services with a different bus Vendor.

b. Change Request

While the Town does not anticipate changes to a reservation request, the Town requires the Vendor to work cooperatively with the Town and make every effort to accommodate the change request. As per the paragraph above, the Vendor shall confirm the change request, in writing or via email, within 48 hours of receipt of such request.

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

c. Cancellation

- i. In the event the Town is required to cancel a trip due to lack of enrollment or event host cancelation/reschedule i.e. league rescheduling of ball game, the Town shall provide the Vendor with 10 days' notice or as soon as possible but not later than 72 hours' notice. Vendor shall provide a full refund if cancellation is received 72 days prior to departure date or in the alternative, if Vendor has received late notice of cancellation the Town shall pay Vendor a cancellation fee equal to one-eighth of the charge for the first 100 miles/eight hours of charter bus service for a pickup and return on the same day.
- ii. In the event that severe weather conditions are forecast and/or occurring which threaten travel safety for trip participants and/or bus travel, the Town and Vendor shall work cooperatively and make every effort to agree on cancellation and/or rescheduling. Vendor shall provide a full refund due to weather related cancellations or Vendor may apply any monies paid to the rescheduled reservation.

**5. Directions, Pick Up & Drop Off Time & Locations**

Vendor is responsible and accountable for ensuring that its drivers are knowledgeable of the Coach Bus service location and the most efficient way of traveling to/from that location from/to the trip pick up point.

Vendor shall arrive at the pick-up location (start of trip and return trip) and be ready for boarding at least 30 minutes before departure time. As a majority of the anticipated participants for the bus trips or field trips are seniors, some with health limitations, and children, traffic, safety and supervision concerns, the location for drop off and return trip pick-up location is of paramount importance. The Vendor shall make every effort to select a safe location for disembarking and return trip pick-up/boarding location in close proximity to event or venue. The Town may designate multiple pick-up and multiple drop-off locations per trip.

In the event a scheduled charter bus does not arrive at the Town scheduled departure site(s), is late arriving at the pickup site, or is late arriving to the trip site due to factors within the control of the Vendor, then Vendor shall pay the Town the missed/late trip damages plus any expenses the Town of the travelers incurred due to the non-arrival or lateness. (ex., payment for any entrance fees, reimbursements for admission to events if the lateness prohibits admission, etc.).

**6. Accidents/Incidents**

In the event of any accident involving a vehicle in service to the Town, Vendor must notify the Town of Riverhead Parks and Recreation Department, 631-727-5744 during regular business hours and at the cell phone number provided (after contract award) during off hours, and a written report submitted to the Recreation Superintendent of the Town.

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

Written reports suitable for filing with the Department of Transportation and the Department of Motor Vehicles shall be prepared by the Vendor and copies forwarded to the Town of Riverhead.

## **7. Price/Rate, Fees, and Payment**

Bid submissions are requested for charter bus services for pick-up and return the same day. Services are also requested for a rate when the pick-up is one day and the return is another day. The price for charter bus services for the Town Recreation Programs is to be submitted on the Cost Summary Form(s) and it is to be a rate that considers time and mileage from the point(s) of departure to the return drop-off point(s).

The Town recognizes that there are times when it is necessary, due to State and Federal law and Regulations, to have a relief driver on a charter bus due to extended travel time and, as such, a daily charge for a relief bus driver is to be included within the rate quoted.

The Town will not reimburse the Vendor for costs of tolls, admission and parking fees below \$100.00 (the Town will reimburse Vendor that portion of parking fees above \$100.00) on any charter bus service and said costs must be borne by the Vendor. The Town will make payment or reimburse the Vendor for costs for ferry services if applicable and necessary part of transportation.

All invoices for charter bus services will include a trip verification form which will be supplied by the Town.

## **8. Insurance Certification**

- i. The vendor hereby agrees to effectuate the naming of the Town of Riverhead, its Board members, and employees as an unrestricted additional insured on the vendor's insurance policies, with the exception of workers' compensation, with no responsibility for payment of premium by the Town.
- ii. The vendor's policies will:
  - Be an occurrence form of insurance policy from an
  - Best rated "A" "secured" or better and licensed to conduct insurance business in New York State. Insurers otherwise authorized to conduct business in New York may be accepted at the Town's discretion.
  - Provide for 30 days' notice of cancellation.
  - State that the insured's coverage will be primary coverage for the Town, its Bard, employees and volunteers.
  - Name the Town of Riverhead as an additional insured by using ISO endorsement CG 20 10 11 85 or its equivalent. ISO endorsement CG 2010 11 85 or equivalent and must accompany certificate and reflect that the Town has been added to the policy by endorsement. The certificate of insurance must state that this is endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

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

- iii. The vendor agrees to indemnify and save harmless the Town from all cost expense, or liability to the extent permitted by law arising out of the operations performed hereunder including, without limitation of, the foregoing acts of the vendor's employees. In addition, the vendor agrees to indemnify the Town for any applicable deductibles.
- iv. Required Insurance:
  - Commercial General Liability Insurance  
\$1,000,000 per occurrence/\$2,000,000 general and services/completed operations aggregates.
  - Automobile Liability  
\$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - Workers' Compensation  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Benefits Insurance for all covered employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- v. Excess liability limits over and above the preceding are recommended.
- vi. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- vii. The vendor agrees that the Town will not be responsible for any loss or damage whatsoever to property of the vendor.
- viii. The Town will be the sole judge in determining the acceptability of insurance requirements.

The vendor acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The vendor shall provide the Town with a certificate of insurance, evidencing the above requirements have been met prior to the commencement of work. The failure of the Town to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the Town.

## **9. 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.

**10. Sexual Harassment**

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

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

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

**IV. BID  
CHARTER COACH TRANSPORTATION 2019-2020**

**BID SHEET**

<u>Categories</u>	38-46 passenger Coach Bus pick-up and Return the same day	Pick-up on one day and Return Another Day	Increase in Charge for change to a 47-51 passenger Coach	Increase in Charge for change to a 47-51 passenger Coach Pick-up on one day and Return Another Day	Increase in charge for change to a 52-65 passenger Coach	Increase in charge for change to a 52-65 passenger Coach Pick-up on one day and Return Another Day
Trips up to 100 round trip miles & up to 8 hours						
Up to 100 round-trip miles & number of each additional hours beyond 8 hours						
Trips from 101-200 round-trip miles & up to 10 hours						
From 101 to 200 round-trip miles & number of each additional hour beyond 10 hours						
Trips from 201-300 round-trip miles & up to 12 hours						
Trips from 201 to 300 round-trip miles & number of each additional hours beyond 12 hours						
Trips from 301 to 400 round-trip miles & up to 15 hours						
Trips from 301 to 400 round-trip miles & number of each additional hours up to 15 hours						
Trips from 401-500 round-trip miles & up to 15 hours						
Trips from 501 to 600 round trip miles & up to 15 hours						

Trips from 601 to 750 round trip miles & up to 15 hours						
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Note: Bid submission includes bus driver costs, relief drivers, cost of tolls, admissions and parking fees, except the Town will reimburse Vendor for that portion of the parking fees over \$100.00. The Town shall not be responsible for driver meals or lodging. A wheelchair accessible coach must be supplied when necessary at no additional cost.

Failure to adhere to and comply with the terms of this bid award will be cause for cancellation upon five (5) days written notice by the Town to the vendor. Said notice shall be given by certified mail. In the event, and upon rebidding and negotiation of a new contract for transportation, the original vendor will indemnify the Town and hold the Town harmless for any and all costs incurred thereby.

Below find examples of the past trips scheduled by Recreation Department:

	<u>Date</u>	<u>Departure Time</u>	<u>#Vehicles</u>	<u>Total</u>
Pickup Stotzky Park	3/15/14	9:00 am	1	54
Drop-off - New York City	3/15/14	11:00 am		
		45 <sup>th</sup> Street & Broadway		
Drop-off - Museum of Natural History	3/15/14	11:20 am		54
Central Park West @ 79 <sup>th</sup> St				
Drop-off – Metropolitan Museum of Art	3/15/14	11:30 am		54
1000 5 <sup>th</sup> Ave. – NYC 45 <sup>th</sup> St.				
& Broadway				
Pick-Up New York City	3.15/14	5:00 pm		54
Drop-off-Stotzky Park	3/15/14	7:00 pm		54
Nassau Coliseum	Uniondale, NY			
Empire City Casino	Yonkers, NY			
Brooklyn Botanical Gardens	Brooklyn, NY			
Madison Square Garden	New York, NY			
The Big E	W. Springfield, MA			
Ripley's Believe It or Not,	NYC			
Jekyll & Hyde	New York, NY			
Peddler's Village	Lahaska, PA			
Christmas Tree Shoppe	Orange, CT			
Cracker Barrel	New Milford, Ct.			
Stew Leonard's	Norwalk, CT			
MetLife Stadium – NY Jets	E. Rutherford, NJ			
NY Yankees	Bronx, NY			
Kutztown German Festival	Kutztown, PA			
Intrepid, NYC	Circle Line			
Resorts World Casino	Jamaica, NY			
Crayola Factory	Easton, PA			
Polar Express				
Atlantic City	Atlantic City, NJ			
Citi field	Flushing, NY			
Bronx Zoo	Bronx, NY			
Spirit Cruise	Chelsea Piers, NY			
911 Memorial				
Elephant's Trunk	New Milford, CT			

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

Insurance Certification

Your insurance representative must complete the form below in order to be considered for the award of this bid, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representatives' Acknowledgement

we have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: \_\_\_\_\_

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

Are you an agent for the companies providing the coverage?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_  
Insurance Representative

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if is not, the Town may reject my bid and award to the next lowest bidder.

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

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

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

\_\_\_\_\_  
Bidder's Signature

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

All required documents must be submitted (where they will remain on file) to the following address prior to the beginning of service:

Town of Riverhead  
Town Clerks Office  
200 Howell Ave.  
Riverhead, New York 11901

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

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

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

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

THIS BID AWARD SHALL BE IN EFFECT FOR ONE YEAR FROM DATE OF AWARD.

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

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

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

\_\_\_\_\_  
DATE

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

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 not knowingly been disclosed, prior to the opening of bids or 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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: \_\_\_\_\_

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

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

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