



TOWN OF RIVERHEAD
Laura Jens-Smith, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID # _____

BID FOR: REMOVAL OF HOUSEHOLD HAZARDOUS WASTE

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

_____ (_____) _____
DATE PHONE NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened at **11:00 am on November 1, 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.

(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

REMOVAL OF HOUSEHOLD HAZARDOUS WASTE (HAZMAT)

I. General Description of Services

The Town of Riverhead (“Town”) hosts a S.T.O.P. program (Stop Throwing Out Pollutants) for residents. The S.T.O.P. program permits residents to bring household hazardous waste to a designated location for disposal free of charge on designated dates only. The Town schedules two S.T.O.P. days each year with the first S.T.O.P. day scheduled in May and the second S.T.O.P. day scheduled in October. This program is held at the Town Highway yard at 1177 Osborne Avenue, Riverhead NY 11901. Household hazardous waste shall include all pesticides and other chemicals or otherwise harmful or potential harmful wastes originating only from residential homes as defined in 6 NYCRR Part 366. The Town only accepts Household Hazardous Waste items from residents, not from commercial establishments.

II. Scope of Services

The CONTRACTOR will operate collection activities for household hazardous waste at the site identified below for each S.T.O.P. day and transport the household hazardous waste to a facility/site that is licensed/permitted by New York State Department of Environmental Conservation (“NYSDEC”) for the storage of household hazardous waste. CONTRACTOR shall provide all necessary and adequately sized equipment, and fuel to efficiently and safely pick up and remove the hazardous waste from:

RIVERHEAD TOWN HIGHWAY DEPARTMENT YARD

1177 OSBORN AVENUE

RIVERHEAD

(Hereinafter referred to as “collection site”)

While the Town will provide personnel to assist and direct residents to the collection site drop off area and monitor the disposal of hazardous waste, CONTRACTOR shall be required to provide personnel trained in the identification of all hazardous waste (as defined by NYS DEC) and such additional employees as necessary to handle containerize, label, load, and transport of such wastes from the collection site.

The CONTRACTOR will certify to the Town at least 90 days prior to the day of collection that it shall have:

CONTRACTOR must provide the Town of Riverhead with a copy of a valid permit and/or license from New York State Department of Environmental Conservation and, to the extent required, Environmental Protection Agency, to collect, store, transport, and dispose of hazardous wastes; and

CONTRACTOR must provide the Town of Riverhead with the name of the facility/site to dispose and store the household hazardous waste, together with the NYSDEC license number for the facility/site. Note, if the CONTRACTOR is not identified as applicant/licensee/permittee on the NYSDEC approved facility/site, CONTRACTOR must provide the Town of Riverhead with evidence of permit/approval/contract to use the NYSDEC licensed facility/site for disposal and storage of household hazardous waste; and

CONTRACTOR shall provide the Town of Riverhead with a vehicle identification number or device for all vehicles used by the CONTRACTOR to transport household hazardous waste away from the collection site; and

CONTRACTOR shall provide the Town of Riverhead with a certificate of general liability insurance in effect for claims arising out of death, bodily injury and property damage from waste transport, treatment, collection, storage and disposal, including automobile liability and legal defense cost in the amounts set forth in Performance Specifications (i). (CONTRACTOR shall provide a certification naming the Town as additional insured for the S.T.O.P. day date(s)); and

CONTRACTOR shall provide the Town of Riverhead with proof of Workers Compensation Insurance for all employees assigned to label, handle, load, and transport of such wastes from the collection site; and

CONTRACTOR shall accept title to all waste accepted at the site by the CONTRACTOR for transport of disposal shall pass directly from the residents of Town of Riverhead at the time of acceptance at the collection site; and

1. Performance Specifications

a. The CONTRACTOR shall be required to pick up and remove hazardous waste from the Town Highway Department Yard at 1177 Osborn Avenue, Riverhead, NY on the S.T.O.P. days designated by the Town Engineer or his designee.

b. All household hazardous waste shall be transported to a registered/licensed NYSDEC approved site for the deposit and/or storage of household hazardous waste and related debris, including but not limited to adhesives, alcohols, anti-freeze, aerosols, paint solvents, degreasers, herbicides, pesticides, fungicides, insecticides, photo chemicals, waxes, polishes, stains, varnishes, turpentine, oven cleaners, mothballs, oil base paints, lead base paints, all types of cleaners, used motor oil, old gasoline, , all types of batteries, transmission fluid, starter fluid, brake fluid, pool chemicals, photo chemicals, lighter fluid, kerosene, and fluorescent bulbs. Notwithstanding the above, the Town

may and reserves the right to contract with a company specializing in e-waste removal, storage and recycling for those items defined by the New York State DEC as e-waste.

c. Loading Equipment and Vehicles for Transport: The Town of Riverhead will not be responsible for any damage to the CONTRACTOR'S equipment or vehicles related to services required for pickup, removal, and transport.

e. Hours of Operation: All work shall be conducted between the hours of 8:00 a.m. and 3:00 p.m. on at least two (2) S.T.O.P. days each year with the first S.T.O.P. day scheduled in May and the second S.T.O.P. day scheduled in October. These dates will be scheduled by the Town Engineer or his designee. In the event the S.T.O.P. days are rescheduled, the Town Engineer or his designee will obtain written confirmation from CONTRACTOR confirming CONTRACTOR'S ability to provide all services identified herein on the rescheduled date. The CONTRACTOR will be required to obtain written approval from the Town for any deviations from the time periods set forth above.

f. Monitor/Record of Operation: CONTRACTOR shall be responsible to maintain and submit to the Town complete weight records, manifests, certificates of disposal, receipts and other documents relative to the collection, transport and disposal of Household Hazardous Waste.

g. The CONTRACTOR shall be required to provide empty DOT 55 gallon steel drums on each of the STOP dates.

h. OSHA Standards: All equipment, materials and/or installations utilized in connection with this contract will meet all OSHA standards.

2. Payment

The measurement for payment will be determined by multiplying the number of items manifested per bid.

III. General Bid Criteria

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 **"REMOVAL OF HOUSEHOLD HAZARDOUS WASTE"** and received no later than **4:00 pm on October 31, 2019** 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 CONTACTOR 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 Price 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.

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. Notwithstanding the above, the Town may and reserves the right to contract with a company specializing in e-waste removal, storage and recycling for those items defined by the New York State DEC as e-waste.

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 Town Engineer, 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 from January 1, 2020 to December 31, 2020. 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.

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 and shall transport and deposit the household hazardous waste to a NYSDEC approved site. In the event the NYSDEC issues a violation for the CONTRACTOR'S household hazardous waste site or terminates permit or license for site, the Town reserves the right to terminate the contract effectively immediately.

16. Notice

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

Drew Dillingham, Town Engineer

1295 Pulaski Street

Riverhead, NY 11901

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.

18. 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."

New York Law: The Notice to Bidders and Bid Specifications shall be governed according to the laws of the State of New York.

Vendor Name: _____

19. 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. In addition, in the event of a spill or such other activity causing or likely to cause contamination to any property CONTRACTOR shall be solely responsible for any remediation (clean up) and related costs required by local, state, federal departments and agencies.

b. Insurance

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. CONTRACTOR shall provide proof of the following:

- i. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- ii. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and
- iii. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).
- iv. 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.
- v. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

IV. Required Information for Submission of Bid Proposal

The following information shall be provided in each bid in the order listed below. The bid proposal must be signed by an authorized company representative. 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.

Date: _____

Signature: _____

Title: _____

V. BID

REMOVAL OF TOWN HOUSEHOLD HAZARDOUS WASTE

TOWN OF RIVERHEAD

BID SHEET

1. Company information:

a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

b. Identify the facility that CONTRACTOR shall transport all household hazardous waste to, together with NYSDEC permit/licensee # for the facility: _____

c. Identify the principals who will be, or may be, involved in the pick-up and removal of household hazardous waste, their roles, and their experience.

d. Identify the equipment available to perform the items identified in the scope of services and identify if the company and personnel have any necessary expertise/training and, to the extent required by law, permits and licenses to operate the equipment required to perform the pick-up and removal (transport) services.

Equipment (Identify each piece of equipment, NYS Vehicle Identification #, License Plate # and information regarding volume of vehicles (trucks) to remove and transport the household hazardous waste.

Personnel: _____

2. Insurance:

Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified in the specifications within thirty days of notification of successful bid and prior to commencement of any services identified in the contract/bid specification. In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

- a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- b. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and
- c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

(In the event CONTRACTOR shall be determined to be the lowest responsible bidder, CONTRACTOR shall be required to provide proof of insurance and name the Town of Riverhead as an additional insured on General Liability Insurance and Professional Liability Insurance.)

3. Bid Amount:

Price Per Stop Day \$ _____

The Town shall not be responsible for any costs whatsoever related to pick up, containers, storage, transportation, equipment or contractor personnel and instead all costs shall be deemed included in the price per STOP Day.

4. Permit/License:

A copy of permit/license for the facility/company must be annexed to bid.

DATE: _____

SIGNED: _____

TITLE: _____

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for **REMOVAL OF HOUSEHOLD HAZARDOUS WASTE** will be received by the Town Clerk of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **4:00 pm on October 31, 2019** and will be publicly opened and read aloud at **11:00 am on November 1, 2019** in the Office of the Town Clerk.

Specifications and guidelines for submission of bids may be obtained on the Town of Riverhead website at www.townofriverheadny.gov and click on "Bid Requests" beginning **September 26, 2019**.

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 are to be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope bearing the designation "**REMOVAL OF HOUSEHOLD HAZARDOUS WASTE**". Bids must be received by the Office of the Town Clerk by no later than **4:00 pm on October 31, 2019**.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
Diane M. Wilhelm, Town Clerk

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 _____, 2019

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: _____