



**TOWN OF RIVERHEAD**  
**YVETTE AGUIAR, Supervisor**  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

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**BID FOR:**  
**LIQUID SLUDGE REMOVAL**

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
BIDDERS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

In compliance with your advertisement for bids to be opened on November 7, 2019 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,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

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

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **LIQUID SLUDGE REMOVAL**, for use by the Town of Riverhead Sewer District, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on November 12, 2020**, at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after **October 29, 2020**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **LIQUID SLUDGE REMOVAL**. 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.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before November 12, 2020 at 11:00 a.m. 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.**

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

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**DIANE M. WILHELM, TOWN CLERK**

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

**RIVERHEAD SEWER DISTRICT  
AND  
RIVERHEAD SCAVENGER WASTE DISTRICT**

**LIQUID SLUDGE REMOVAL**

**BID SPECIFICATIONS**

**General Scope of Work:**

The contractor shall extract sludge from the sludge tank at the plant and transport same to Suffolk County Department of Public Works at Bergen Point.

The price bid shall represent the complete cost to the Districts for extraction and transportation. No additional fees or costs shall be passed through by contractor to the Districts.

**Time of Performance:**

The contractor shall cause trucks and operators to arrive at the plant within 24 hours of telephone notice by the Superintendent sufficient to pump the quantity specified by the Superintendent.

**Equipment:**

A vacuum type pumper truck with capable operator shall be provided. Such truck shall hold not less than 7,000 gallons. A glass sight gauge shall be provided. The contractor may install a sump pump within the sludge tank to facilitate removal of the material. All equipment shall be maintained in a clean, leak-free condition.

**Liquidated Damage:**

Contractor shall pay, and same may be withheld by the District, \$500 for each 24 hours beyond the time specified above by the Superintendent for performance.

**Contractor Responsible for Ultimate Disposal:**

Upon initial introduction of sludge into contractor's vehicle, contractor shall be responsible for the ultimate disposal of the sludge at Bergen Point.

**Payment Requisition:**

Payment shall be made by the District for the gallons actually disposed of by the bidder upon the monthly statement upon the standard Town of Riverhead voucher. Invoices and claim vouchers, with supporting documentation, must be submitted for payment within 30 days from the date of service.

**Term of Bid:**

The term of this bid is for a twenty-four (24) month period to begin from the date of award. The price bid shall remain in effect for twenty-four (24) months from the date of award. The District reserves the option to extend this bid for two (2) one-year periods.

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

**No Minimum/ No Guarantee:**

No representation is made by the District that a minimum quantity of sludge will be generated. The quantity of sludge to be removed shall be in the sole judgment of the Superintendent. This is not a "requirements" contract.

**Disposal to Licensed Facility Only:**

Bidder shall promptly deliver the sludge extracted to Bergen Point. No sludge shall be delivered to any other disposal facility other than Bergen Point.

**Tipping:**

The tipping fee will be paid by the Riverhead Sewer District to Suffolk County Department of Public Works. The bid is not to include the tipping fee. Bid shall be for removal and hauling only.

**Applicable Regulations:**

Bidder shall secure all permits and licenses necessary to extract, transport and dispose of sludge at its sole cost and expense.

All Bidders shall be responsible to carefully examine the Specifications enclosed.

All proposals shall be submitted on the forms provided by the Town within this request for proposals. All proposals must be prepared in ink or typewritten and signed by the Proposer.

Bidders should return **one original and one copy** of the entire bid package, with all information completed on each page of the package, including but not limited to, bid award acknowledgement, non-collusive certificate and price sheet. **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.

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: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov) least 72 hours 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.**

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, availability to supply good/parts within the requested time frames, and location/proximity to the Town's Police Department. 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.

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

## **INSTRUCTION TO BIDDERS**

### **1. Receipt and Opening of Bids**

Pursuant to Town Board Resolution, the Town of Riverhead invites bids on the forms herein provided for the TOWN OF RIVERHEAD SEWER DISTRICT AND SCAVENGER WASTE DISTRICT at the time, date and place indicated in the Notice to Bidders.

### **2. Form, Preparation and Presentation of Proposal**

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the Bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. Bids that contain any omission, erasure, altercation, addition or items not called for in the itemized bid form or that contain irregularities of any kind may be rejected. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.

### **3. Bid Security**

- (a) The Bid must be accompanied by a certified check on the solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the total bid, made payable to the Town of Riverhead (herein identified as the Town), as assurance that the bid is made in good faith. The certified checks or bid bonds will be returned after execution of the Contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder will be retained until filing and approval of the Performance Bond and until the completion of ten percent (10%) of the work under the Contract.
- (b) The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after the date of notice of the acceptance of his/her bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
- (c) Each proposal must also be accompanied by a Letter of Intent from a surety company acceptable to the Town, which letter shall assure the Town that the bidder, if awarded the Contract, will be able to secure from the surety the required bonds in the required amounts.

### **4. Qualifications of Bidders**

- (a) Forms for qualifications of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the

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Town said form, properly filled in and sworn to in the Office of the Town Clerk within seven (7) days after the opening of bids.

- (b) Information contained in any statement of financial ability shall be not more than thirty days old at the time of submission. If a financial statement is already on file with the Town Clerk, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor has not materially changed since submission of said statement.

## **5. Rejection of Bids**

- (a) The TOWN BOARD reserves the right to reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the TOWN BOARD that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- (b) The TOWN BOARD reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. No bid shall be withdrawn for a period of forty-five days after being publicly opened and read.

## **6. Bidders Responsibility**

- (a) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to perform the work in accordance with this bid, including all other expenses incidental thereto.
- (b) Bidders must examine this bid and the existing facilities at the Riverhead Sewer District and Riverhead Scavenger Waste District located at private road off Riverside Drive, Riverhead, NY (hereafter known as the "plant") and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- (c) The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he/she may encounter or create, without extra cost to the Town.
- (d) No pleas of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the

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

requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for extension of time.

- (e) All vehicles over 5 tons are prohibited from traveling on Riverside Drive west of the plant. All vehicles will travel on that portion of Riverside Drive east of the plant.

#### **7. Construction Terms and Conditions**

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information for Bidders, Form of Bid, Specifications and Instructions of the District Superintendent or his duly authorized representative will be rigidly enforced.

#### **8. Security for Faithful Performance and Maintenance**

The successful bidder shall be required to execute a Performance Bond equal to one hundred percent (100%) of the amount of the bid, such bond to be executed by a surety company acceptable to the Town; or bond secured by collateral; or securities approved by the Town. The Performance Bond shall be written so as to remain in full force and effect through the term of this bid as specified in paragraph hereof. The successful bidder, upon failure to execute and deliver the bonds required within ten (10) days after the date of Notice of Award, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his bid, and he/she will be liable for and he/she agrees to pay to the Town on demand, the difference between the price for which such contract shall subsequently be relet including the cost of such reletting less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for recovery of his/her deposit or as a defense to any action upon accepted bid unless said mistake can be proven by documentary evidence acceptable to the Town.

After approval of the bonds and execution of the contract, the bid security accompanying the bid will be returned.

#### **9. Foreign Contractors**

Foreign Contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

#### **10. Lien Law**

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands

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

of such contractor to be applied first to the payment of certain claims. The payment requisition shall be accompanied by an affidavit of compliance with the Lien Law.

**11. Subcontractors and Assignment**

The successful bidder may not subcontract or assign their rights or responsibilities under this bid without the prior written approval of the District Superintendent.

**12. Addenda and Interpretations**

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to Michael Reichel, District Superintendent, Town of Riverhead, 200 Howell Avenue, Riverhead, New York, 11901, and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all perspective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligation under this bid as submitted. Any addenda so issued shall become part of the Contract Documents.

**13. Liquidated Damages**

Liquidated Damages in the amount set forth in the Conditions of Contract attached hereto may be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

**14. Exemption from Sales and Use Taxes**

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending section 1115 (a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of section 116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 115 (a) (15) and (16).

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

(16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

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Contractors entering into contract with the Town of Riverhead shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York 12227.

**15. Method of Award**

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references.

**16. Time for Completion**

The bidder, when submitting his bid, must be prepared to commence work not later than ten (10) days after signing the Contract unless the Town shall authorize a delay. The time for completion of all of the work contemplated under this contract shall be as set forth in the Conditions of Contract.

**17. Payments**

See Section 1C of Technical Specifications.

**18. Labor Law**

The Contractor and each and every subcontractor performing work at the site of the project to which contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

**19. Wage Rates**

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, have been ordered from the Labor Commissioner. Bidders are directed to contact the Department of Labor to determine the wages to be paid pending receipt of the wage rate sheet.

**20. Insurance Required by the Town of Riverhead**

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (a) Workers' Compensation Insurance
- (b) Public Liability and Property Damage (1 million/ 5million)
- (c) Coverage for all vehicles (1 million/ 5 million)

The District and the Town shall be named as additional insured and the original policies shall be filed with the Town Clerk.

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

## BID AWARD ACKNOWLEDGEMENT

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Print Name) (Identify Contractor/Vendor, i.e.: Self, Business or Corporate Entity)

acknowledge that I have read the bid specifications and all such terms and conditions, including the Town reservation of right to make purchases of materials, equipment, or supplies, or to contract for services, when available, through the county in which the political subdivision or district is located or through any county with-in the state as set forth in General Municipal Law 103(3) and the Town reserves the right to make purchases of materials, equipment, or supplies, or to contract for services available pursuant to sections one hundred sixty-one and one hundred sixty-seven of the state finance law through the office of general services as set forth in General Municipal Law 104 provided such purchase or service may be made upon the same terms, conditions and specifications at a lower price and fully understand and agree to all such terms and conditions set forth in the bid specifications.

*\*Please make certain that you complete all information requested in the Bid Proposal, Bid Form and Acknowledgement of Bid, including, name & contact information, complete bid sheet, and sign all forms.*

*\*In addition to the above, please make certain that you complete all information requested in the Non-Collusive Certificate and Iran Divestment Act Certification.*

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

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

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

Dated: \_\_\_\_\_

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

**PROPOSAL FORM**

**TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK**

**PROPOSAL  
FOR**

**TOWN OF RIVERHEAD SEWER DISTRICT AND RIVERHEAD SCAVENGER  
WASTE DISTRICT REMOVAL AND DISPOSAL OF LIQUID SLUDGE**

Town of Riverhead  
Riverhead, NY

Gentlemen:

The undersigned bidder has carefully examined the Contract Documents for the proposed construction and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Sewer District Superintendent or his representative at the following unit and/or lump sum prices:

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature/Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Price per Gallon: \_\_\_\_\_  
(Words)

Price per Gallon: \_\_\_\_\_  
(Dollars \$)

Total amount bid for 24 months at the estimated 1,000,000 gallons per year:

\_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Dollars \$)

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

## ACCEPTANCE SHEET

MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID

THIS BID AWARD SHALL STAY IN EFFECT UNTIL TWO YEARS 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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF DEALER/AGENT

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

**PROPOSAL FORM**

The undersigned hereby acknowledges receipt of the following Addenda (if any):

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____

Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

P.O. Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Dated: \_\_\_\_\_

The full names and address of all persons interested in the Proposal or principals are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

The Town Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town.

On acceptance of this bid, the undersigned binds himself/herself or themselves to enter into written contract with the Town not later than ten (10) days after the date of notice of the acceptance of his/her bid and to furnish the required security for faithful performance of the terms of said contract and the insurance as required by the conditions of Contract, and to process the work diligently so as to complete all the work required under this contract within the time frame outlined in the Technical Specifications, Section 1E1 and 1C.

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

**GENERAL MUNICIPAL LAW – SECTION 103-d  
NON-COLLUSIVE CERTIFICATE**

MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_  
(Print)  
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)

\_\_\_\_\_  
(PRINTED NAME AND TITLE)

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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 Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

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

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

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

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

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

**Piggyback Clause & Reservation of Rights to Purchase Under Legally Available Alternate Procurement Sources**

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) or bidder offering best value in part of 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, notwithstanding an award pursuant to these specifications, 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, including but not limited to New York State Office of General Services or County of Suffolk Shared Services Initiative/Purchasing Cooperative, at the current bid price provided under such bid/contract, without notice to the vendor if it is deemed appropriate and in the best interests of the Town of Riverhead and the vendor shall have no recourse to the Town for any lost profit resulting from this action.

**Sexual Harassment:** 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-G of the Labor Law.

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

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

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

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

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

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

Please complete and affix to your sealed bid envelope.



**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**BID NAME: LIQUID SLUDGE REMOVAL**

**BID OPENING DATE: NOVEMBER 12, 2020**

**TIME: 11:00AM**

**BIDS MUST BE DELIVERED TO:**

**TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**PRIOR TO 11AM ON NOVEMBER 12, 2020**

**LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON**