

BIDDER'S NAME \_\_\_\_\_



# **TOWN OF RIVERHEAD**

**Yvette Aguiar, Supervisor**

200 Howell Avenue  
Riverhead, NY 11901-2596

## **ADDENDUM #1 ISSUED March 16, 2021**

### **BID FOR: DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**

**THIS ADDENDUM IS ISSUED TO CLARIFY THE AMOUNT OF THE BID BOND INDICATED ON PAGE 9, WHICH IS 5% OF THE TOTAL AMOUNT OF THE BID. ALL OTHER SPECIFICATIONS AND THE BID OPENING DATE REMAIN THE SAME.**

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

**DATE OF OPENING:**  
March 18, 2021

**TIME OF OPENING:**  
11:00 A.M.

**THIS WILL BE A NON-PUBLIC BID OPENING DUE TO THE COVID-19 STATE OF EMERGENCY DECLARED FOR THE STATE OF NEW YORK AND THE TOWN OF RIVERHEAD, LIMITING ACCESS TO TOWN HALL.**

**A BID TABULATION WILL BE POSTED TO THE TOWN'S WEBSITE AFTER THE BID OPENING.**

**CONTACT PERSON: TERESA BALDINUCCI, PURCHASING AGENT  
631-727-3200 ext. 271 baldinucci@townofriverheadny.gov**

**BIDDERS SHOULD INCLUDE THIS ADDENDUM WITH THEIR BID SUBMISSION.**

BIDDER'S NAME \_\_\_\_\_

**RESERVATION OF RIGHTS**

The Town Board of the Town of Riverhead reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish security for faithful performance of the terms of said Contract, where required, and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

In default of the successful bidder's obligation to enter into a Contract with the Town for the work specified herein at the prices offered herein, and to provide at the time of execution of the contract the required contract security and documentation of insurance, the undersigned bidder agrees that the certified check or bid bond in the amount equal to 5% of the total amount of the bid, herewith deposited with the Town shall be paid and delivered to the Town as liquidated damages of such default. The certified checks or bid bonds of all remaining unsuccessful bidders except the second lowest bidder will be returned upon award of the Contract to the lowest bidder. After the execution of a Contract between the Town and the successful bidder and provision by the successful bidder of the required contract security and documentation of insurance, the bid security of the successful bidder and the second lowest bidder will be returned.

Bidder's Business Name: \_\_\_\_\_

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

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

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

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

Bidders Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_



# TOWN OF RIVERHEAD

*Yvette Aguiar, Supervisor*

200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

**BID FOR: DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**

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

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

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

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

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

In compliance with your advertisement for bids to be opened at 11:00 am on March 18, 2021 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

\_\_\_\_\_  
DATE

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

BIDDER'S NAME \_\_\_\_\_

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **DISPOSAL & RECYCLING OF MUNICIPAL SOLID WASTE**, for use by the Town of Riverhead, 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 March 18, 2021**, 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 **March 11, 2021**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **DISPOSAL & RECYCLING OF MUNICIPAL SOLID WASTE**. 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 March 18, 2021 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**

**TOWN OF  
RIVERHEAD BID  
SPECIFICATION**

**DISPOSAL AND RECYCLING OF MUNICIPAL SOLID  
WASTE**

The Town of Riverhead (“Town”), Suffolk County, New York, is seeking bids from qualified firms for Disposal and Recycling of Municipal Solid Waste. Capacity is sought for up to 350 tons per year of Municipal Solid Waste (MSW) generated at various Town offices, recreational facilities and Town owned property. The Town or others will deliver the Solid Waste in Town- owned compactor- equipped vehicles. The bid price shall include acceptance of the Solid Waste at the Transfer Station, any processing provided, and transfer to and final disposal at permitted solid waste disposal facilities for the Contract Term. The bid requests a price per ton of Solid Waste delivered to the Transfer Station for the contract term.

**WASTE CHARACTERISTICS:** The waste is MSW generated by Town offices, recreational facilities and Town owned property including bulk waste items. The MSW should not contain any regulated medical, special or Hazardous Waste, however, the Town will not guarantee that the aforementioned waste items will not be present in the waste stream.

**DEFINITIONS:** As used in this Specification, the following terms shall have the following meanings:

“Town” shall mean the Town of Riverhead.

“CONTRACTOR” shall mean the party contracting to provide and perform the specified work, including the heirs, executors, administrators, agents or successors thereof.

“NYSDEC” shall mean the New York State Department of Environmental Conservation.

“Bulk Items” shall mean large, residentially generated items which cannot be placed in the Town required garbage bags. These items can include, but are not limited to, furniture. Bulk items do not include C&D debris.

“Transfer Station” shall mean a permitted solid waste management facility, owned and operated by the CONTRACTOR, where solid waste is received for the purpose of subsequent transfer to another permitted solid waste management facility for

processing, treatment, transfer or disposal. Note, the Transfer Station shall be located within 30 miles of Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York.

“Hazardous Waste” shall mean a hazardous waste as defined in the Resource Conservation and Recovery Act at 42 U.S.C. 6903(5).

“Contract Term” shall mean a one-year period commencing on the Contract Effective Date. The Contract Term shall also include one (1) consecutive one (1) year extension upon the mutual agreement of the parties and resolution of the Town Board.

“Contract Effective Date” shall be May 1, 2021.

“MSW” shall mean solid waste from Town offices, parks and facilities.

**SOLID WASTE GENERATION DATA:** The Town’s historical MSW quantities data for the years 2014, 2015, 2016, 2017, 2018, 2019 and 2020 are presented herein. Bidders are cautioned that actual quantities during the Contract Term may vary from the historical data. The Town will not make any guarantees relative to the quantities of MSW delivered to the Transfer Station. The CONTRACTOR shall accept from the Town, during the Contract Term, up to 350 tons of MSW per twelve-month cycle from the Contract Effective Date. This quantity of MSW may be increased during the Contract Term upon the agreement of both parties.

**TRANSFER STATION LOCATION AND RECEIVING HOURS:** The proposed Transfer Station must be located within 30 miles of Town Hall 200 Howell Avenue, Riverhead, NY.

The Town transfer trucks shall be accepted at the Transfer Station for the off-loading of waste from Monday through Saturday between the hours of 6:00 AM and 4:00 PM. The Town and CONTRACTOR may, subject to applicable permit conditions, mutually agree to extend, reduce or modify the foregoing from time to time. It is understood that the Town may occasionally request access to the Transfer Station on a Sunday.

**TRUCK SCALE:** The Facility shall have operational on the Contract effective date, a certified truck scale of a length capable of weight a Town tractor truck and trailer simultaneously. The scale shall be certified by an approved CONTRACTOR. The current certification shall be provided to the Town, upon request, during the Contract Term. The driver of the Town truck shall be given a scale receipt ticket upon leaving the Transfer Station. The scale ticket shall have the following information: Date, time, truck identification number, gross weight, tare weight and net weight.

**WEIGHING RECORDS:** Prior to the effective date, if determined by the parties to be desirable, the Town will cooperate with the CONTRACTOR to establish tare weights for the Town trucks and transfer trailers. The CONTRACTOR, with the assistance of the Town, shall develop a system to create and maintain a weight record containing the tare weight, date and vehicle identification number of each Town vehicle entering and exiting the Facility.

**MAINTENANCE OF FACILITY:** The Town shall not be charged for any routine repair or maintenance expenses, and shall not bear any responsibility for the routine maintenance or repair of the Transfer Station or any facility of CONTRACTOR. The Transfer Station may, in a manner consistent with applicable law and good safety practices, establish and maintain operating and safety rules for the Transfer Station. Such rules may include, but need not be limited to, restricting access to certain areas, limiting access for disposal to Town vehicles, establishing traffic queuing and dumping procedures for vehicles, establishing procedures for examination for the content of loads of waste, and establishing rules governing the health, safety, neatness and cleanliness of the Transfer Station. The Town agrees to comply with such operating and safety rules of which the Town has received notice in a timely manner. The CONTRACTOR shall be responsible for securing and maintaining in effect all federal, state and local permits and approvals necessary for the operation of the Transfer Station and the receipt of the quantities and types of solid waste from the Town that are provided for in this bid specification. The CONTRACTOR shall promptly notify the Town if it has been notified that it is in violation of any such permit or approval, and of the resolution of any such notification.

**TRANSFER STATION TRUCK ACCESS:** The Transfer Station must have acceptable truck access to the tipping floor. This access shall not require the Town trucks to complete unsafe or excessive maneuvers for tipping of MSW. A Town representative will inspect the facility prior to award of Contract. If the facility truck access has been deemed unsafe or excessive, the Town reserves the right to reject such bid.

**DISPOSAL FACILITY:** The CONTRACTOR shall provide disposal capacity for the MSW generated by the Town and delivered to the Transfer Station under the terms of the Contract. At all times throughout the Contract Term, the waste disposal site used by the CONTRACTOR must be available to the Town of Riverhead and be in compliance with all applicable local, state and federal laws and regulations. The waste disposal site must have valid construction and operating permits in accordance with all laws applicable in the jurisdiction in which it is located. The waste disposal site's operating permit(s) shall permit disposal of the quantities and types of waste from the Town that are provided for in this bid specification, without resulting in any violations of such permits. The disposal site shall meet the design, construction and operating requirements of all applicable laws in the jurisdiction where the disposal site is operating. The disposal site shall be located within 30 miles of Town Hall, 200 Howell Avenue, Riverhead, New York.

The CONTRACTOR shall provide to the Town a list of all disposal sites intended to be used by the CONTRACTOR for disposal of the Town's MSW during the Contract Term. The CONTRACTOR shall give to the Town prior written notice of any changes to the list of disposal sites made during the Contract Term. Should the CONTRACTOR, during the Contract Term, become aware that any disposal site utilized for disposal of the Town's MSW under the Contract has or will receive notice of violation of any applicable law or regulation, CONTRACTOR shall promptly provide the Town with written notice of such event. In the event that any disposal site fails to maintain or loses its current valid state permit licenses or other authorization (either permanent or temporary) allowing the lawful use of the designated disposal site, or the site becomes unusable or inaccessible to the Town of Riverhead, then the CONTRACTOR will be solely responsible for obtaining the utilization of an alternate disposal site at no additional cost to the town, including any additional hauling cost because of the location of the alternate disposal site or, in the alternative, the Town may terminate the contract effective immediately. Under no circumstances shall such a change in disposal site or failure or inability to obtain permits by the CONTRACTOR be considered a change of conditions warranting modification of the express terms of the Contract. In the event the CONTRACTOR is unable to find an alternate disposal site not to exceed 30 miles from Town Hall, it shall be in default of the Contract and liable for damages, bond forfeitures and other expenses as provided in the Contract.

**RECYCLING FUND:** The Town has created a Recycling Fund wherein a percentage of the revenues realized by the CONTRACTOR in the sale of the Recyclables collected from the Town MSW are returned to the Town. The Town hereby requires that the CONTRACTOR maintain accurate records of the sale (positive or negative) of the collected Recyclables and submit a quarterly report of said sales to the Department. The Town further requires the CONTRACTOR to provide 20 percent of the net revenues to the Town in the form of a check made out to the Town of Riverhead Recycling Fund with said quarterly report. No payment is required if the net amount for the quarter is a negative number. Reports for negative quarters must be submitted also.

**OPERATIONAL PLAN:** The CONTRACTOR is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town MSW, for review and acceptance by the Town. All revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term in triplicate. At a minimum, the Operational Plan shall include the following items:

- CONTRACTOR's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers;
- Transfer Station operating days and hours;



- Any changes in Transfer Station operating procedures necessary for the CONTRACTOR to comply with the terms of the Contract;
- Disposal site(s), including alternates, intended to be utilized by the CONTRACTOR for disposal of the Town's MSW;
- Copies of all applicable permits and local approvals issued to the CONTRACTOR for operation of the Transfer Station.

**CONTRACTOR COMPENSATION:** The Town will compensate the CONTRACTOR for MSW satisfactorily received, processed and disposed of on a net tonnage (2,000 pounds) basis. The per ton bid rate shall include all specified services. The CONTRACTOR shall receive monthly payments for services performed during the prior calendar month calculated by multiplying the annual per-ton rate times the tons satisfactorily received at the Transfer Station during the calendar month. The CONTRACTOR shall submit a monthly invoice and a Town approved voucher form, which shall include a daily summary of tonnage received from the Town, including applicable weigh slips, truck identification number and time of day. The Town shall be entitled to deduct from any payment owing to the CONTRACTOR any sums expended by the Town to cure any default or other contract non-compliance by the CONTRACTOR or to protect the Town from loss on account of claims filed or reasonably anticipated to be filed in connection with CONTRACTOR's performance or failure to perform.

**PERFORMANCE BOND:** The Bidder will be required to submit a performance bond acceptable to the Town of Riverhead upon execution of the Contract. This performance bond shall be in an amount equal to \$250,000.00.

**ANNUAL RATE ADJUSTMENT:** In the second and subsequent years of the Contract Term, the base per-ton rate shall be determined in accordance with the following formula: the current rate per ton increased by "the cost of living measured by the consumer price index for the New York, Northern New Jersey, Long Island for the base period 1982-84=100" annual index for the current year divided by annual index for the previous year.

**HISTORICAL MSW QUANTITIES IN TONS:**

<b>2014</b>	<b>266 tons</b>
<b>2015</b>	<b>312 tons</b>
<b>2016</b>	<b>274 tons</b>
<b>2017</b>	<b>259 tons</b>
<b>2018</b>	<b>283 tons</b>
<b>2019</b>	<b>270 tons</b>
<b>2020</b>	<b>238 ton</b>

BIDDER'S NAME \_\_\_\_\_

**PROPOSAL FOR DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**

BIDDER NAME: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

**TOWN DELIVERY OF MSW**

The undersigned Bidder has carefully examined the attached contract documents and will provide all necessary labor, materials, equipment and incidentals required to accept and properly dispose of the Municipal Solid Waste described in the Bid Specifications at the unit price listed below.

For the acceptance of up to 350 tons of Municipal Solid Waste per year:

\$ \_\_\_\_\_/ton\*

\_\_\_\_\_ Dollars/ton\*

Amount in words

Please list the location of the Transfer Station, days of operation and operating hours for each day it is open.

Location: \_\_\_\_\_

Days Open: \_\_\_\_\_

Operating Hours: \_\_\_\_\_

\* The initial per ton amount noted above will be subject to an Annual Rate Adjustment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

NOTE: The Town of Riverhead reserves the right to waive any informalities in any bids received, and/or reject any and all bids. The Town does not guarantee any quantity of business under this contract. No estimate of volume is available or represented in this proposal form.

BIDDER'S NAME \_\_\_\_\_

**RESERVATION OF RIGHTS**

The Town Board of the Town of Riverhead reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish security for faithful performance of the terms of said Contract, where required, and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

In default of the successful bidder's obligation to enter into a Contract with the Town for the work specified herein at the prices offered herein, and to provide at the time of execution of the contract the required contract security and documentation of insurance, the undersigned bidder agrees that the certified check or bid bond herewith deposited with the Town shall be paid and delivered to the Town as liquidated damages of such default. The certified checks or bid bonds of all remaining unsuccessful bidders except the second lowest bidder will be returned upon award of the Contract to the lowest bidder. After the execution of a Contract between the Town and the successful bidder and provision by the successful bidder of the required contract security and documentation of insurance, the bid security of the successful bidder and the second lowest bidder will be returned.

Bidder's Business Name: \_\_\_\_\_

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

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

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

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

Bidders Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

In compliance with our advertisement in the **March 11, 2021** issue of the News Review for bids to be opened on **March 18, 2021** 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: \_\_\_\_\_

**ACCEPTANCE OF BID**

The Town reserves the right to determine the manner in which successful bidders will be selected as required by the best interests of the Town. The Town reserves the right to negotiate with the lowest bidder(s) a reduction in the bid price. The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in a manner consistent with law, deemed in the best interest of the Town.

Successful bids will be awarded by a Resolution of the Town Board. No other act of the Town shall constitute the award of a bid. After the Town notifies the successful bidders of the awarding of the contracts, the bidders shall have 20 days following the receipt of such notice to supply the necessary Performance Security, Town financial administrator's certificate and insurance policies and to execute a formal contract with the Town for at a time and place designated by the Town Attorney.

**CHANGE OF OWNERSHIP**

Any sale, purchase, transfer, assignment or other change in possession or ownership of twenty-five percent (25%) or more of the stock or other indication of ownership of the CONTRACTOR after the award of the Contract shall be subject to the prior approval of the Town. Any prospective purchaser or new owner shall submit all qualifications and disclosure information as submitted by the CONTRACTOR and shall provide access to its-books and records to enable the Town or its agents to conduct a background investigation, which shall be a prerequisite for consent to the sale, purchase or other transfer of ownership.

**SUBCONTRACTS AND ASSIGNMENTS**

As per New York State General Municipal Law work shall not be subcontracted or assigned without the prior written approval of the Town Board. Approval of subcontracts shall be at the discretion of the Town Board. If the CONTRACTOR violates this section, the Contract shall be revoked and both the CONTRACTOR and SUBCONTRACTOR shall forfeit all monies earned during this Contract.

BIDDER'S NAME \_\_\_\_\_

**STATEMENT OF NON-COLLUSION IN BIDS AND PROPOSALS PURSUANT TO  
GENERAL MUNICIPAL LAW 103(d)**

By submission of this bid, each bidder and each person signing on behalf of the 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 his/her knowledge and belief:

- (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
- (2) Unless otherwise required by law, the prices which have been quoted, and in this bid have not been knowingly disclosed by any bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor,
- (3) No attempt has been made or will be made by this bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Board, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

False statements made hereunder are punishable as a Class A misdemeanor pursuant to Section 210.45 of the New York State Penal Law.

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

This Bid shall stay in effect for one (1) year from date of award, with option to extend for a period of up to three (3) years in (1) year increments.

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: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

### QUALIFICATIONS AND DISCLOSURE STATEMENT

(Print or type all information except signature)

Bidder's Name: \_\_\_\_\_

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

CONTRACTOR's FEIN (or SS No.): \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

**Note: A "yes" answer to any question in this statement must be explained in full. Use a separate sheet of paper, if necessary.**

1. Give the following information with regard to all work of the same or similar nature performed by the bidder in the past five years:

For Who Performed:

\_\_\_\_\_

Amount of Contract:

\_\_\_\_\_

Date(s):

\_\_\_\_\_

2. Has the bidder, or any officer, partner, shareholder or other person with a financial interest in the bid ever failed to complete a contract or been an officer, partner, shareholder or other person with a financial interest in an organization which failed to complete a contract?

circle one: YES NO

If "YES", explain: \_\_\_\_\_

\_\_\_\_\_

3. Who will personally supervise the work if this Contract is awarded to you? (name, address and telephone): \_\_\_\_\_

\_\_\_\_\_

4. Where is your place of business? \_\_\_\_\_

\_\_\_\_\_

5. Indicate proof of compliance with all applicable local, state and federal laws and regulations. The waste disposal site must have valid construction and operating permits in accordance with all laws applicable in the jurisdiction in which it is located. The waste disposal site's operating permit(s) shall permit disposal of the quantities and types of waste from the Town that are provided for in this bid specification, without resulting in any violations of such permits. The disposal site shall meet the design, construction and operating requirements of all applicable laws in the jurisdiction where the disposal site is operating.

BIDDER'S NAME \_\_\_\_\_

6. Annex Operational Plan. The CONTRACTOR is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town MSW, for review and acceptance by the Town. All revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term in triplicate. At a minimum, the Operational Plan shall include the following items:

- CONTRACTOR's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers;
- Transfer Station operating days and hours;
- Any changes in Transfer Station operating procedures necessary for the CONTRACTOR to comply with the terms of the Contract;
- Disposal site(s), including alternates, intended to be utilized by the CONTRACTOR for disposal of the Town's MSW;
- Copies of all applicable permits and local approvals issued to the CONTRACTOR for operation of the Transfer Station.

7. List the name, telephone numbers and contact persons to be called in the event of an emergency.

---

---

8. Has the bidder, or any partner, officer, shareholder, member or other person with a financial interest in the bid ever been convicted of a crime? circle one: YES NO

If "YES", explain: \_\_\_\_\_  
\_\_\_\_\_

9. If the bidder is other than an individual, list the names, addresses, titles, positions and amount of shares held by all officers, directors and shareholders who hold five percent (5%) or more of outstanding shares thereof (use separate sheet, if necessary) and the date and place of incorporation:

---

---

10. If an individual, partnership, or limited liability company, list names of all individuals, partners or members:

---

---



BIDDER'S NAME \_\_\_\_\_

11. Are any persons listed in Question 9 above, employees of the state or any local government, members of a board of commissioners, involved in any public authority, or involved in any other public corporation with Suffolk County, New York, excluding firematic or civil defense volunteers?

circle one: YES NO

If "YES", explain: \_\_\_\_\_  
\_\_\_\_\_

12. Are there any of the persons listed in Question 10 above, related by blood or marriage to any employee of the Town of Riverhead? circle one: YES NO If, "YES", state employee name and nature of relationship:

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

13. What, if any, relationship, either directly or indirectly by blood, marriage, financial or business, do you have with any other company which, to your knowledge, intends to submit a bid for the disposal of solid waste generated at facilities owned and/or operated by the Town of Riverhead? Explain:

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

14. Have you ever bid for waste removal in any other municipality in the State of New York?

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

15. Have you or any firm, partnership, company or corporation with which you are or have been connected, by virtue of ownership, employment or family ever been rejected as a responsible bidder by any municipality in the State of New York or in any other state? circle one: YES NO If "YES" give name and address of the business entity, name and address of municipality, and the date and subject matter of bid:

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

BIDDER'S NAME \_\_\_\_\_

16. Are you presently under contract for removal of solid waste in any municipality in the State of New York or elsewhere? circle one: YES NO If "YES" give name and address of the municipality.

---

---

17. Have you or any partner, shareholder, director, member or employee of your company, corporation or partnership ever been charged, or indicted with a crime and/or convicted of a crime other than a traffic violation? circle one: YES NO If "YES", give name of individual, date of information or indictment, disposition and, if applicable, sentence.

---

---

18. Has anyone who is related to you (including your spouse, sibling, parent, child, grandchild or the spouse of any of them) or to any partner, member, shareholder or any individual listed in question 9, ever been indicted, charged with a crime and/or convicted of any criminal offense other than a minor traffic violation? circle one: YES NO If "YES", give name of individual, date of information or indictment, disposition and, if applicable, sentence:

---

---

19. Have you, or any partner, member or shareholder in our company or corporation, been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United State Code, Section 961, et. Seq? circle one: YES NO If "YES", give name of individual, date and jurisdiction of action and disposition thereof:

---

---

20. Has anyone who is related - as the spouse, sibling, partner, child, grandchild or the spouse of any of them to you, to any partner or to any shareholder or member of your company, partnership or corporation listed by you been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. Seq? circle one: YES NO If "YES", give name of individual, ate and jurisdiction of action and disposition thereof:

---

---

BIDDER'S NAME \_\_\_\_\_

21. Set forth the business names and addresses of any other entity, corporate, sole proprietorship of partnership under which you, any partner or any individual in your corporation list by you had conducted any form of carting business since 1975.

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

22. Has any entity listed in Question 20 listed above been indicted, charged with a crime and/or convicted or any criminal offense other than a minor traffic violation and/or has any entity listed in Question 20 been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. Seq? circle one: YES NO If "YES", give details:

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

23. The foregoing twenty one (21) statements are true. I understand that false statements made herein are punishable as a Class A. misdemeanor pursuant to Section 210.45 of the New State Penal Law, and shall automatically disqualify the bidder:

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

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

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

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

BIDDER'S NAME \_\_\_\_\_

**NON-DISCRIMINATION STATEMENT**

During the performance of the agreement, the CONTRACTOR hereby agrees that it will not directly or indirectly discriminate against any employee or applicant for employment in accordance with appropriate New York State and Federal Laws.

**SEXUAL HARASSMENT STATEMENT**

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.

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

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

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

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

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

Telephone: \_\_\_\_\_

**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.

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

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

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

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

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

Telephone: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

**FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That

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

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

(hereinafter referred to as the "Principal") and \_\_\_\_\_,  
a corporation created and existing under the laws of the State of \_\_\_\_\_,  
having its principal office in the Town/City of \_\_\_\_\_  
thereinafter called the "Surety", are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ in the full sum of \_\_\_\_\_

(\$ \_\_\_\_\_) good and lawful money of the United States of America, for  
the payment of which said sum of money, well and truly to be made and done, the said Principal  
binds themselves (himself) (itself) their (his) (its) heirs, executors and administrators, successors  
and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly  
by these presents.

Signed, sealed and dated \_\_\_\_\_ 2021 A.D.

**WHEREAS,** the said Principal has submitted to the Town of Riverhead a proposal for Disposal and  
Recycling of Municipal Solid Waste

**WHEREAS,** under the terms of the laws of the State of New York, the said Principal will execute  
a Contract and furnish such faithful performance of other bonds as may be requested by law in  
accordance with the terms of the Principal's said proposal.

**NOW, THEREFORE,** the condition of the foregoing obligation is such, that if the said Principal  
shall promptly execute a Contract and furnish such faithful performance or other bonds as maybe  
required by law in accordance with the terms of the Principal's said proposal, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

BIDDER'S NAME \_\_\_\_\_

**IN TESTIMONY WHEREOF**, the said Principal has hereunto set their (his) (its) hand and seal and the said Surety has caused its instrument to be signed by its \_\_\_\_\_  
\_\_\_\_\_ and its \_\_\_\_\_ and its corporate seal to be hereunto affixed, the day and year above written.

Signed, sealed and delivered in the presence of:

(Corporate Seal of Principal,  
if a corporation) \_\_\_\_\_  
(Principal)

Company:  
(Corporate Seal of Surety Co.)

By:

**ACKNOWLEDGMENT OF CONTRACTOR**

STATE OF )  
) ss.:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a

Notary Public in and for said State, personally appeared  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)  
whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the  
instrument, the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public





BIDDER'S NAME \_\_\_\_\_

**FORM OF RENEWABLE SURETY BOND**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,  
(hereinafter the "PRINCIPAL"), and \_\_\_\_\_,  
with principal offices at \_\_\_\_\_, and  
authorized to do business in the State of New York, hereinafter the "SURETY") are held and  
firmly bound unto the Town of Riverhead, (Hereinafter the "TOWN", in the maximum penal  
sum of \_\_\_\_\_ Dollars and No /100  
(\$ \_\_\_\_\_), lawful money of the United States of America, for  
which for which payment well and truly to be made we bind ourselves, our heirs, executors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a written agreement dated May 1, 2017 with the  
TOWN for providing for the Disposal and Recycling of Municipal Solid Waste and Contract is  
hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named PRINCIPAL,  
its successors and assigns, shall well and truly perform its obligations as set forth in the above  
mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN,  
to perform and complete the work mentioned and described in said contract, pursuant to the terms,  
conditions and covenants thereof using a CONTRACTOR other than the PRINCIPAL named  
herein. If for any cause said PRINCIPAL fails or neglects to so fully perform and complete said  
work, the said SURETY further agrees to commence said work of completion within seven days  
after notice thereof from the TOWN, and to complete the same with all due diligence.

BIDDER'S NAME \_\_\_\_\_

**FORM OF RENEWABLE SURETY BOND**

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, and at the TOWN'S sole option in place of performance and completion of the Contract, to pay the TOWN the difference between the Contract amount and the actual costs incurred or to be incurred by the TOWN in obtaining a replacement CONTRACTOR to complete the Contract. Actual costs shall include the additional costs of performing the services specified in the Contract, legal expenses incurred, any interim or emergency expenses incurred during the default, costs of advertising, cost of consultants and other related expenses. And, the said SURETY, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract or specifications accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following conditions:

1. Whereas, the TOWN has agreed to accept a Renewable Bond, this Bond shall be effective for the two (2) year period of May 1, 2021 to April 30, 2023; and on or before September 25 in the first year and subsequent years of the Bond, same may be extended for an additional one (1) year period, unless the SURETY provides to the TOWN written notice of its intent not to renew this Bond on or before September 15 in the first year and subsequent years of the Bond.
2. Neither nonrenewal by the SURETY, or the failure or inability of the PRINCIPAL to file a replacement bond in the event the SURETY exercises its right to not renew this Bond, shall itself constitute a loss to the TOWN recoverable under this Bond or any extension thereof.
3. This Bond shall have final and definite expiration date of April 30, 2023.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the SURETY on this instrument unless same be brought or instituted upon the SURETY within one year from termination or expiration of the Bond term.

BIDDER'S NAME \_\_\_\_\_

**FORM OF RENEWABLE SURETY BOND**

- 5. Regardless of the number of years this Bond is in force, the liability of the SURETY shall not be cumulative and shall in no event exceed the amount set forth above, or as amended by rider.
- 6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing. Any demand or request for payment must be made prior to the effective date of nonrenewal.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PRINCIPAL**

By: \_\_\_\_\_

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

**SURETY**

By: \_\_\_\_\_

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

BIDDER'S NAME \_\_\_\_\_

**FORM OF RENEWABLE PERFORMANCE BOND**

**ACKNOWLEDGEMENT OF CONTRACTOR**

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**OUTSIDE OF NEW YORK STATE**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the

undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city, county or state acknowledgement taken)

\_\_\_\_\_  
Notary Public

**FORM OF RENEWABLE PERFORMANCE BOND**

And, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, to perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof using a CONTRACTOR other than the PRINCIPAL named herein. If for any cause said PRINCIPAL fails or neglects to so fully perform and complete said work, the said SURETY further agrees to commence said work of completion within seven days after notice thereof from the TOWN, and to complete the same with all due diligence.

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, and at the TOWN'S sole option in place of performance and completion of the CONTRACTOR, to pay the TOWN the difference between the Contract amount and the actual costs incurred or to be incurred by the TOWN in obtaining a replacement CONTRACTOR to complete the Contract. Actual costs shall include the additional costs of performing the services specified in the Contract including any amendment or alteration of the Contract, legal expenses incurred, any interim or emergency expenses incurred during the default, costs of advertising, cost of consultants and other related expenses.

And, the said SURETY, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract or specifications accompanying the same shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**(Principal)**

**(SEAL)**

**By:** \_\_\_\_\_

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

**(Surety)**

**(SEAL)**

**By:** \_\_\_\_\_

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

BIDDER'S NAME \_\_\_\_\_

**FORM OF RENEWABLE PERFORMANCE BOND**

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned,

a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**OUTSIDE OF NEW YORK STATE**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance

before the undersigned in \_\_\_\_\_

(insert city and state or county or other place acknowledgment taken)

\_\_\_\_\_  
Notary Public

BIDDER'S NAME \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY COMPANY**

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the \_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**OUTSIDE OF NEW YORK STATE**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_ day of \_\_\_\_\_ in the year of 2021, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in \_\_\_\_\_

\_\_\_\_\_  
Notary Public