



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

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BID FOR: **HEATING FUEL 2017-2018**

\_\_\_\_\_  
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 OCTOBER 19, 2017 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 **“HEATING FUEL 2017-2018”** for the use in the Town of Riverhead will be received at the Office of the Town Clerk, Riverhead Town Hall, and 200 Howell Avenue, Riverhead, New York until **2:05 pm** on **OCTOBER 19, 2017** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town’s website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on “Bid Requests” beginning **SEPTEMBER 28, 2017**.

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 **“HEATING FUEL 2017-2018”**. Bids must be received by the Office of the Town Clerk by no later than **2:05 pm on October 19, 2017**.

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 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

TOWN OF RIVERHEAD  
BID SPECIFICATIONS  
HEATING FUEL 2017-2018

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](http://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 **HEATING FUEL 2017-2018**. 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](mailto: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 "**HEATING FUEL 2017-2018**". 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.

VENDOR NAME: \_\_\_\_\_

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](http://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 or best value, 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 bidder.

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 associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

VENDOR NAME: \_\_\_\_\_

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

### **6. Discrepancies and Omissions**

Bidder 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. Should bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, bidder shall notify the Purchasing Agent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of bidder'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'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.

VENDOR NAME: \_\_\_\_\_

## **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.

## **9. Notification of Withdrawal of Bid**

Bidder 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 bidder(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 of the acceptance of its bid by the Town will constitute a contract, and no bidder 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 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.

VENDOR NAME: \_\_\_\_\_

## 14. Licenses and Permits

In performance of the contract, the BIDDER 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. The BIDDER 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 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's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

### b. Insurance

i. Bidder 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 Bidder'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 in their negligent performance under this contract.

The bidder 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 is an independent contractor and is not an employee of the Town of Riverhead.

ii. During the term of this contract, the bidder shall, at its own expense, carry insurance minimum limits as set forth above.

VENDOR NAME: \_\_\_\_\_

## **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 is seeking bids for the sale and delivery of grade #2 heating fuel for use in heating equipment at various town buildings and facilities. All product sold or delivered by vendor shall comply with all Federal, State and local statutes, regulation, ordinances and rules.

### **2. Volume and Delivery Requirements**

The Town, including Town Special Districts i.e. Riverhead Sewer District, anticipates purchasing approximately 10,000 gallons of #2 heating fuel oil. The Town does not guarantee total volume of purchases for the contract period (one year) and vendors assume the risk that the Town's purchases could vary from the anticipated volume.

The delivery of fuel shall be metered at the delivery point. Delivery trucks for fuel must be equipped with meters to accurately measure the quantity of fuel. The meters must be sealed and certified in accordance with regulations established and enforced by the New York State Weights & Measures Law and such other applicable State, County or local laws, rules, regulations. All meters must be equipped with a ticket printer, which will provide an accurate accounting of the amount of fuel delivered on a printed receipt. Delivery tickets shall be locked in the printer from the start of delivery until the delivery is complete and recorded. The printed receipts shall contain: Town of Riverhead Delivery Location, Street Address, Product Type, Delivery Date, Vehicle Registration Number, Signature of Vendor representative making delivery. The Town will make every effort to ensure that access to all tanks is kept clear and free from obstacles.

As set forth below, the Town requires the successful bidder (also referred to as "vendor") to be responsible for scheduling delivery of #2 heating fuel to Town of Riverhead designated locations to ensure that the Town of Riverhead (and/or its special districts) always has sufficient product for continuous and uninterrupted operation (referred to below as "Automatic Delivery") and delivery of #2 heating fuel to other Town of Riverhead designated locations within 24 hours of call in/order request (referred to below as "Will Call").

VENDOR NAME: \_\_\_\_\_

### DELIVERY SITES REQUIRING AUTOMATIC DELIVERY

1. 1295 Pulaski Street-Town Hall West (1000 gallon tank); and
2. Henry Pfeiffer Community Center, Calverton Building, Calverton, NY (1000 gallon tank); and
3. Calverton Sewer District, Burman Blvd., Calverton, NY (275 gallon tank)

### DELIVERY SITES FOR WILL-CALL BASIS

4. West Main Street Pump Station (500 gallon tank)

If the product is placed in the incorrect tank in error, the vendor will be liable for the cost of removing product and any and all damages that may arise from the error. The vendor representatives, if uncertain, should contact the on-site representative if they are unsure of the location of the tank. The successful vendor shall be responsible for any overfill of tanks and for any and all damages and costs incurred as well as complete clean-up of the area and proper removal of all cleanup products. The vendor will be required to provide the Town with a name(s) and phone number(s) of an individual who will be available 24 hours 7 days a week to respond to emergencies, if necessary.

### **3. Pricing & Bid Award**

Bid price must be the delivery price and shall not include any Federal, State or Local taxes for which the vendor may claim exemption because of doing business with the Town of Riverhead. Bid price shall be quoted as "Northville Holding Corp. Rack Price, L.I. Tank Car Consumer Price at the Holtsville Terminal" on the day of delivery plus cents overage. The Town will evaluate all bids based upon price and make one or more than one award to such bids deemed in the best interest of the Town.

### **4. Invoices & Payments**

- a. The vendor shall either accept a Town issued credit card or the vendor shall put the item(s) "on account" and promptly submit an invoice, together with printed receipt(s) for each location/delivery site, for payment to the Town equal to the delivered price times the total gallons delivered to and received by the Town as of the delivery date. The vendor shall not accept cash payment for any item.
- b. The printed receipts shall contain: Town of Riverhead Delivery Location, Street Address, Product Type, Delivery Date, Vehicle Registration Number, Signature of Vendor representative making delivery. All invoices shall be submitted for payment to:

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

### **5. Contract Period**

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

VENDOR NAME: \_\_\_\_\_

## **6. 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.

## **7. 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.

## **8. 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.

## **9. Interpretation**

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

## **10. 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.

## **11. 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 Town'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

VENDOR NAME: \_\_\_\_\_

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.

### III. BID SHEET FOR #2 HEATING FUEL 2017-2018

Bid: Northville Holding Corp. Rack Price, LI Tank Car Consumer Price at Holtsville Terminal on date of fuel delivery plus \_\_\_\_\_ cents overage.

PLEASE WRITE THIS PRICE (I.E. PRICE AT THREE CENTS OVER RACK PRICE)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

VENDOR NAME: \_\_\_\_\_

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

VENDOR NAME: \_\_\_\_\_

## 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 Bidder 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 Bidder 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: \_\_\_\_\_

