



TOWN OF RIVERHEAD

Sean M. Walter, Supervisor

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

BID FOR: FERTILIZER & LAWN CHEMICALS

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

DATE

PHONE NUMBER

EMAIL ADDRESS

In compliance with your advertisement for bids to be opened on **JULY 9, 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.

RESPECTFULLY SUBMITTED,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of FERTILIZER & LAWN CHEMICALS for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until 2:00 pm on JULY 9, 2015 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on JUNE 11, 2015 on the Town's website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "FERTILIZER & LAWN CHEMICALS 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

GENERAL SPECIFICATIONS

GENERAL

Bidders shall be responsible to carefully examine the Specifications enclosed.

Bidders shall furnish their unit price as called for on the Bid Proposal Sheet(s) attached.

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.

All associated components shall be furnished complete and ready for use and shall be the Manufacturer's latest listed and published mode, or models, which meet all the applicable requirements of these Specifications. These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said items and associated components.

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

COMPLIANCE WITH RULES AND REGULATIONS

The associated items 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 or 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 that the items herein specified, if found to be defective will be picked up from and replacements will be 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.

QUANTITY

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

CONTRACT PERIOD

Contract shall remain in effect for **ONE (1) YEAR** from date of award.

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.

TOWN OF RIVERHEAD
NEW YORK

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.

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 it's 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: _____

Email address: _____

Sworn to before me this
_____ Day of _____, 20_____

Notary Public

DELIVERY

Delivery is to be made within 3 weeks after receipt of an order via purchase order.

All equipment/supplies delivered shall be delivered “on the ground” at the delivery point designated on the purchase order. Unit Prices bid should include delivery to Town of Riverhead Maintenance Facility.

THIS BID SHALL STAY IN EFFECT for ONE (1) YEAR from date of award.

MSDS

APPROVED MSDS SHEETS MUST BE PROVIDED FOR ALL ITEMS AT THE TIME OF DELIVERY.

QUANTITIES

QUANTITIES DELIVERED MAY BE DEPENDENT UPON ON-SITE STORAGE AVAILABILITY.

TOWN OF RIVERHEAD
FERTILIZER AND LAWN CHEMICAL BID 2015

BID PROPOSAL SHEET

EMAIL ADDRESS: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE: _____

COMPANY EMAIL: _____

COMPANY CONTACT: _____

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.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTE: ITEMS BID MAY BE AWARDED SEPARATELY.

TOWN OF RIVERHEAD
 BID PROPOSAL FORM
 2015 FERTILIZER AND LAWN CHEMICAL BID

ITEM	DESCRIPTION	UNIT COST				
1	GRASS SEED 30% FINE FESCUE, 40% PENTIUM P. RYE, 30% GOLDRUSH, KTY BLUE					
2	RAZOR PRO-GAL 2X2.5 GAL CASE**					
3	ROUNDUP – GAL – 2X2.5 GAL CASE**					
4	BAYLETON 1% G-11.25 LB BAG					
5	PELLETIZED LIME 40 LB BAG					
6	PEAT MOSS 3.8 CU FT. BALE					
7	SCOTTS 19-0-7 26% SCU .9% PENDIMETHALIN CRABGRASS CONTROL 46 LB BAG **					
8	SCOTTS 18-0-9 29% SCU WEED & FEED 48 LB BAG **					
9	ANDERSONS 15-0-5 W/ 2% MERIT 50 LB BAG **					
10	24-0-11 40% PSCU 50 LB BAG					
11	4-2-3 BIOBASIC ORGANIC 50 LB BAG					
12	ROOTS 15-3-8 ORGANIC 50 LB BAG					
13	STARTER 10-20-10 50 LB BAG					
14	ACCLAIM EXTRA 2.5 GAL CONTAINER **					
15	WATER SOLUBLE 20-20-20 25 LB BAG					
16	OSMACOTE 15-9-12 5-6 MONTHS 40 LB BAG **					
17	TURFACE PRO LEAGUE SOIL CONDITIONER (REC. DEPT.)					
18	GUIDE LIME IN 50# BAGS (REC.)					
19	MOUND CLAY BLOCKS (304/PALLET)					
20	TURFACE RED MOUND CLAY (50#BAG)					
21	PHC TERRA SORB MED.GRADE HYDRUGEL 1# JAR					
22	PHC TERRA SORB MED. GRADE HYDROGEL 1# JAR					
23	TREFLAN WEED PREVENTION 25# BAGS					

****When brand names are mentioned this is “or equal”.**

DISCOUNTS

If Bidder allows cash discount, it shall be as follows:

For payment within 15 days of delivery and/or receipt of voucher. _____% Discount

For payment within 30 days of delivery and/or receipt of voucher. _____% Discount
(Discount less than 1% will not be considered.)

Discounts will be considered but will not be the determining factor for bid awards.

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: _____