

**Town of Riverhead
Suffolk County, New York**

TOWN OF RIVERHEAD



Request for Proposals

For

Landfill Renewable Energy Project

Sealed Proposals Must be Received

In the Office of the Town Clerk

200 Howell Avenue

Riverhead, New York 11901

No later than 11:00 A.M. on April 4, 2019

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I. NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **April 4, 2019 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Landfill Renewable Energy Project**. Specifications and guidelines for submission of proposals are available on the Town of Riverhead website at www.townofriverheadny.gov click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **February 28, 2019**.

Due to the scope of work for this Lease/Contract, the Town of Riverhead is scheduling a **Mandatory Pre-Bid Meeting and Inspection for March 13, 2019 at 9:00 am** at the Riverhead Hall, Town of Riverhead Town Board Meeting Room, 200 Howell Avenue, Riverhead, New York. Site visit to follow at the Town of Riverhead Landfill, Youngs Avenue, Riverhead, New York. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. The failure to attend the Mandatory Pre-Bid Meeting & Inspection will result in disqualification of the bidder. Prior to the Pre-Bid Meeting and Inspection, the potential bidders shall fill out a Town of Riverhead Hold Harmless Agreement, available at the Office of the Town of Clerk or by visiting the Town's website. The Hold Harmless document will be included as part of the bid specification package or can be obtained individually. The completed Hold Harmless must be submitted to the Office of the Town of Attorney, 200 Howell Avenue, Riverhead, New York 11901, no later than March 13, 2019 before the scheduled Mandatory Pre-Bid Meeting and Inspection. (The "Mandatory Pre-Bid Meeting and Inspection" Hold Harmless Agreement is annexed hereto as Exhibit "B")

Each proposal must be submitted in a sealed envelope clearly marked "**LANDFILL RENEWABLE ENERGY PROJECT**". Proposals must be received by the Office of the Town of Clerk by no later than **11:00 am on April 4, 2019**.

This RFP is not an offer or a binding commitment to Lease/Contract on the part of the Town. The Town of Riverhead retains the right to postpone or cancel the RFP or to reject all proposals, if the Town of Riverhead determines, in its sole discretion that the best interests of the Town of Riverhead will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead seeks proposals for the lease, or such other mutually agreed upon contract, relating to the use of the Town of Riverhead Landfill for a Renewable Energy Project from experienced and qualified energy developers to:

Develop, construct, install, operate and maintain a Renewable Energy Project (“Solar Photovoltaic Energy System” or “Wind Energy Electric Production Systems”) at the Town’s Landfill located at Youngs Avenue, Riverhead, NY. The intention of the Town of Riverhead is to enter into a lease agreement, or other mutually agreed upon agreement with a qualified firm that will development a Solar Photovoltaic Energy System or Wind Energy System at the Town of Riverhead Landfill site.

It is the desire of the Town of Riverhead to site a Renewable Energy Project for the benefit of the Town of Riverhead and the environment. This Request for Proposals is being issued to allow the Town of Riverhead to evaluate options and determine the project and financial arrangements that best meet the Town of Riverhead’s interest. The Town of Riverhead notes that it is not seeking proposals to be an off-taker of a solar energy system. The goal of this RFP is to allow the Town to reduce greenhouse emissions, lower energy costs to the Town and its residents and further goals of greater renewable energy within the Town of Riverhead.

The Town of Riverhead will evaluate all proposals and reserves the right to select the proposal that provides the best solution. The Town of Riverhead has the right to accept any bid even if it does not provide the highest revenue or other highest and best benefit to the Town of Riverhead. Proposals will be evaluated against other proposals received. In addition to other rights reserved herein, the Town of Riverhead reserves the right to cancel this RFP in its discretion and to the fullest extent permitted by law.

2. Preparation, and Presentation of Proposal

Bids must be contained in a sealed envelope marked “Landfill Renewable Energy Project”.

Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing “N/A” in answer space.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Method of Award

All proposals will be compared based on the totality of the bidder’s presentation regarding the Renewable Energy Project (“Solar Photovoltaic Energy System” or “Wind Energy Electric Systems”) (the “Project”), with emphasis on the experience of the bidder with same or similar projects described in this request for proposal, past experience with government Lease/Contracts, and, price/offer for lease of property. The Town of Riverhead reserves the right to award the Lease/Lease/Contract to the bidder who, in the Town’s sole determination, offers a proposal that outlines the most efficient and effective plan for construction, installation, operation and management of the Project in the best interests of the Town.

4. Insurance Required By The Town of Riverhead

- A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- C. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.
- D. Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town of Riverhead will be named as an additional insured on the Liability policy.

This Lease/Contract will not be signed by the Town's Supervisor until all required insurances are received.

5. Town's Reservation of Rights

The Town of Riverhead reserves all rights with respect to this RFP, including but not limited to the following:

This RFP is not an offer or a binding commitment to Lease/Contract on the part of the Town. The Town of Riverhead retains the right to postpone or cancel this RFP or to reject all proposals if the Town of Riverhead determines, in its sole discretion, the best interests of the Town of Riverhead will be served thereby. The Town of Riverhead further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town of Riverhead may make such investigation as the Town of Riverhead deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the construction management services specified herein. The Town of Riverhead reserves the right to reject any proposal if the information requested by the Town of Riverhead is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town of Riverhead that the bidder is responsible or is qualified and capable of carrying out the obligations of the Lease/Contract.

Upon acceptance of a proposal, the Town of Riverhead shall, by resolution and letter, officially notify the successful bidder of said acceptance and, prior to the award of the Lease/Contract, enter into negotiations with the successful bidder. The Town of

Riverhead retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town of Riverhead be unable to conclude the negotiations within sixty (60) business days following the official notification of acceptance of project funding from the applicable authority or agency. Note, the within RFP is not contingent upon the successful bidder entering into, or otherwise being held to qualify and/or selected by LIPA, NYSERDA or such other governmental, quasi-governmental, public authority that is or may be sponsoring, hosting or granting a solar or wind energy initiative. The Town of Riverhead reserves the right to extend the successful bidder's opportunity to make application for any such other solar or wind energy initiatives by LIPA, NYSERDA or such other governmental/quasi-governmental/public authority. This reservation to extend successful bidder's opportunity to make application for such other available solar energy initiatives may be exercised by letter with signatures of three members of the Town Board of the Town of Riverhead.

Once negotiations have been completed, the Town of Riverhead will pass a resolution awarding the Lease/Contract, and the successful bidder will be required to sign the Lease/Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Lease/Contract or to provide evidence of required insurance or any other documentation required by the Town of Riverhead within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Lease/Contract, and the Town of Riverhead shall have the right to rescind the award of the Lease/Contract.

The Town of Riverhead shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town of Riverhead upon submission.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead of Riverhead seeks proposals from experienced and qualified firms (“LESSEE/CONTRACTOR”) for a Renewable Energy Project located at the Town’s Landfill on Youngs Avenue. The Town of Riverhead is offering, among other options, to lease the land to a qualified firm or development team who will design, build, finance, operate, and maintain a renewable energy project. The firm shall be solely responsible for application, costs and obtaining all necessary permits from the Local, Regional, and State’s regulatory agencies. Any projects proposed on the existing landfill cap must be analyzed by a New York State licensed professional engineer to determine the feasibility and/or compatibility of the existing landfill cap with the proposed system. The analysis must be forwarded to the Town of Riverhead of Riverhead Department of Engineering for approval.

The term “Offeror” as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term “Lessee/Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a Lease/Contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be emailed to townclerk@townofriverheadny.gov , and **must be received by no later than 4:30 pm on March 29, 2019.** Responses to inquiries deemed appropriate by the Town of Riverhead will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town of Riverhead shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

- A. Prime Responsibility: The selected Lessee/Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town of Riverhead will consider the selected Lessee/Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Lease/Contract.
- B. Assurance: Any Lease/Contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as

- amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project.
- C. Independent Lessee/Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Lessee/Contractor, including any and all of the Lessee/Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.
- D. Offerors may submit alternate proposals, including technologies related to renewable energy not identified in the specifications below. Alternate proposals shall be clearly marked as such and any cost benefits to the Town of Riverhead must be identified.
- E. The Town of Riverhead prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- F. The Town of Riverhead reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts or lease agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the Lease/Contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.
- G. The Town of Riverhead reserves the right to:
- Request clarification of any submitted information;
 - Not enter into any lease agreement;
 - Not to select any Offerors;
 - Amend or cancel this process at any time;
 - Interview Offerors prior to award and request additional information during the interview;

- Negotiate a multi-year lease or a lease with an option to extend the duration;
 - Award more than one lease if it is in the best interest of the Town; and/or
 - Issue similar RFPs in the future.
- H. Qualified Offerors must be prepared to enter into a lease agreement with the Town. The Lease/Contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant Lease/Contract and incorporated in the Lease/Contract.
- I. Prior to commencement of services, the Lessee/Contractor must provide evidence of the following insurance coverages further detailed in Subsection "3. F" below: Workers' compensation, Disability, Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

The Lessee/Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renew

3. Description of Services Required

- A. Introduction/Summary The Town of Riverhead seeks proposals from experienced and qualified firms ("LESSEE/CONTRACTOR") for a Renewable Energy Project located at the Town's Landfill on Youngs Avenue. The Town of Riverhead is offering to lease the land to a qualified firm or development team who will design, build, finance, operate, own and maintain a renewable energy project. The firm must secure the proper permits from the State's regulatory agencies. Any projects proposed on the existing landfill cap must be analyzed by a licensed civil engineer to determine the feasibility and/or compatibility of the existing landfill cap with the proposed system. The analysis must be forwarded to the Town of Riverhead Engineering Department for approval.

SITE DESCRIPTION

The Riverhead Landfill is situated within a seventy-two (72) acre property in Baiting Hollow, Town of Riverhead, and Suffolk County, New York. The Landfill property is owned and was operated by the Town of Riverhead as a landfill and sand borrow area.

The Landfill is bounded by Youngs Avenue to the north, wooded property to the east, a residential development to the west, and a residential development

towards the southeast and southwest. An open pond and freshwater wetland system is adjacent to the southern boundary of the Landfill property. The Landfill footprint, as delineated on the Construction Plans, is approximately 30 acres. The Town of Riverhead has used the remaining 42 acres for sand mining and composting operations. The sand borrow area of 42 acres has been used by the Town of Riverhead for road construction, backfill and landfill cover material.

The Landfill commenced waste acceptance in 1967 and is unlined. There are no leachate collection systems installed at the landfill. Annual waste receipt information is not available. The Landfill ceased waste operations on October 8, 1993. Daily cover material was clean sand. Yard waste activities are operated by the Town of Riverhead at the northwest corner of the site.

On October 5, 1994, a stipulation was imposed upon the Town of Riverhead of Riverhead by the New York State Department of Environmental Conservation (NYSDEC) for operational violations of the Part 360 regulations applicable to the Landfill. The stipulation included requirements for the submittal of a Closure Investigation Report (CIR), a Closure Plan (CP), a Solid Waste Management Plan (SWMP), and a Reclamation Feasibility Study Report.

A map of the Landfill is annexed hereto as Exhibit "A".

LANDFILL COVER SYSTEM

The typical cap cross section consists of the following from bottom to top:

- 6 inches of gas venting sand (screened reclaimed sand).
- 40-mil textured linear low-density polyethylene (LLDPE) geomembrane.
- 8 oz. non-woven geotextile.
- 15 or 21 inches of barrier protection layer (BPL) with cap drains.
- 9 inches of topsoil.
- Vegetation.

The 6-inch thick gas venting layer is constructed to collect and transmit landfill gas (LFG) to designated points such as the vertical gas vents.

The 40-mil textured linear low-density polyethylene (LLDPE) geomembrane precludes precipitation migration into the landfill and considers settlement, erosion and seepage forces in the overall stability of the final cover system.

The geomembrane is installed on a minimum four percent slope to promote gravity drainage and a 33 percent maximum slope to ensure stability. The geomembrane is anchored in a trench at the perimeter of the landfill limits.

An 8 oz. non-woven geotextile was installed over the LLDPE geomembrane as protection from the deleterious materials found in the reclaimed sand.

The 15 or 21-inch thick barrier protection layer (BPL) was installed directly over the geotextile. The BPL serves to protect the underlying geomembrane, to accommodate stormwater infiltrating through the overlying vegetative support layer, and provide adequate moisture retention to support long-term vegetative growth. The BPL will also protect the geomembrane from frost action and root penetration and resist erosion. Reclaimed stockpiled sand was used for the barrier protection layer.

The BPL layer was installed in either a 15 (final cover system A) or 21-inch (final cover system B) thick layer as shown on the drawings. The BPL is 15 inches thick in the steeper portions of the landfill towards the south of the site. The BPL is 21 inches thick in the flatter portions of the landfill towards the front of the site. The 21-inch thick BPL will provide additional protection for the geomembrane should future development occur at the site. The thicker layer of BPL provides greater protection of the underlying geomembrane during placement and provides additional moisture retention to sustain vegetative growth. The drainage sand was placed in one lift using low ground pressure equipment.

Cap drains were installed within the BPL to prevent the build-up of excess pore pressures. The cap drains consist of 6-inch diameter corrugated, slotted polyethylene collection pipes. A polyester sleeve is fitted around all sections of collection pipe to prevent soil particles from entering the pipe and creating obstructions.

The slotted collection pipes discharge into 6-inch diameter corrugated, solid polyethylene pipes. The discharge pipes convey runoff into the sideslope diversion swales, channels or the down drain inlets. The exposed ends of the discharge pipes are fitted with a wire mesh to prevent animal access.

A toe drain was constructed at the anchor trench around the perimeter of the closure area. The toe drain is designed to drain run-off above the geomembrane in the BPL layer and discharge to the existing perimeter channels or surrounding soils without saturating the overlying soil layers. The 20-foot wide strip of tri-planar geocomposite drain was placed directly over the geomembrane and discharges at the outer edge of the vegetative support layer, and is protected by a rip-rap cover.

An erosion control "blanket" was installed after hydroseeding in most areas. The erosion control blanket is a two season rolled erosion product consisting of straw and coconut fibers. The erosion control blanket was also used to stabilize the basin sideslopes and areas outside the limit of final cap with slopes steeper than 3H: 1V until vegetation was established.

In addition to the temporary or initial erosion control described in the paragraph above, several permanent erosion control features were incorporated into the landfill design to prevent the migration of soils off-site. Diversion berms and channels reduce sheet flow distances, thereby limiting the potential for slope erosion.

Permanent turf reinforcement mat was installed in all diversion berms and drainage channels to prevent erosion.

Rip rap was utilized on all drainage and erosion control structures where high flow velocities increase the potential for soil erosion. Rip rap has been placed at the outfalls of the drainage structures to prevent scouring of the soils and undermining of the structures.

A 9-inch thick vegetative support layer was constructed over the BPL. The vegetative support layer is comprised of onsite compost mixed with reclaimed sand and offsite topsoil as necessary for the purposes of vegetative support.

The vegetative support layer was seeded with a mixture of Canary Grass, Smooth Brome, Birdsfoot Trefoil, and clovers on the sideslopes. The areas around the walking path and the top mound area inside the walking path were seeded with a mixture of Ryegrass, Creeping Red Fescue, Windward Chewings and Alice White Clover (see Appendix B).

STORMWATER MANAGEMENT SYSTEM

As part of the closure project, a system of controls was constructed to handle stormwater. The system was designed for the 25-year, 24-hour storm event and to retain and infiltrate water on-site without the need for an off-site discharge point. The components of the proposed system include the following:

- Youngs Avenue Pipe Storm System
- Open Channels
- Drainage Swales
- Cap Drains
- Pipe Downchutes and manholes
- Infiltration Basins
- Culverts

A pipe storm drain system is installed along Youngs Avenue. The storm drain collects and conveys water from the northern portion of the landfill and Youngs Avenue to Basin No. 3. The system includes four rectangular drainage

structures and a culvert entrance connected by 18-inch reinforced concrete pipe (RCP). Water is conveyed to Basin No. 3. The system is sized to handle a 100-year stormwater flow rates.

There are three main open channels, the East Access Road Channel, South perimeter berm access road channel and the Main Access Road Channel. Each has a trapezoidal cross-section with an 8-ft wide bottom. The channels convey water to Basin No. 1. The channel lining is either grassed, turf reinforcement mat or rip rap based on slope and location.

The bench channel at the landfill bench is also trapezoidal in section. The channel is located adjacent to the landfill walking path and has inlets to convey water into the downchutes.

Two smaller V-shaped channels were installed along either side of the west side access road. The lower west channel was installed at the western edge of the cap limits south of the west side access road. The west side access roads drain stormwater via a channel to the Basin 3 or via the lower west downchute to an existing stormwater pond.

Drainage swales were installed within the landfill cap area and conduct surface water into the downchute inlets. The drainage swales are lined with geomembrane and a 4-inch diameter slotted pipe covered by topsoil and permanent turf reinforcement mat.

As previously mentioned, cap drains were installed within the BPL to prevent the build-up of excess pore pressures. The cap drains consist of 6-inch diameter corrugated, slotted polyethylene collection pipes. The cap drains discharge stormwater into the open channels or at the edge of cap limits.

To minimize the potential for erosion on the steep landfill sideslopes, pipe downchutes and diversion swales were installed within the capped area. The downchutes consist of 24-inch HDPE pipes buried above the cap geomembrane. The downchutes are connected to the diversion swales and bench channels via pipe culverts.

Each downchute outlet has energy dissipation and erosion protection. Downchutes 1 and 2 have rock outlet protection (i.e., a rip-rap apron) and discharge directly into Basin No. 1. Downchutes 3 and 4, which discharge to the East Access Road Channel, and Downchute 5, which discharges in the Main Access Road Channel, are constructed with stilling wells.

The system includes three infiltration basins to retain stormwater and eliminate the need for an off-site discharge point. Each infiltration basin has been designed to infiltrate and retain the 100-yr, 24-hr storm.

There are three culverts proposed for the landfill, which include:

- 18-inch RCP under the East Side Access Road

- 24-inch RCP conveying water from the West Channel to Basin No. 1
- 3-ft RCP conveying water from the East Channel to Basin No. 1.

Each is adequate to handle the anticipated 100-year peak stormwater flow rates.

LANDFILL GAS MONITORING SYSTEM

During cap construction, twenty-six (26) gas venting pipes with risers were installed. The gas vent pipes were constructed of 6-inch diameter schedule 40 PVC pipe. Solid PVC pipe was installed through the landfill cover materials, with perforated PVC pipe installed into the refuse. A riser extends a minimum of 3 feet above the final elevation of the cover and a gooseneck with screen was installed.

During cap construction, a perimeter venting system was installed along the southeast perimeter of the landfill. The southeast boundary area was considered to have a low but potential pathway for gas migration. A housing development is located east and the south of the east property line. The perimeter gas system provides for venting of any subsurface gas laterally transmitted beyond the landfill limits in this area.

The collectors were installed at the outside toe of slope of the east valley created by the reclamation activities along access road prior to filling the east valley with reclaimed sand. Two levels of horizontal collectors were installed. The first collector was installed at approximate Elevation 25 to avoid high groundwater. The second collector was installed up the existing outer sideslope halfway between elevation 25 and the final grade.

The horizontal collector is constructed of 6-inch perforated, corrugated HDPE pipe installed in a 2-foot by 2-foot stone filled trench. The perforated pipe transitions to solid pipe and elbows up the existing slope until the pipe daylights at a 6-inch PVC riser pipe with gooseneck. The lower and upper horizontal collectors have separate solid pipe and risers. Risers to be monitored are labeled GT-1 through GT-6 as shown on Drawing No. 1 in Appendix D.

Six (6) landfill gas monitoring probes were installed along the east property line and one on the north side along Youngs Avenue (see Drawing No. 1 in Appendix D). Gas monitoring probes were constructed of 2-inch schedule 40 PVC pipe in an 8-inch borehole. The monitoring probes were drilled to groundwater. The perforated portion of the probe starts 8 feet below grade to approximately 2 feet above groundwater. The probe is enclosed in a steel well casing with a hinged lockable lid and surrounded by a concrete housekeeping pad. Drilling and installation logs for the LFG probes are provided in Appendix C.

ANCILLARY SYSTEMS

The ancillary systems have been installed to provide access to and security for the Landfill. Ancillary systems present at the Site include roads, fences, gates, and locks. Two main access gates are provided at the north side of the facility along Youngs Avenue. These gates are provided with locks. The remainder of the site is enclosed by a 6-foot chain link fence. The northeast main gate provides public access to a parking area for the passive park as further described below. The public parking area is located on final cap. The northwest gate provides access to the former yard waste operations area.

The main access road travels south from the northeast gate and public parking area, along the west side of the main landfill mound area to the south end of the site and Basin No. 1. A pad type maintenance area is provided at the south end of the main access road at Basin No. 1. This area can be used for materials and equipment storage. There is a south access road at the toe of the south landfill slope and at Basin 1. There is access to Basin 1 via a ramp at the end of the main access road.

A crash gate is installed due south of the public parking area to prevent public access by vehicle to the remainder of the site. The east access road branches off the main access road north of the landfill mound area to provide access to the east property boundary including the groundwater monitoring wells and landfill gas monitoring probes.

The west access road branches off the main access road north of the east access road to provide access to the western portion of the boundary and Basin No. 3. There is another crash gate located at the western end of the west access road, off the landfill cap, to prevent access from the western portion of the site onto the landfill cap. The crash gates are closed and locked at all times.

Access roads within cap limits are constructed of 12-inches of recycled concrete aggregate over barrier protection material. Steep portions of the main access road and east access road also have confinement reinforcement installed.

B. Options

Provide literature, specifications along with pricing of any "value added" features that are currently available but have not been included in this specification that would benefit the operation of the Town of Riverhead of Riverhead.

C. Lease/Contract Period

This Lease, or contract, will cover the period beginning at commercial operation of the system and extend for twenty (20) years or longer, with option to extend.

D. Option to Extend and/or Terminate Lease

This Lease, or contract, may be extended for two (2) additional five (5) year periods at the same price if agreed upon in writing by both parties within sixty (60) days of the expiration of this lease.

The Town of Riverhead reserves the right to terminate the Lease/Contract after giving the Lessee/Contractor and their surety seven days written notice if the Town of Riverhead feels the Lessee/Contractor has not (1) completed the work in the allotted time frame specified in the Lease, (2) proceeded with the work in a safe manner, (3) abided by any of the terms and conditions of the Lease, and (4) has not provided the required data submittals or documentation within the specified amount of time.

E. Deliverables

The vendor shall supply six (6) bound copies of the proposal and (1) USB type flash drive with all documents in pdf format located on the drive.

F. Insurance Requirements

The Lessee/Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Town.

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better or as otherwise deemed acceptable to the Town of Riverhead.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Authority. "Acord" or other blank certificates may not be acceptable. The Town of Riverhead may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days' notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Town of Riverhead. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or

"failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraphs to follow, shall be provided to insure this agreement.

The interest of the Town of Riverhead, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Worker's Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Town of Riverhead with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Lease as follows:

1) Automobile Liability: (If any vehicles are used by the Lessee/Contractor in the performance of this Lease)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

2) General Liability:

Form: Commercial General Liability (1986 ISO occurrence form or equivalent), including separate limits for Personal Injury, Products/Completed Operations.* Coverage to include Contractual Liability, general aggregate shall apply separately at each location and at each project.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

* Products & Completed Operations to be maintained for a period of 2 years after the completion of the project.

3) Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the Lease/Contract.

Limits: As required by the Workers' Compensation Law of the State of

New York or any State or Federal body having jurisdiction over the location of operations being performed.

4) Fire Policy or Installation Coverage Floater:

The successful Bidder will also be required to furnish and maintain, at his expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of " Town of Riverhead " for its own account and as trustee for the (named) Lessee/Contractor, as interest may appear, with a limit in the amount of the Lease/Contract with the deductible not to exceed ten thousand (\$10,000.00) dollars.

OR

Installation Coverage Floater in the amount of the Lease/Contract with a deductible not to exceed ten thousand (\$10,000.00) dollars. Town of Riverhead to be a named insured; Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this lease is terminated. At that time, and when final payment is made, it will be returned to the Lessee/Contractor.

The Town of Riverhead will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Lease/Contract.

Subcontractors shall adhere to the above.

The Town of Riverhead is not responsible for any loss or damage whatsoever to the property of Contractor(s) or Subcontractor(s).

All certificates of insurance shall contain the following provisions:

- a. Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- b. Location of work described shall be inclusive of the location of the work provided under this project.
- c. The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Town of Riverhead shall be the sole judge in determining the acceptability of insurance requirements.

G. Indemnification

The Lessee/Contractor shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Town of Riverhead or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Town of Riverhead or of others resulting from the performance of the Lease/Contract, or through any act or omission on the part of the Lessee/Contractor or his agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Lessee/Contractor, his agents, employees, servants or subcontractor(s) in the performance of the Lease/Contract, and Lessee/Contractor understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the Lease/Contract.

H. Confidential Information

The Town of Riverhead is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain Town of Riverhead records are subject to public inspection upon request. However, trade secrets or information submitted to Town of Riverhead which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. Town of Riverhead shall review such requests on a case by case basis. Failure to identify such information shall be deemed consent to public inspection of the entire proposal.

I. Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Authority and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a Lease/Contract) to any Authority member, employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a)

from issuance of the Solicitation through final award and approval of the resulting Procurement Lease/Contract by the Authority (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the Town Clerk of the Town of Riverhead, 200 Howell Avenue, Riverhead, NY.

The Town of Riverhead reserves the right to disqualify any Bidder which makes unauthorized contacts to Town of Riverhead.

Bidders are required to complete the attached forms titled "Form of Offeror Disclosure of Prior Non-Responsibility Determination" and "Affirmation of Understanding and Compliance" and return the completed forms with your proposal.

J. Miscellaneous

- 1) The Lessee/Contractor hereby represents that it is qualified to perform all the duties on its part to be performed under the terms and conditions of the Lease/Contract.
- 2) Nothing shall be found to construe the parties of the Lease/Contract as partners or authorize either party to Lease/Contract any debt liability or obligation for or against or on behalf of the other party of the Lease/Contract. Neither the Town, nor the Lessee/Contractor, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and the Lease/Contract shall not be deemed or construed as a Lease/Contract of agency. The Lessee/Contractor shall be deemed throughout the term hereof as an independent Lessee/Contractor and as such be liable for its own acts.
- 3) The Lessee/Contractor shall protect, save, and keep the Town of Riverhead harmless and indemnify the Town of Riverhead from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the Lessee/Contractor of the terms and conditions of the Lease/Contract. Lessee/Contractor shall defend and indemnify Town of Riverhead from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the Lessee/Contractors, agents, servants or employees, arising out of or in connection with this Lease/Contract. Town of Riverhead will not be responsible for any loss or damage to equipment owned by Lessee/Contractor.

- 4) The Lessee/Contractor shall not assign the Lease/Contract or subcontract or otherwise engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town.

4. **Proposal Content and Format Requirements**

A. Cover Sheet

- 1) Provide the full legal name of the Lessee/Contractor who will execute the Lease/Contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.
- 2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.

B. Description of Services, Background and Staff

1) Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town of Riverhead may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

2) Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.

3) Financial Stability

Provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town of Riverhead will consider other forms of documentation provided to meet this content requirement.

5. **Selection Procedures**

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town of Riverhead reserves the right to award a Lease/Contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Lessee/Contractor selected for this project will be required to accept the Town's Lease/Contract and to comply with insurance standards as deemed acceptable to the Town Attorney of the Town of Riverhead. No agreement with the Town of Riverhead is in effect until both parties have signed a Lease/Contract.

6. **Inquiries**

Direct all inquiries regarding the proposal process or proposal submissions to:

Robert F. Kozakiewicz Town Attorney
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901
631-727-3200 ext. 216

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Name/Title of Procurement Lease/Contract Related to Offer: _____

_____ hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning contracts during a Town of Riverhead Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date: _____ 20__

Name of Officer: _____

Address: _____

Name and Title of Person Signing the Affirmation

Insurance Carrier or Agent’s Acknowledgment

RFP No. _____

Project Description: _____

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder’s Acknowledgment. This Form shall be returned with the Bid submission.

Insurance Agent: _____
NAME OF FIRM

Address: _____

Email Address: _____

Fax No.: _____

Phone No.: _____

Please review the Town of Riverhead insurance requirements for this Lease/Contract, which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

- _____ Automobile Liability
- _____ General Liability
- _____ Workers' Compensation
- _____ Fire Policy or Installation Coverage Floater

We have reviewed the insurance requirements set forth in the above proposed Lease/Contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the Lease/Contract is awarded to our insured and provided our insurer pays the appropriate premium.

Dated: _____

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Lease/Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Lease/Contract, if awarded to the Bidder.

Sign: _____
Officer of Company

Print Name _____

(Failure To Have This Form Properly Filled Out and Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.)

IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF LEASE/CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or Lease/Contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Lease/Contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Lease/Contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all Lease/Contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's	Business	Name:

Signed by: _____

Title: _____

Date: _____

V. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

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 the penalty of perjury, that to the best of his knowledge and belief:

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

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if Lessee/Contractor is a corporation.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization: _____

2. Main Office Address:

3. When Organized: _____

4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS** **HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other Lessee/Contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar Leases/Contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Lease/Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any Lease/Contract awarded to you?

Yes/No _____

2. Have you ever defaulted on a Lease/Contract? Yes/No _____ if yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a Lease/Contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a Lease/Contract in his/her own name? Yes/No _____. If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this Lease/Contract?

Name	Phone Number	Title
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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this Lease/Contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the Lease/Contract, the following information:

- a. Table of Organization of the LESSEE/CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the LESSEE/CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),

(an officer or agent of the corporate applicant) namely its _____, (list corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

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: _____

EXHIBIT "B"
PRE-BID MEETING AND INSPECTION
HOLD HARMLESS AGREEMENT

Agreement made this _____ day of _____, 2019, by and between _____ (hereinafter "Offeror/Bidder") and the Town of Riverhead, a municipal corporation authorized under the laws of the State of New York, with offices located at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter "Town").

Whereas, The Town of Riverhead seeks proposals for the lease of the Town of Riverhead Landfill for a Renewable Energy Project or for a contract from experienced and qualified energy developers to:

Develop, construct, install, operate and maintain a Renewable Energy Project ("Solar Photovoltaic Energy System" or "Wind Energy Systems") at the Town's Landfill located at Youngs Avenue, Riverhead, NY. The intention of the Town of Riverhead is to enter into a lease agreement with a qualified firm that will development a New Renewable Energy System at the Landfill site; and

Whereas, the Town of Riverhead requires all individuals, firms or organizations seeking to submit a proposal in response to the Request for Proposals (RFP) for Landfill Renewable Energy Project to attend a Mandatory PRE-BID MEETING AND INSPECTION on March 13, 2019 at 9:00 am at the Riverhead Town of Riverhead Town Hall, Town Board Meeting Room, 200 Howell Avenue, Riverhead, New York. Site visit to follow at the Town of Riverhead Landfill, Youngs Avenue, Riverhead, New York; and

Whereas, the Inspection shall require vehicle inspection, as well as inspection on foot and shall require each Offeror/Bidder to traverse the different levels and terrain that comprise the Landfill and the Town of Riverhead wishes to grant access to Offeror/Bidder, for purposes of conducting an inspection which information will be used to assess, design and formulate a proposal to develop, construct, install, operate and maintain a Renewable Energy Project ("Solar Photovoltaic Energy System" or "Wind Energy Electric System") at the Town's Landfill, provided Town of Riverhead is held harmless from any acts of the Town, passive or otherwise, which result in harm or injury to persons or property, including but not limited to death or serious physical injury.

Notwithstanding the aforementioned acknowledgment and representation, it is

NOW, THEREFORE, hereby agreed as follows:

To the fullest extent permitted by law, Offeror/Bidder shall hold harmless the Town of Riverhead, its officials, employees, representatives and/or agents from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss therefrom

regarding inspection and/or any act or activity at the subject property and surrounding area.

Dated: _____
Offeror/Bidder

TOWN OF RIVERHEAD