



TOWN OF RIVERHEAD

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

BID # _____

BID FOR: FORD AUTOMOTIVE REPLACEMENT PARTS

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

____ (____) _____
DATE PHONE
NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened at 2:00pm on June 1, 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.

(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 BID SPECIFICATION

FORD AUTOMOTIVE REPLACEMENT PARTS

I. 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 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 "**PROPOSAL FOR BID FOR FORD AUTOMOTIVE REPLACEMENT PARTS**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

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

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: www.townofriverheadny.gov. The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply good/parts within the requested time frames, and location/proximity to the Town's Municipal Garage. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its 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 CONTRACTOR 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 (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

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

6. Discrepancies and Omissions

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the 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 CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

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 CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

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 CONTRACTOR.

9. Notification of Withdrawal of Bid

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

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.

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 CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

12. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed 1 one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

13. Independent Contractors

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

14. Licenses and Permits

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The

cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

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

b. Insurance

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

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

iii. During the term of this contract, the CONTRACTOR 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.

II. BID SPECIFICATIONS

1. Scope

The Town of Riverhead seeks vendors, who are authorized by the Ford Motor Company (Ford) to distribute original equipment manufacturer (OEM) parts, for the supply (pick-up) and delivery of Ford OEM parts for Town of Riverhead owned vehicles. The parts are listed below and in the attached Bid Response Form. The Town's Municipal Garage Department, and as may be overseen by the Purchasing Director, will be the Department responsible for the ordering of, pick up, schedule delivery of, and installation of the Ford OEM parts necessary for Town owned vehicles, including vehicles necessary for police, engineering, buildings & grounds etc. **SPECIFICATIONS** The vendor shall be a Ford Certified Dealer and shall provide Ford Fleet parts. The vendor shall provide the bid for parts as a percentage added to the Dealer's cost. The vendor shall provide to the Town for a review a Dealer's cost list at contract signing and updated quarterly to verify costs. Parts and/or components shall include but may not be limited to:

- Suspension
- Shaft assemblies
- Rotor assemblies
- Brake kits
- Spark plugs
- Belts, hoses, gaskets and fans
- HVAC system
- Lights
- Power train items

Parts shall be new and/or certified re-furbished and/or rebuilt with warranty. Core charges shall be incorporated and credited upon component return.

2. Pricing & Bid Award

- a. Bidders **must submit their bid** based upon the Discount from their List Price that is in effect at the time and date of bid opening. The discount shall remain in effect throughout the term of the contract. The discount and price quoted shall include all delivery costs or in the alternative be net FOB any point in the Town of Riverhead, New York.
- b. The Town will evaluate all bids based upon price, discount, type or quantity of supplies available on hand, and proximity to Town Municipal Garage and make one or more than one award to such bids deemed in the best interest of the Town.

3. Quality and Quantities

- a. All goods (parts/equipment) delivered shall be the manufacturer's current models unless otherwise specified by the Town, and shall be delivered ready in all aspects to be placed in normal operating service. The vendor warrants and guarantees the parts herein specified, including all associated parts furnished, against any defects in design, workmanship and materials.
- b. The Town intends to purchase at least one (1) unit/part under this contract if funding allows but may order less or more, if necessary. However, the contractor must furnish the quantity actually ordered.

4. Warranty & Inspection of Parts/Equipment

a. The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the Town. The Town reserves the right to use original manufacturer garages for items that are currently under new car warranty provisions.

b. 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.

5. Pick Up & Delivery

a. Due to the Town's desire to have the option to pick-up of OEM Ford parts or schedule delivery, the Town seeks a vendor located within 15 miles of the Town Municipal Garage.

b. Successful Bidder shall guarantee that all "in stock" OEM parts shall be available for pickup during normal business hours Monday through Friday or provide same day delivery within four hours of placement of order "for delivery" to the following location:

Municipal Garage 1412 Old Country Road, Riverhead, NY 11901

*The Town reserves the right to add or delete locations during the life of the Contract. Note, vendor may accept credit card or "on-account" only- no cash payments shall be accepted. (See "Invoice & Payment" provisions set forth below).

c. Successful Bidder shall deliver "out of stock" or specialty parts within twenty four (24) to thirty six (36) hours of placement of order.

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

e. The Successful Bidder is responsible for all aspects of delivery, including, unloading of items from the delivery truck and the safe and secure placement of the items in the designated area and the Town accepts no responsibility for unloading and placing the items.

f. 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.

6. 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. All invoices shall be submitted for payment to:

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

Every invoice must identify the employee picking up the item.

7. Contract Period

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

8. 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. Confidential and Proprietary Information

a. All information contained in the Bid is subject to production under the New York Freedom of Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release at such time identified in the Town of Riverhead Procurement Policy and as required under the Freedom of Information Act.

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

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

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

10. 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.

11. 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.

12. Interpretation

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

13. 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.

14. 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.

4. Price

A. Discount from Ford List Price _____%

B. Discount from Dealer List Price _____%

Please describe and identify the discount options identified above, i.e. Town is limited to "A" "Discount from Ford Price List" or Town may choose from Option "A" or "B" whichever provides the best (lowest) price": _____.

DATE: _____

SIGNED: _____

TITLE: _____

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **FORD AUTOMOTIVE REPLACEMENT PARTS** will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **2:00 pm on June 1, 2016**, at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town website at www.townofriverheadny.gov, click on "Bid Requests" beginning **May 12, 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 be attached to the bid form.

All bids must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked "**FORD AUTOMOTIVE REPLACEMENT PARTS**". Proposals must be received by the Office of the Town Clerk by no later than **2:00 pm on June 1, 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
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

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 _____, 2016

Notary Public

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: _____

CONTACT PERSON: _____

DATE: _____

SIGNATURE OF AGENT/DEALER: _____

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: _____