



TOWN OF RIVERHEAD

Sean M. Walter, Supervisor

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

BID # _____

**BID FOR: DISPOSAL OF TOWN GENERATED CONSTRUCTION AND
DEMOLITION MATERIAL**

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

DATE (_____) _____
PHONE NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened at 11:05 on February 5, 2015 and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

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

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

Respectfully submitted,

Signed By: _____

Title: _____

BIDDERS ARE INVITED TO ATTEND BID OPENING

TOWN OF RIVERHEAD BID SPECIFICATION

DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL

I. General Description of Project

The Town of Riverhead (Town) generates construction and demolition material from renovations and modifications to Town buildings and other such similar materials collected as a result of and after storm events. It is the intent of this bid specification to describe the services required by the Town to process and dispose of the construction and demolition material to the CONTRACTOR/VENDOR'S facility.

II. General Scope of Services

The Town routinely repairs and renovates its buildings and facilities. These activities generate waste such as, but not limited to, wood, sheetrock, concrete, corrugated cardboard, bricks, masonry material, soil rocks, non-asbestos insulation, glass , plastics, furniture, carpeting, and tile. Similar debris is generated by storms or other natural events occurring within the Town. The Town is seeking a New York State Department of Environmental Conservation permitted construction and demolition debris processing facility (Facility) to accept the Town generated materials for ultimate disposal. The Town will transport the material to the Facility. The term of this contract shall be for one year commencing upon the date of award by the Town. The contract may be extended for a single one year upon the same terms and conditions subject to resolution of the Town Board of the Town of Riverhead. The Town Department of Engineering will issue a separate purchase order (P.O.) for each load of material delivered to the Facility. The Facility shall issue a load ticket to the driver showing the weight of the materials and identify the P.O. number. The vendor may bill (submit invoice) to the Town on a monthly basis quoting the P.O. numbers and load weights for the month. A Town Claim voucher shall accompany the invoice.

III. Required Information for Submission of Bid Proposal

The following information shall be provided in each bid response. To the extent CONTRACTOR seeks to supplement a response on the bid sheet, CONTRACTOR shall address all such items on company letterhead, signed by an authorized company representative. Note, the failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

1. New York State Department of Environmental Conservation License:

The Facility shall be permitted by the New York State Department of Environmental Conservation (NYSDEC) to receive construction and demolition debris and the Facility shall be equipped with a certified truck scale to measure/weigh the material. A copy of the NYSDEC permit must be annexed to the bid response.

2. Resource Recovery:

As the Town seeks to not only increase its efforts to recover and reuse recyclable materials but also to promote the recovery of materials from the Town's solid waste stream, the Facility shall submit detail/description of the Facility's recovery process and an approximate average percent of materials recovered from a construction and demolition debris load.

3. Location:

The Facility shall be located within Suffolk County -*note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award and CONTRACTOR shall provide approximate distance from Town Hall location to the Facility not greater than 30 miles.

4. Insurance:

The Facility shall submit proof of Comprehensive General Liability Insurance, including, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; professional liability insurance in the amount of (\$1,000,000.00.), and Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total). Note, upon bid award, the successful bidder shall be required to provide a copy of the above insurance certificate naming the Town of Riverhead as an additional insured.

(The CONTRACTOR's response to items 1-4 shall be set forth on the bid sheet)

IV. General Bid Specifications

1. Bid Criteria

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead marked “**DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**” and received no later than **11:05 am on February 5, 2015** at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

2. Bid Modifications

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

3. 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.

4. 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 for a period not to exceed one (1) year.

5. 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.

6. 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.

7. 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 the Town Engineering Department, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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) extension for a one (1) year 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. In the event the NYSDEC issues a violation for the CONTRACTOR'S construction and demolition debris processing facility, the Town reserves the right to terminate the contract effective immediately.

14. 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.

15. 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.

16. Notice

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Town Engineering Department
1295 Pulaski Street
Riverhead, NY 11901**

17. 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.

Date: _____

Signature: _____

Title: _____

V. BID

Disposal of Town Generated Construction and Demolition Material

TOWN OF RIVERHEAD

BID SHEET

I. COMPANY INFORMATION

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE: _____

COMPANY FAX NUMBER: _____

COMPANY CONTACT: _____

EMAIL ADDRESS: _____

II. NYSDEC LICENSE INFORMATION

New York State Department of Environmental Conservation License# _____ for facility located at _____. A copy of the NYSDEC permit is annexed to the bid response. _____ (Initial)

III. RESOURCE RECOVERY

Detail/description of the Facility's recovery process: _____

(This information may be supplemented by attaching report/documents describing resource recovery method/plan)

Average percent of materials recovered from a construction and demolition debris load _____.

(This information may be supplemented by attaching report/documents describing resource recovery calculation).

IV. LOCATION OF FACILITY

Location of the Facility: _____

Distance to Town Hall, 200 Howell Avenue, Riverhead, NY _____(miles).

(Note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award).

Certified Truck Scale_____ (Indicate yes or no)

V. FACILITY HOURS OF OPERATION

Identify Hours of Operation for acceptance of Construction and Demolition Debris from Town of Riverhead_____

VI. INSURANCE

Submit Proof of Insurance as indicated above and annexed to bid response.

VII. BID: PRICE PER TON

Price per ton for the processing and disposal of Town generated construction and demolition material delivered to vendor's facility: \$_____ per ton

Amount in words: _____ per ton.

DATE: _____

SIGNED: _____

TITLE: _____

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:05 am on February 5, 2015** at which time they will be publicly opened and read aloud.

Bid packets, including specifications, may be examined and/or obtained beginning **January 8, 2015** by visiting the Town of Riverhead website at www.townofriverheadny.gov and click on Bid Requests.

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.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope bearing the designation "**DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**". 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 the date and time so specified.

BY ORDER OF THE TOWN BOARD
OF THE 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 _____, 2015

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: _____