



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

BID #DF-2016

BID FOR: DIESEL FUEL 2016

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

DATE

(____)_____
PHONE NUMBER

(____)_____
FAX NUMBER

EMAIL ADDRESS

In compliance with your advertisement for bids to be opened on JULY 12, 2016 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 **DIESEL FUEL 2016** for the use by the Town of Riverhead will be received by the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901 until **2:00 pm on JULY 12, 2016** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission are available on the Town's website at www.townofriverheadny.gov, click on "Bid Requests" beginning **June 30, 2016**.

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 attached to the bid form.

All bids must be submitted to the Office of the Town Clerk at the address stated above in a sealed envelope clearly marked **DIESEL FUEL 2016**. Bids must be received by the Office of the Town Clerk by no later than **2:00 pm on July 12, 2016**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

II: GENERAL BID SPECIFICATIONS

1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said parts/equipment and associated components. 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 obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for Rebid of Ford Automotive Replacement Parts. 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 "**DIESEL FUEL 2016**". 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 vendor(s)/responsible bidder(s) offering the best price,

availability to supply products within the requested time frames, and for specialty/in season items for pick up proximity to the Town's Senior Center. A responsible bidder is a producer, dealer, vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

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

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

2. Bid Costs and Expenses

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

3. Bid Expiration Date

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one year from the date of the date of award or such other date set forth in these specifications and, upon mutual consent, an option to extend for an additional year.

4. Non-Conforming Bids

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

5. Sub-Contracting

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

6. Discrepancies and Omissions

Bidder/Vendor is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of Bidder/Vendor. Should Bidder/Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, Bidder/Vendor shall notify the Town Clerk of the Town of Riverhead and/or Highway Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of Bidder/Vendor's bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

7. Town's Right to Reject Bids

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

8. Town's Right to Cancel Solicitation

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

9. Notification of Withdrawal of Bid

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

10. Exceptions to the Bid Specifications

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

Bid Security

None required.

11. Award of Contract

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful Bidder/Vendor(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a Bidder/Vendor of the acceptance of its bid by the Town will constitute a contract, and no Bidder/Vendor will acquire any legal or equitable rights or privileges until the occurrence of such event.

12. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year commencing August 15, 2016. At the end of the contract period, the contract may be extended for one (1) additional twelve-month period 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.

13. Independent Contractor

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

14. Licenses and Permits

In performance of the contract, the Bidder/Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Bidder/Vendor. The Bidder/Vendor shall be properly licensed and authorized to transact business in the State of New York.

15. 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**

16. Indemnification

a. General Indemnification:

By submitting a bid, the proposing Bidder/Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Bidder/Vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents.

b. Insurance

i. Bidder/Vendor recognizes that it is operating as an independent Bidder/Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Bidder/Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Bidder/Vendor in their negligent performance under this contract.

ii. The Bidder/Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Bidder/Vendor is an independent Bidder/Vendor and is not an employee of the Town of Riverhead.

iii. During the term of this contract, the Bidder/Vendor shall, at its own expense, carry insurance minimum limits as set forth above.

17. 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.

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.

III: SPECIFICATIONS

1. Scope/Product

The Town requires approximately 75,000 gallons of diesel fuel for operation of Town equipment, facilities and plants. Town is seeking proposals from qualified distributors to deliver low sulfur diesel fuel and upon demand (i.e. months of January & February) low sulfur winterized premium to the various fuel storage tanks and locations/drop sites set forth below. Note, the Town reserves the right to test/sample all fuels provided under any award of bid.

2. Determination of Price and Costs

The Town recognizes that several market conditions and factors, including supply, demand, processing, affect the cost and price of diesel fuel such that distributors cannot guarantee a fixed price for an extended period of time, hence the Town requires prices to be based upon the rack price (rack price includes the cost of the gas itself, as well as transportation, overhead, and profit costs) based and set per Oil Price Daily by OPIS (*formerly Journal of Commerce Daily listings.*) plus ___cents over rack price or stated price at _____cents margin over posting. The prices quoted should include all delivery costs. Note, federal, state or local taxes shall not be included as the Town of Riverhead is a political subdivision of the State of New York and as such exempt from said taxes. The bidder who is awarded this bid must attach a copy of the fill ticket (price paid to supplier by distributor) also known as tank car resale price to all invoices submitted. Failure to submit the price listing will result in delayed payment or denial of payment.

3. Delivery

The Town requires that the distributor to deliver diesel fuel on both a “will call” basis and “automatic delivery” basis Monday through Friday between the hours of 7:30 am and 3:30 pm. The distributor shall arrive at the location or drop site within 24 hours of telephone request for delivery or at such other date/time requested by the Town. The distributor must guarantee Emergency Delivery within four (4) hours of notification. If delivery has not been received in that time frame, the Town of Riverhead reserves the right to purchase diesel fuel from another distributor and/or terminate the contract. The “will call” and locations/”drop sites” are identified below. Note, the Town reserves the right to add and delete locations during the term of the agreement/contract.

- a. Will Call: Departments will call when fuel is needed for these sites

Henry Pfeiffer Community Center, 4062 Grumman Blvd., Calverton
275 gallons (standby generator)

Police Department, 210 Howell Ave., Riverhead
275 gallons (standby generator) 500 gallon tank & 250 gallon tank
(located side by side on south side of Police Station)

Senior/Human Resource Center, 60 Shade Tree Lane, Aquebogue
275 gallon (standby generator)

- b. Automatic Delivery/Drop Sites: The distributor must contact the Town Departments identified below prior to delivery to schedule estimated time for delivery so the Town may arrange for a Town employee to permit access to these locations/facilities/plants.

Municipal Garage, (631) 369-2391, Rt. 58, 10,000 gallon tank

Water District, (631) 727-3205, Pulaski Street

Water Plant #2, Pulaski Street, 500 gallon tank

Water Plant #4, Osborne Ave., 1,000 gallon tank

Water Plant #5, Middle Road, 500 gallon tank;

300 gallon standby generator

Water Plant #6, Osborne Ave., 500 gallon tank;

Water Plant #7, Fresh Pond Ave., 1,000 gallon tank; 500 gallon spare tank

Water Plant #10, 160 Sound Shore Rd., 300 gallon standby generator

Water Plant #11, Calverton, 1,000 gallon tank

Water Plant #12, River Rd. Calverton, 675 standby generator

Sewer/Scavenger Waste/Calverton Sewer (631) 727-3069

Main Treatment Plant, River Ave., Riverhead (Sewer Plant) - 1600 gallons

Main Treatment Plant, River Ave., Riverhead (SWP) - 1000 gallons

Ostrander Avenue Pump Station, Ostrander Ave., Riverhead-275 gallons

Raynor Avenue Pump Station, Raynor Ave., Riverhead – 275 gallons

DeFriest Pump Station, McDermott St., Riverhead – 275 gallons

Riverside Drive Pump Station, Riverside Dr., Riverhead – 275 gallons

W. Main Street Pump Station, West Main St., Riverhead – 550 gallons

Main Plant, Burman Blvd., Calverton, NY – 275 gallons

4. Quantity

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

5. Invoices & Payments

- a. The vendor shall either accept a Town issued credit card or the vendor shall put the item(s) “on account” and submit an invoice for payment to the Town on a monthly basis. The vendor shall not accept cash payment for any item.
- b. All invoices, vouchers, packing slips and any correspondence shall include the following: date/time; description of item; identify the Town employee picking up the item(s) or accepting delivery of the item(s). All invoices shall be submitted for payment to:

**Town Hall
200 Howell Ave.
Riverhead, NY 11901**

Every invoice must identify the employee picking up or accepting the item.

6. Contract Period

The contract period for this bid award shall be for one (1) year commencing August 15, 2016 with the option to extend the contract for one (1) additional twelve-month period, upon the mutual agreement of both parties.

Compliance with Rules and Regulations

The 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, requirements set forth herein exceed such provisions, these Specifications shall control, only if applicable to this particular bid.

Deviation

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.

Reservations

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.

7. 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.

9. Independent Contractor

In the performance of this Agreement, the Bidder, including its employees, agents, and subcontractors shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the Town and the Bidder, including employer and employee, partnership, principal and agent, or joint venture.

10. Assignment

The Contract resulting from this bid and the compensation, which may become due thereunder are not assignable except with prior written approval of the Town.

11. Interpretation

The Contract resulting from this Solicitation shall be construed under the laws of the State of New York.

12. Indemnification

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

13. 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.

BID PROPOSAL SHEET

DIESEL FUEL

We agree to sell the Town of Riverhead Ultra Low Sulfur Premium Diesel Fuel under all terms and conditions set forth on the specification sheet for the following delivered price:

HANDLING CHARGE PLUS OR MINUS THE AVERAGE TANK CAR RESELLER
PRICE FOR (ULTRA LOW SULFUR DIESEL) FOR THE DATE OF DELIVERY
PLUS/MINUS _____ PER GALLON.

THIS BID AWARD SHALL BE IN EFFECT FOR ONE YEAR FROM DATE OF AWARD.
I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO
THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL
LAW.

NAME OF AGENT/DEALER

ADDRESS

CITY, STATE, ZIP CODE

CONTACT PERSON

DATE

SIGNATURE OF DEALER/AGENT

NON-COLLUSIVE CERTIFICATE
(MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (BIDDER), BEING DULY SWORN,
DEPOSES AND SAYS:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Address: _____

Sworn to before me this _____
day of _____, 20____

NOTARY PUBLIC

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: _____