



TOWN OF RIVERHEAD

Laura Jens-Smith, Supervisor

200 Howell Avenue

Riverhead, NY 11901-2596

631.727.3200

BID #RWD 2019-16

BID FOR: DRY HYDRATED LIME (CALCIUM HYDROXIDE)

BIDDERS NAME

CONTACT

BIDDERS ADDRESS

CITY, STATE, ZIP

() _____
PHONE NUMBER

() _____
FAX NUMBER

E-MAIL ADDRESS

In compliance with your advertisement for bids to be opened on **March 22, 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 purchase of **DRY HYDRATED LIME (CALCIUM HYDROXIDE)** for use by the Town of Riverhead 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 March 22, 2019**, at which time all bids received shall be opened read aloud.

Bid Specifications may be by visiting the Town of Riverhead website at www.townofriverheadny.gov. Click on "**Bid Requests**" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR DRY HYDRATED LIME (CALCIUM HYDROXIDE) – BID #RWD-2019-16**. 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.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above on or before March 22, 2019. 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.

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

**TOWN OF RIVERHEAD BID SPECIFICATION
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

GENERAL

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 chemical. 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.townofriverheadny.gov. In addition to obtained 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 Lime. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: tague@townofriverheadny.gov prior to the bid opening, **unless otherwise stated***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated***. **Verbal questions will not be entertained.**

Bidders must submit one original copy of their bids. The original must be sealed and clearly marked **"DRY HYDRATED LIME FOR RIVERHEAD WATER DISTRICT 2019-16"**. 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.

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

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: www.townofriverheadny.gov. The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply goods/parts within the requested time frames, and location.

A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its 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/SDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or 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 each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

Bid Expiration Date

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

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.

Sub-Contracting

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

Discrepancies and Omissions

CONTRACTOR 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 CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the PURCHASING AGENT, 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 CONTRACTOR'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.

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 CONTRACTOR'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.

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 CONTRACTOR.

Notification of Withdrawal of Bid

CONTRACTOR 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.

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.

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 CONTRACTOR(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 CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

Contract Terms and Conditions

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

Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

Licenses and Permits

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

Notice

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

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

Indemnification

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR 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 CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'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 CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified below (a, b, c) within thirty six hours of notification of successful bid and prior to commencement of any services identified in the contract/bid specification: a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and b. Proof of professional liability insurance in the amount of(\$1,000,000.00.); and c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total). In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

Confidential and Proprietary Information

a. All information contained in the Bid is subject to production under the New York Freedom of Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well

as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or “proprietary, shall be considered public information and is subject to release at such time identified in the Town of Riverhead Procurement Policy and as required under the Freedom of Information Act.

b. Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the Town rejecting the Bid Response on the grounds that the Bid Response is not responsive.

c. Limitations to Liability: Town of Riverhead assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to this bid, including requests for additional information. The Town assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.

d. Bidder agrees to promptly provide any non-confidential information or materials required by the Town to respond to such requests, to the extent required by law.

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 or on the basis of best value in a manner consistent with all applicable provisions of **General Municipal Law 103**. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead seeks to offer and make available this contract for commodity, product or services to members (commissioner elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements authorized by applicable provisions of Town Law and General Municipal Law that have entered into the purchasing cooperative agreement, of the LIWCPC and 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.

Termination Process

a. Termination for Convenience:

Notwithstanding anything contained herein, the Town may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The Town shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

b. The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

c. This Agreement may be terminated by the Town upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the Town; (2) continued Work is deemed by the Town, in its sole discretion, not to be in the best interests of the Town; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

d. Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Town may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the Town's option, become the Town's property. The Town shall pay the successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the Town may take all steps necessary to collect damages.

COMPLIANCE WITH RULES AND REGULATIONS

The unit and associated product 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.

GENERAL

The product and all associated components shall be furnished complete and in readiness for use.

The product furnished shall be the Manufacturers latest listed and published model, or models, which meet all the applicable requirements of these Specifications.

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 product herein specified, including all associated product 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 product 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.

DELIVERY

All product delivered shall be delivered shrink wrapped and "on the ground", inside the plant/location designated on the purchase order. All prices are F.O.B.

PRICES

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

QUANTITY

The Town of Riverhead is in no way obligated to purchase quantities neither shown nor limited to said quantities listed.

OSHA STANDARDS

All product, materials and/or installations utilized in connection with this contract will meet all OSHA standards.

The OSHA Hazard Communication Standard (Subpart 2 of Part 1910 of Title 29 of the Code of Regulations amended under Section 1910/1200 Federal Register) requires chemical manufacturers, importers and distributors to obtain and develop Material Safety Data Sheets (MSDS's) fir each hazardous chemical they produce, distribute or import. Bids may not be considered unless the MSDS accompanies each bid. Departments will not accept delivery from providers of chemicals unless EACH container is properly labeled in accordance with MFDA704 (when applicable).

MATERIAL SAFETY DATA SHEETS MUST BE SUBMITTED WITH BID FORMS.

FUEL SURCHARGES

The Town of Riverhead will not pay any type of fuel surcharge. Any fuel charges added will be deleted from any payments made to the vendor.

**CALCIUM HYDROXIDE SPECIFICATIONS
RIVERHEAD WATER DISTRICT**

PART 1 - GENERAL

1. SCOPE

The Town of Riverhead seeks vendors, who are **authorized** to distribute hydrated lime especially mentioned in the specifics of this bid for the supply (pick up) and delivery of said chemical for the Town of Riverhead Water District. The chemical is listed below and in the attached Bid Response Form. In addition to the supply and delivery described above, due to the quantity and weight of the chemical "Hydrated Lime" and best management practices regarding storage of this chemical, the Water District requires not only supply, delivery but Contractor shall supply people to unload and re-stack this chemical in an area designated by the Superintendent or his designee. The Riverhead Water District, and as may be overseen by the Purchasing Director, will be the Department responsible for the ordering of, pick up, schedule delivery of chemicals necessary for daily maintenance of Riverhead Water District Plants

- A. The supplier under this contract shall furnish approved 50-lb bags of Calcium Hydroxide (Hydrate) CAS-1305-620 in accordance with ANSI/NSF Standard-60/61 for water treatment.

2. FEDERAL, STATE AND COUNTY APPROVALS

- A. The Calcium Hydroxide to be supplied shall have been accepted by ANSI/NSF Standard-60/61 for drinking water treatment additives for use in public water supplies.
- B. The bidder shall also provide proof of certification of meeting ANSI/NSF Standard-60/61 and have a **Material Safety Data Sheet/Safety Data Sheets** for the product being bid.

3. REJECTION

- A. The basis of rejection of the bid and/or materials is the Calcium Hydroxide pH control chemical (a) does not meet ANSI/NSF Standard-60/61; (b) does not meet chemical, physical or safety requirements of these specifications; or (c) nonconformance with these specifications, including lack of documentation acceptable to the District.

4. PAYMENT

- A. Payments shall be made at the unit prices bid per bag for the respective time period for the actual number of bags of chemical delivered.
- B. All invoices, vouchers, packing slips and any correspondence shall include the following: date/time; description of item; identify the Town employee accepting the delivery or picking up the item.
- C. The quantities indicated are only estimates of the quantities required during the period of the annual contract. Estimated quantity of product is to be 4,500 bags.

PART 2 - MATERIALS

1. PHYSICAL CHARACTERISTICS

- A. The Calcium Hydroxide to be supplied shall be used as a pH adjustment in the treatment of potable water supplies.
- B. The Calcium Hydroxide shall have the following physical characteristics or approved equal:
- | | |
|------------------------|----------------|
| 1. Appearance/Color | White powder |
| 2. Solubility in water | 0.16% |
| 3. Percent by weight: | 12.5% TO 15.6% |
| 4. Odor | Low |
- C. The bidder shall provide certified physical characteristics with the bid submittal.

PART 3 - EXECUTION

1. DELIVERY

- A. **Inspection Prior to Bidding:** A visual inspection of the sites by the bidder may be required prior to bidding. Contact Superintendent Mark K. Conklin, or his designated assistant, at (631) 727-3205 in order to gain admittance to locked plant sites.
- B. **Location(s):** The general locations of the plant sites of the **Riverhead Water District** and bag capacities for Calcium Hydroxide are as follows:
1. Main Plant – 1035 Pulaski Street, Riverhead (**to be considered one [1] drop**):
 - (a) Plant 1, 110 bags capacity.
 - (b) Pump Station No. 3A, 50 bags capacity
 2. Plant No. 4 – 1124 Osborne Avenue, Riverhead:
 - (a) Pump Stations No. 4-1 & 4-2, 120 bags capacity.
 3. Plant No. 5 – 162 Middle Road, Northeast of Fanning Blvd., Riverhead:
 - (a) Pump Stations No. 5-1 & 5-2, 200 bags capacity.
 4. Plant No. 7 – 795 Fresh Pond Road, South of Sound Avenue, Calverton:
 - (a) Pump Station No. 7-2, 120 bags capacity.
 5. Plant No. 11 – 5737 Middle Country Road (Grumman), Calverton:
 - (a) Plant 11-1, 80 bags capacity.
 6. Plant No. 16 – 1420 Edwards Avenue, Calverton:
 - (a) Plant 16-1, 80 bags;
 7. Plant #17 – 1596 Northville Turnpike, Riverhead:
 - (a) Plant 17 – 80 bags.

OPTION A

- 0 - 200 50-lb. bags. of product
- (a) One (1) drop
- (b) Two (2) or more drops (maximum of five [5] drops)

OPTION B

- 200-400 50-lb. bags of product
- (a) One (1) drop
- (b) Two or more drops (maximum of five [5] drops)

Bidders may bid on either Option A or Option B, or both (see bid sheet) for the Riverhead Water District for the above-described locations.

- C. **Telephone Notification to District:** Telephone either Superintendent Mark K Conklin, or his designated assistant, at (631) 727-3205 and notify him of delivery on a normal working day prior to delivery.

- D. **Product Delivery:**

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

The Calcium Hydroxide shall be **shrink-wrapped** at the point of origin and a statement of such shall be provided to the Riverhead Water District by the bidder at the time of each delivery. MSDS/SDS and Certificate of Analysis are to be presented at the time of delivery.

- E. **Time of Delivery:**

The Town must receive all products ordered within the time estimated by the vendor on the bid return sheet. In the event the successful bidder fails to deliver the specified items in good order within the time frame allowed or fails to adhere to the unloading and restacking described above and below, the TOWN reserves the right to purchase the product elsewhere, and any excess cost to the TOWN will be absorbed by such delinquent successful bidder.

The Successful Bidder is responsible for all aspects of delivery, including, unloading of items from the delivery truck and the safe and secure placement of the items in the designated area and the Town accepts no responsibility for unloading and placing the items. As stated above, the supply and delivery of Hydrated Lime, typically delivered on pallets, must be unloaded and restacked in an area designated by the Superintendent or his designee.

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

- F. Delivery shall be made on a normal working day of the District and early enough in the day to permit unloading during normal working hours. **NOTE: Delivery of the product to the Riverhead Water District may be during summer hours in June, July, August and September, Monday through Friday, 6:00 a.m. to 10:00 p.m. if authorized by the Riverhead Water District.**

- G. **Quantity:** The anticipated delivery amounts are based on an average of the past few years. In addition, vendor agrees that it will maintain a sixty-day (60) supply of the product estimated to be 400 bags (ten [10] pallets/40 bags per pallet) at all time in a secure and safe place (**with shrink wrap intact**) to be used by Riverhead Water District. If for any reason supply is less, Riverhead Water District must be notified of such, the reason given for the deficiency and the time of replacement.

THESE BID PRICES SHALL STAY IN EFFECT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE THE BID IS AWARDED BY RESOLUTION OF THE RIVERHEAD TOWN BOARD OR FOR ANY EXTENSION(S) GRANTED BY SUBSEQUENT RESOLUTIONS OF THE RIVERHEAD TOWN BOARD

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 (PLEASE PRINT)

CONTACT PERSON (PLEASE PRINT)

ADDRESS

CITY, STATE, ZIP CODE

DATE

SIGNATURE OF DEALER/AGENT

**TOWN OF RIVERHEAD
NEW YORK**

THE MENTION IN THE SPECIFICATIONS OF ANY UNIT, COMPONENT, OR PRODUCT 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 PRODUCT 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.

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 competition;
- 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

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: _____

**BID FORM - SPECIFICATIONS FOR:
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

PLEASE READ CAREFULLY

DRY HYDRATED LIME (calcium hydroxide)-delivered and unloaded at sites described in (Bid may be quoted for Option A or Option B, or both Option A and Option B):

OPTION A:

0 - 200 50-lb. bags of product

(a) One (1) drop \$ _____ per 50-lb bag

(b) Two (2) or more drops (maximum of five [5] drops) \$ _____ per 50-lb bag

OPTION B:

201-400 50-lb. bags of product

(a) One (1) drop \$ _____ per 50-lb bag

(b) Two or more drops (maximum of five [5] drops) \$ _____ per 50-lb bag