

BIDDER _____



TOWN OF RIVERHEAD
Sean M. Walter, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID AP-0215

BID FOR: AUTOMOTIVE PARTS 2015

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

BIDDER _____

TOWN OF RIVERHEAD NOTICE TO BIDDERS

Sealed bids for the purchase of **AUTOMOTIVE PARTS 2015** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 pm** on **JUNE 5, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **MAY 7, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **AUTOMOTIVE PARTS 2015**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

BIDDER

GENERAL SPECIFICATIONS GENERAL

Bidders shall be responsible to carefully examine the Specifications enclosed.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specification Sheet shall be submitted with a bid. Failure to submit such data may result in the disallowing of said bid.

These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said products.

All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these Specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

COMPLIANCE WITH RULES AND REGULATIONS

The unit and associated equipment furnished shall comply with all provisions which would be applicable, if the Town of Riverhead were a private corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with fire underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control.

DEVIATION

Minor deviations from the provisions of these Specifications will be considered to permit manufacturers to follow their standard manufacturing process.

Such deviations will be approved, however, only in the sole discretion of the Town of Riverhead and only if in its opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts.

All proposed minor deviations, with full details, must be listed on a separate Detail Sheet, which must be attached to and made part of this bid.

The Town of Riverhead reserves the absolute right in its sole discretion to accept that bid, if any, which under all circumstances will best serve the public interest.

GUARANTEE

The vendor warrants and guarantees the 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 six months from the date of acceptance of the units, 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.

PRICES

If a like or lower quantity of a standard item contained in this bid is sold by a vendor at a price less than the prices quoted herein, the price to the Town of Riverhead shall be reduced to that lower price.

The following can only be considered only upon agreement to extend this contract.

BIDDER

A request to substitute a new price when an extension is requested will be considered only if submitted to the Purchasing Agent in writing. The Purchasing Agent may, after consideration, accept the new price as a basis for modification of the contract. However, if the Purchasing Agent does not consider the new price fair, reasonable, and in the Town's interest, the contract may not be extended...

QUANTITY

The Town of Riverhead is in no way obligated to purchase quantities shown nor limited to say quantities listed.

CONTRACT PERIOD

The Contract Period shall be effective for one year from date of award. At the termination of this contract, the contract may be extended for a total three (3) year, contract at the sole discretion of the Town of Riverhead and with the consent of the vendor or vendors.

RESERVATIONS

The mention in the specifications of any unit, component, or equipment by brand name and/or model is meant to convey to the potential bidder the type and quality of the product required and desired by the Town. Any unit, component, or equipment which is of equal type and quality may be considered as such and may be acceptable to the Town, upon agreement by the Town Board to that fact. The decision of the Town Board, however, in such a circumstance is final.

Furthermore, the Town Board of the Town of Riverhead reserves the right and responsibility to reject any or all bids if they believe such action to be in the best interest of the town.

PIGGYBACKING

The Town of Riverhead reserves the right to allow all municipal, not-for-profit and political subdivisions 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 at any time.

BIDDER _____

**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 _____, 20____

NOTARY PUBLIC

BIDDER _____

ACCEPTANCE SHEET
(MUST BE COMPLETED, SIGNED AND RETURNED WITH BID)

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

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 § 165a(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: _____

BIDDER _____

AUTOMOTIVE PARTS – AP0215

	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
1.	AIR CONDITIONING PARTS & SUPPLIES			
2..	BEARINGS/SEALS			
3.	BELTS & HOSES			
4.	BRAKE CALIPERS			
5.	BRAKE HYDRAULICS			
6.	BRAKE PARTS – ROTORS & DRUMS			
7.	CAPS-OIL, FUEL RADIATOR			
8.	CARBURETORS (NEW & REBUILT)			
9.	CHEMICALS: SPRAY CLEANERS, SILICONE LUBS, ETC.			
10.	COOLING SYSTEMS			
11.	ELECTRONICS: POWER WINDOW & SEAT MOTORS, ETC.			
12.	EMISSIONS PARTS, SENSORS			
13.	EXHAUST EQUIPMENT			
14.	FILTERS-AIR, OIL PVC TRANSMISSION			

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	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
15.	FRONT END (CHASSIS PARTS)			
16.	FUEL INJECTORS			
17.	FUEL PUMPS			
18.	GASKETS & SEALS (OIL SEALS, ETC.)			
19.	HARDWARE (LUG NUTS, STUDS, ETC.)			
20.	IGNITION PARTS (WIRES, ETC.)			
21.	KEY BLANKS			
22.	LIGHTING			
23.	PLUGS, SWITCHES, ETC.			
24.	RADIATOR & HEATER CORES			
25.	SHOCK ABSORBERS			
26.	SPARK PLUGS			
27.	STARTERS & GENERATORS (REMANUFACTURED)			
28.	TIRE REPAIR (PLUGS, PATCHES, VALVES, WHEEL WEIGHTS, ETC.)			
29.	TUNE UP PARTS, DISTRIBUTOR CAPS, ROTORS, WIRES,			

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	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
30.	UNIVERSAL JOINTS			
31.	WATER PUMPS			
32.	WINDSHIELD WASHER FLUID			
33.	WINDSHIELD WIPER MOTORS			
34.	WIPER BLADES			

**PLEASE PUT NAME ON EVERY
PAGE OF THIS DOCUMENT**