

VENDOR NAME



TOWN OF RIVERHEAD

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

BID #SP-2015-16

BID FOR: SPORTING GOODS 2015-16

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

____ (____) _____
DATE PHONE NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened on **APRIL 23, 2015** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

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

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

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of SPORTING GOODS for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 2 O'CLOCK PM on APRIL 23, 2015 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on MARCH 26, 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 a sealed envelope clearly marked SPORTING GOODS. 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 CONDITIONS

BIDS

1. All proposals shall be made upon forms furnished by the Purchasing Agent for the Town of Riverhead and shall be contained in sealed envelopes addressed to the Town Clerk; Town of Riverhead 200 Howell Ave., Riverhead, NY 11901.

2. Form of proposal as issued by the Town Purchasing Agent shall be completely filled in, in black ink or typed on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Town of Riverhead as interpreted by the Purchasing Agent of the Town of Riverhead.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the Town.

8. The Town reserves the right to award in whole or in part based on the lowest responsible bid.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Purchasing Agent as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a

representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Town Board to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Town, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. Insurance requirements.

Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Town Board reserves the right to consider alternative proposals containing deviations from Town specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to the Town of Riverhead:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. The Town reserves the right to purchase items included in these specifications on New York State or Suffolk County Contracts, when available.

SAMPLES

21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The Town will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the

Town shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

23. The Town Board reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Town Board reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Town Purchasing Agent.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the Town Purchasing Agent may, at her discretion, cancel the order and terminate the contract. In such event, the Town will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the Purchasing Agent may, at her discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the Town will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Town, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the Town, the Town may purchase from other sources to take the place of the item rejected or not delivered. The Town reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the Town promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

30. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten-calendar day's written notice to the successful bidder.

31. Payments cannot be processed by Town facilities until contract items have been delivered in satisfactory condition and the contractor has submitted a properly completed Invoice to the ordering agency.

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-town agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The Town of Riverhead may require the successful bidder to confirm in writing, within ten days of the Town's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the Town in its sole discretion.

35. Any errors in the bid award, which are the fault of the Town, must be forwarded, in writing, to the Town of Riverhead Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful vendor back orders or delays deliveries the Town of Riverhead reserves the right to rescind their award and to disqualify them from future bidding.

37. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

38. Title shall not pass until items have been delivered to the Town and accepted by the requesting Department.

39. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Riverhead and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

40. The Town of Riverhead reserves the right to extend the term of this contract for any length of time up to three years beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

41. The Town of Riverhead reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

42. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final.

43. The Town must be notified twenty-four (24) hours in advance of delivery. The Town reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the Town.

44. The Town will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

45. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He

shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Town accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the Town, and suppliers should notify their truckers accordingly.

49. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

- Contract Number and/or Purchase Order Number
- Name of Article
- Item Number (if applicable)
- Quantity
- Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the Town of Riverhead Purchasing Department.

52. Equipment, supplies, and materials shall be stored at the site only on the approval of the Purchasing Agent and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

GUARANTEES BY THE SUCCESSFUL BIDDER

53. The successful bidder guarantees:

- (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- (b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- (c) To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract, which is or becomes defective

during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the Town.

SAVING CLAUSE

58. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

59. The Contractor shall comply with all the provisions of the laws of the Town of Riverhead, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury;
Non-collusive bidding certification.

(a) 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 knowledge and belief;

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above

have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) has published price lists, rates or tariffs covering items being procured,

(b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

62. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

64. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal. Bidders must complete the attached Town of Riverhead forms, which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

65. The contract will be governed by New York law without regard to the law of the contracts of law; and will be deemed to be made in New York. Vendor and town agree to jurisdiction in New York courts and venue in State and Federal courts located in Suffolk County, New York.

ADDENDA AND INTERPRETATIONS

66. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, Town of Riverhead 200 Howell Ave., Riverhead, NY 11901, and to be given consideration must be received by the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids.

67. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least two (2) days prior to date set for the opening of bids.

68. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

69. The Town reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the Town, on request, all data and information pertinent thereto. The Town reserves the right to reject any bid if such investigation fails to satisfy the Town that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

71. All of the above statements shall hold true to all bids unless superseded by specific information included in the General Specifications or Product Specifications in the bid document.

NON-DISCRIMINATION

72. The bidder agrees to comply with the Town of Riverhead Non-Discrimination Policy. There shall be no discrimination because of race, creed, color, national origin, ancestry, age, sex, physical appearance, marital status, disability, arrest or conviction record, political belief, or sexual orientation in the employment of persons for work under this contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor or subcontractor or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of the items listed herein.

GENERAL SPECIFICATIONS

1.0 SCOPE

The purpose of this document is to establish the price for the purchase and delivery of Sporting Goods for the Town of Riverhead, New York. The items will be delivered to the ordering Department in the Town.

2.0 BID OPENING TIME

Bids will be opened at the TOWN CLERKS OFFICE, RIVERHEAD TOWN HALL 200 Howell Ave. RIVERHEAD, NEW YORK 11901

BID NUMBER	DATE OF OPENING	TIME
SP-2015-16	APRIL 23, 2015	2:00 PM

Vendors are urged to hand deliver or mail bids in early. Late bids will not be accepted and will be returned unopened to the vendor. Do not rely on overnight delivery services since they are very often unreliable.

3.0 METHOD OF AWARD

Bid shall be awarded to the lowest responsive, responsible bidder meeting the stated requirements.

4.0 UNBALANCED BIDS

The Purchasing Agent reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

If the successful vendor exhibits a history of backorders or delayed deliveries the Town of Riverhead reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

6.0 ERRORS

Any errors in the bid award, which are the fault of the Town, must be forwarded, in writing, to the Town of Riverhead Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

7.0 CONTRACT PERIOD

The Contract period shall be effective for 1 year after date of award. At the termination of tis contract, the contract may be extended (not to exceed two extensions) 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.

8.0 BID RESERVATIONS

Bids submitted shall remain in effect for forty-five (45) days past the date of bid opening.

9.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

10.0 NON-COLLUSIVE STATEMENT

The submission of this statement certifies that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

11.0 GUARANTEED TIME OF DELIVERY

The Town must receive all products ordered in 1-2 business days or less after receipt of purchase order. In the event the successful bidder fails to deliver the specified items in good order within the time frame allowed, the Town of Riverhead reserves the right to purchase the product elsewhere, and any excess cost to the Town of Riverhead will be absorbed by such delinquent successful bidder. Unloading of items from the delivery truck and the safe and secure placement of the items in the designated area is the responsibility of the successful vendor and the Town accepts no responsibility for unloading and placing the items.

12.0 BACK ORDERS

Due to the importance of the products on this bid, no backorders will be allowed. If product is not deliverable the vendor must advise the Department immediately when the order is placed. The Town will purchase from the next available source. The difference in cost will be documented and deducted from subsequent invoice submitted by the non-responsive vendor.

If the successful vendor exhibits a history of backorders or delayed deliveries, the Town of Riverhead reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

13.0 PRICE

Prices shall be net FOB any point in the Town of Riverhead, New York. Price quoted shall include all delivery costs.

14.0 PAYMENT

Payments cannot be processed by the Town facilities until contract items have been delivered in satisfactory condition with an invoice referring to the TOR Bid Item number for all individual items and mailed to the bill to address indicated on the Purchase Order. All items will be billed at the bid price in effect at the time the order is placed.

The Town's payment system works on a periodic cycle. Depending on when in that cycle the

Vendor submits invoices and other necessary documentation, payment normally will be made approximately thirty (30) to forty-five (45) days after invoice.

15.0 NYS/ SUFFOLK COUNTY CONTRACTS

The Town reserves the right to purchase items included in this bid from New York State and/or Suffolk County Contracts when available.

16.0 REGULATIONS / QUALITY

All products must meet TOR specifications. Any deviations from the specifications, supported by documentation, shall be considered sufficient cause for immediate cancellation of the contract. All products must meet all applicable Local, State, and Federal Regulations.

17.0 BRAND NAME

Alternative or “or equal” item must be equal in quality and specifications. The Town’s decision as to the acceptance of the product as equal will be final. The use of a brand name is for the purpose of describing the standards of quality, performance and characteristics desired and is not intended to limit or restrict competition.

18.0 SAMPLES

It is the responsibility of the bidder to offer a product that meets the minimum specifications of the Town as listed.

Samples or inspection of product may be requested to determine suitability. Samples, when requested, shall be furnished free of expense to the Town and will not be returned to the bidder. If the samples offered differ from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Town, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Failure to provide samples or data as specified by the Town may result in rejection of bid.

Samples shall be supplied free of charge upon request and be identified with the vendor’s name and address. If, in the judgment of the Purchasing Agent, the sample/ s) is (are) not in accordance with specifications, the Purchasing Agent reserves the right to reject the bid. Samples must be supplied with 72 hours of request.

19.0 MINIMUM BID REQUIREMENTS:

Bidders are directed to bid all items that they are able to supply as indicated on the bid proposal form. To be considered, a bidder must bid at least 25% of the items in that particular field (soccer, basketball, et.al.)

20.0 WARRANTY / GUARANTEE (IF APPLICABLE)

The Bidder must include a copy of the standard warranty with the bid response. All items shall be guaranteed for a minimum period of one (1) year against defective materials and workmanship. If defects occur during this time, the defective items shall be replaced or corrected by the contractor without cost to the Town except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture.

21.0 EXCEPTIONS

When a vendor qualifies a bid by requiring a specific dollar amount or quantity of product must be purchased, or in any way qualifies the bid, the Town may reject it.

- 22.0 COMPLETION OF REQUIRED INFORMATION-PRICES, NOTATIONS, AND MISTAKES**
Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. *Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive.*
All lines must have an indication of bidder's response whether it be "0", "NA", "--@", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.
- 23.0 SUSPENSION AND DEBARMENT**
By submission of this bid and signing bid form, bidder certifies that its organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the State of New York or Federal Government.
- 24.0 BID SECURITY/BOND – N/A**
- 25.0 INSPECTION**
The Town of Riverhead reserves the right to visit and inspect the facilities of each bidder to ascertain that the services desired can in fact be provided. When, in the opinion of the Purchasing Agent, the facilities and/or proposal of a bidder are not adequate to provide the services required, such bid and/or proposal may be rejected, and awarded to a bidder whose facilities and/or proposal are considered to be in the best interest of the Town.
- 26.0 CONFORMITY**
All bidders must conform to the final approved specifications.
- 27.0 SPECIFIED MATERIALS**
In all cases, materials must be furnished as specified; but where brand names are used, consider the term "or approved equal" to follow.
- 28.0 MUNICIPAL EXEMPT STATUS**
The Town is exempt from the payment of Federal, State and local taxes. Taxes must not be included in proposal prices. The Town will furnish necessary exemption paperwork upon request.
- 29.0 QUOTED PRICE REQUIREMENTS**
The price quoted in any proposal shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the items pursuant to these specifications to be delivered to the Town.
- 30.0 COMPLETION DATE REQUIREMENTS**
Bidders shall provide all products ordered within 1-2 business days after receipt of purchase order. Receipt of the items from the contractor's authorized representative or on common carrier's manifest by the Town will constitute delivery. In the event of delay in the

completion of the delivery of the items beyond the 1-2 business days specified, the Town may consider contract cancellation.

31.0 ACCEPTANCE DATE

The acceptance date of the items will be determined after the items have been delivered and inspected for damage.

32.0 DELAYED DELIVERY

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.

33.0 MUNICIPAL INDEMNIFICATION

The successful bidder must agree to save, keep, bear harmless and fully indemnify the Town and any of its officers, agents, or representatives from all damages, costs or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights of any person or persons in consequence of the use by the Town or by any of its officers, agents or representatives of articles supplied under the contract arising from bids submitted and of which the successful bidder and manufacturer are not lawfully entitled to sell, provided the Town gives the successful bidder and manufacturer prompt notice in writing of any suit and all information necessary to defend same.

34.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

The Contractor/Vendor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term "minority and woman-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor/Vendor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

35.0 INSPECTION OF EQUIPMENT

Federal, State and /or 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.

36.0 SINGLE BID PRICE ANALYSIS

In the event a single bid is received, the Town will conduct a price analysis of the bid price prior to the award of the contract.

37.0 ALTERNATE BID

The Town of Riverhead will only accept alternate bids in a separate, sealed envelope clearly marked as an alternate bid. If alternate items are submitted in the same envelope as the original bid, the bidder may be deemed unresponsive.

38.0 DOCUMENTATION

Following the Town's acceptance of the items, the contractor warrants that the title shall pass to the Town free and clear of all liens, mortgages, encumbrances, financing statements, security agreements, claims and demands of any character.

39.0 ASSIGNABILITY

The town reserves the right, exercisable by notice to the contractor, to assign its rights and interest to purchase some or all of the items arising out of this contract to a third party.

40.0 LIQUIDATED DAMAGES

The Contractor agrees that failure to complete the delivery under this contract within the specific time will result in the incurrence by the Town of additional costs. Therefore, if any item shall remain uncompleted or equipment shall remain undelivered after the time specified for completion or delivery, or after any authorized extension of time, the contractor shall pay the Town the sum listed below for each and every day, exclusive of Saturdays and Sundays, such installation or delivery remains uncompleted. Such monies are to be paid as liquidated damages to partially cover anticipated costs or losses to the Town, and not as a penalty: \$50.00 per day.

41.1 General

- a. The Town reserves the right to award this bid by item award or by group award, whichever is in the best interest of the Town.
- b. In the event that an alternate is bid, the Town of Riverhead reserves the right to request a sample of the specific item bid. Failure to furnish the sample would render the bid for the item as non-responsive.
- c. It is the bidder's responsibility to note any changes in packaging or product sizes or weights. If this is not done, we shall presume bids are as specified.
- d. Bid the weight that is requested. If bidding another size package, you must note the weight of the package you are bidding. If you do not change package size, you will be expected to deliver size requested.

BID SPECIFICATIONS FOR SPORTING GOODS
PLEASE READ CAREFULLY

ALL ITEMS LISTED DO NOT HAVE TO BE BRAND NAME LISTED – THIS IS JUST FOR REFERENCE AND CAN BE “OR-EQUAL”.

IF THERE ARE ANY EXCEPTIONS TO THE SPECIFICATIONS, SAMPLES MUST BE PROVIDED IF NEEDED.

IF SAMPLES ARE NOT PROVIDED AS REQUESTED, THE TOWN OF RIVERHEAD HAS A RIGHT TO REJECT THE BID.

IF CASE QUANTITY IS DIFFERENT THAN WHAT IS LISTED, IT MUST BE CLEARLY STATED.

FAILURE TO STATE ANY CHANGES TO QUANTITY MAY RESULT IN DISQUALIFICATION OF THAT ITEM.

EXCEPTIONS MUST BE LISTED ON A SEPARATE PAGE ACCOMPANYING THE BID.

PLEASE PUT NAME ON EVERY PAGE OF THIS DOCUMENT.

*****AUTHORIZED SIGNATURE REQUIRED OR BID WILL BE UNACCEPTABLE.*****

PROPOSAL PACKAGE

BID OPENS: APRIL 23, 2015

**NOTE: VENDORS MUST RETURN THIS DOCUMENT
INTACT AND FILLED OUT COMPLETELY!!**

Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive.

All lines must have an indication of bidder's response whether it be "0", "NA", "--@", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.

**Please do not remove any pages from this bid package!!!
Make a copy for your records.**

Thank you!

BIDDER’S CHECK LIST

Your response to our above referenced bid will be considered **unresponsive** and will be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law.
 - Vendor Information and Address Form.
 - Employee Certification.
 - Reference Form.
 - Assumed Name Certification.
 - Authorized Signature on Proposal Form**
-

VENDOR NAME

VENDOR INFORMATION SHEET

VENDOR NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

FEDERAL EMPLOYEE ID #: _____

OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____

STATE FILED: _____

If a non-publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAMES:

CERTIFICATION

The undersigned hereby certifies that:

1. He/She is the contractor in the annexed contract or is a/an partner/officer/director of the partnership/corporation named therein duly authorized to execute this certification.
2. By executing this document, the contractor certifies to the Town of Riverhead that:
 - (a) Contractor is aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324-4, which prohibits the employment of unauthorized aliens; and
 - (b) Contractor is in compliance with same;
3. Contractor is aware that the Town of Riverhead will rely on this certification in entering into the aforesaid agreement.
4. Contractor is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of this agreement and shall further result in Contractor being ineligible to participate in any Town of Riverhead bids for a period of one (1) year and from holding any contracts with the Town of Riverhead for said period.

Dated: _____

Name of Contractor: _____

Name of Signator: _____

Title of Signator: _____

REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Town reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Reference Name: _____

Address: _____

Telephone: _____ Contact Person _____

Contract Date: _____

2) Reference Name: _____

Address: _____

Telephone _____ Contact Person: _____

Contract Date _____

3) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract: _____ Date: _____

AFFIDAVIT OF NON-COLLUSION

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

SWORN TO BEFORE ME THIS

Type Name & Company Position

DAY OF _____ 20____

Company Name

NOTARY PUBLIC

Date Signed

Federal I.D. Number

VENDOR NAME _____

The undersigned bidder has carefully examined the Contract Documents and will provide all necessary items as called for in the said Contract Documents in the manner prescribed therein and in said Contract, at the priced listed on the attached Bid Proposal Form.

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, the bid must be signed by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid documents.

The submission of this constitutes a certification that no Town Officer has any interest therein. (Note: In the event that any Town Officer has any such interest, the full nature thereof should be disclosed below. It is not forbidden that individuals employed by the Town of Riverhead or other municipalities bid on contracts, but only that such interest be revealed when they do bid.)

The undersigned hereby acknowledges receipt of the following Addenda (if none were issued please write N/A below):

Addendum No. Dated

After the award of the bid, the placing of an order by the Purchasing Agent of the Town of Riverhead, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Town of Riverhead, and the bidder for supplying the supplies and/or services herein described in accordance with the terms of this proposal and at the prices named herein.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the Town of Riverhead is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Town of Riverhead Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

Items or materials requested not manufactured by us or not available to our company.

Our items and/or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used.

Correct mailing address is:

Our branch/division handles this type of bid.

Correct name and mailing address is:

Other reason(s):

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: _____

**VENDOR NAME MUST APPEAR
ON EVERY PAGE OF BOTH
DOCUMENTS**