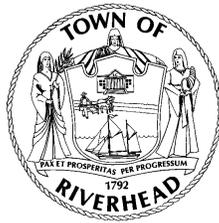


# **Town of Riverhead**

**Suffolk County, New York**

**TOWN OF RIVERHEAD**



## **Request for Proposals/Bids**

**For**

### **Removal/Grinding & Removal of Town Yard Waste On-Site at Young's Avenue Yard Waste Facility (North Side)**

Sealed Proposals Must be Received

In the Office of the Town Clerk

200 Howell Avenue

Riverhead, New York 11901

On or Before 11:00 A.M. on January 31, 2017

## TABLE OF CONTENTS

I.	NOTICE TO BIDDERS .....	1
II.	INSTRUCTIONS TO BIDDERS .....	2-4
III.	SPECIFICATIONS .....	5-17
IV.	BID SHEETS .....	23-31
V.	GENERAL MUNICIPAL LAW SECTION 103-a and 103-b .....	32
VI.	GENERAL MUNICIPAL LAW SECTION 103-d .....	33
VII.	BIDDER QUALIFICATIONS .....	34-38

## 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 **January 31, 2017 at 11 o'clock a.m.**, prevailing time, for:

### REQUEST FOR PROPOSALS/BIDS

The Town of Riverhead is seeking proposals for **REMOVAL/GRINDING & REMOVAL OF TOWN YARD WASTE ON-SITE AT YOUNG'S AVENUE YARD WASTE FACILITY (NORTH SIDE).**

Specifications and guidelines for submission of proposals are available on the Town website at [www.townofriverheadny.gov](http://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 **December 29, 2016.**

Each proposal must be submitted in a sealed envelope clearly marked **"REMOVAL/GRINDING & REMOVAL OF TOWN YARD WASTE ON-SITE AT YOUNG'S AVENUE YARD WASTE FACILITY (NORTH SIDE)"**. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on January 31, 2017.**

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

**BY ORDER OF THE TOWN BOARD**

**TOWN OF RIVERHEAD**

**Diane M. Wilhelm, TOWN CLERK**

## II. INSTRUCTIONS TO BIDDERS

### 1. Request for Proposals

The Town of Riverhead (Town) is a municipality located in Suffolk County, New York with approximately 35,000 residents. The Town owns, operates, and manages a yard waste facility located on the north side of Young's Avenue (Town Yard Waste Facility) which is permitted by the New York State Department of Environmental Conservation (NYS DEC). The Town, permits residents to dispose of yard waste independently and through its residential solid waste contract at the Town's Yard Waste. In addition, the Town, through such other Town related services, collects and stores yard waste at the Town's Yard Waste Facility. The Town has issued this request for proposals for the purpose of obtaining proposals from qualified CONTRACTORS to enter into an agreement with the Town to provide the necessary equipment, labor, fuel and all requisite permits/licenses necessary to either remove (load and remove from site) and/or grind, load and remove from site yard waste debris from the Yard Waste Facility. Due in part to storm damage over past years and increase in amount of yard waste material deposited and stored at the Town's Yard Waste Facility, the Town seeks to enter into an agreement with a qualified bidder licensed and/or permitted to provide necessary and timely services to remove and/or grind and remove the material off-site to an independent/private yard waste storage facility either owned/operated or, by contract, authorized to accept for deposit and storage the yard waste. CONTRACTOR must deposit and store yard waste removed from the Town's yard waste facility to a facility permitted by the NYSDEC. As more fully set forth below, price, equipment necessary to undertake all tasks to complete the contract, licenses/permits related to all tasks, and time parameters are all key components to evaluation of the bid. The Town will consider alternate proposals, including like-kind services or some other cost effective, efficient and timely means to remove the yard waste, however, the Town does not seek to transfer or contract for services to operate the yard waste facility and the Town will not permit the Town's yard waste facility to be used to accept, process, grind yard waste from other sources other than described above (town residents, town storm debris clean up).

## **Preparation, and Presentation of Proposal**

**Proposals must be contained in a sealed envelope marked “REMOVAL/GRINDING & REMOVAL OF TOWN YARD WASTE ON-SITE AT YOUNG’S AVENUE YARD WASTE FACILITY (NORTH SIDE)”.**

**ALL BIDDERS MUST SHCEDULE AN APPOINTMENT WITH CHIEF ENGINEER DREW DILLINGHAM AT (631) 727-3200 EXTENSION 604 TO INSPECT FACILITY AND ESTIMATE/CALCULATE YARD WASTE MATERIAL.**

**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.

## **2. Method of Award**

All proposals will be compared based on the totality of the bidder’s presentation regarding the Removal/Grinding of Town Yard Waste at Young’s Avenue Yard Waste Facility (North Side) Facility. The Town reserves the right to award the Contract to the bidder who, in the Town’s sole determination, offers a proposal that outlines the most efficient and effective plan for the removal or grinding and removal of the yard waste at the Young’s Avenue Yard Waste Facility and that is in the best interests of the Town. As this facility is open to Town residents and Town’s Residential Solid Waste Contractor, the Contractor’s ability to complete removal and/or grinding and removal of the yard waste material in an expeditious manner will be a significant factor in determining the proposal which is in the best interests of the Town.

## **3. Insurance Required by the Town of Riverhead**

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](http://www.wcb.state.ny.us/main/forms).

- A. 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](http://www.wcb.state.ny.us/main/forms).
- B. 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.
- C. 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 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.

#### **4. Town's Reservation of Rights**

The Town reserves all rights with respect to this request for proposals (note, the term "request for proposals" may be used interchangeably with the term "bid" within these specifications), including but not limited to the following:

This request for proposals is not an offer or a binding commitment to Contract on the part of the Town. The Town retains the right to postpone or cancel this request for proposals or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town 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 request for bids, or that contains any other irregularities.

The Town may make such investigation as the Town 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 reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by resolution and letter, officially notify the successful bidder of said acceptance and the bid shall serve as the Contract.

If the successful bidder refuses, fails, or neglects to provide evidence of required insurance or any other documentation required by the Town within five (5) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town 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 bid in response to this request for bids or otherwise in connection with this bid or its modification, postponement, or cancellation. All bid proposals become the property of the Town upon submission.

### III. SPECIFICATIONS

#### 1. Summary

The Town of Riverhead ("Town") owns and maintains a yard waste facility for the use by Town residents. The yard waste drop-off is not available to business or commercial entities. Residents may drop off loose (not bagged) yard waste including grass, leaves, brush, logs, and branches and the Town, through its residential solid waste contract and/or related to other town services, disposes yard waste at this site. At this time, the Town seeks services of a Contractor to provide the necessary equipment, labor, and fuel to remove, grind and remove yard waste debris from the Young's Avenue Yard Waste Facility.

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

**PLEASE NOTE:** All Bidders must schedule an appointment with Chief Engineer Drew Dillingham at (631) 727-3200 extension 604 to inspect facility and estimate/calculate yard waste material.

**PLEASE NOTE:** All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 262, and **must be received by no later than 11:00 am: January 12, 2017.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the request for bids and provided to all those who request or had previously received a copy of the bid.

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

#### 2. General Conditions

- A. Prime Responsibility: The selected Contractor (also referred to as "Bidder" or "Offeror") 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 will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- B. Assurance: Any contract awarded under this bid/contract 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 Contractor 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, including prevailing wage.
- C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the 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. 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.
- E. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts 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 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 reserves the right to:
- Request clarification of any submitted information;
  - Not enter into any agreement;
  - Not to select any Offerors;
  - Amend or cancel this process at any time;
  - Negotiate a multi-year contract or a contract with an option to extend the duration;
  - Award more than one contract if it is in the best interest of the Town; and/or
  - Issue similar request for bids in the future.

H. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in "II" Subsection "3" above: 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.

I. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

**DEFINITIONS:** Whenever in the Request for Proposals the following terms are used, the intent and meaning shall be interpreted as follows:

**CONTRACT:** The bid proposal submitted by Contractor and accepted/awarded by resolution of the Town Board covering the performance of the service and the furnishing of labor, materials, fuel, supervision and equipment in the performance of the service. The Contract shall include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

**CONTRACTOR:** Business entity, organization or individual(s) that have entered into a Contract agreement with the Town of Riverhead.

**DEPARTMENT:** The Town Engineering Department for the Town of Riverhead.

**YARD WASTE:** All loose yard waste, including grass clippings.

**TOWN:** The Town of Riverhead

## **1.0 INTRODUCTION**

The TOWN is seeking a qualified CONTRACTOR to enter into an agreement with the Town to provide the necessary equipment, labor, and fuel to remove or grind and remove yard waste debris from the Young's Avenue Yard Waste Facility. The selected CONTRACTOR shall provide the services consistent with the goals (Section 1.1) and the performance specifications (Section 1.2) of this Request for Proposals:

### **1.1 Goals**

The goal of Young's Avenue Yard Waste Facility is provide the means for collecting yard waste from TOWN residents and to recycle and dispose the material in a safe and environmentally responsible way. The Town has issued this request for proposals for the purpose of obtaining proposals from qualified CONTRACTORS to enter into an agreement with the Town to provide the necessary equipment, labor, fuel and all requisite permits/licenses necessary to either remove (load and remove from site) and/or grind, load and remove from site yard waste debris from the Yard Waste Facility. Due in part to

storm damage over past years and increase in amount of yard waste material deposited and stored at the Town's Yard Waste Facility, the Town seeks to enter into an agreement with a qualified bidder licensed and/or permitted to provide necessary and timely services to remove and/or grind and remove the material off-site to an independent/private yard waste storage facility either owned/operated or, by contract, authorized to accept for deposit and storage the yard waste. CONTRACTOR must deposit and store yard waste at a facility permitted by the NYSDEC. As more fully set forth below, price, equipment necessary to undertake all tasks to complete the contract, licenses/permits related to all tasks, and time parameters are all key components to evaluation of the bid. The Town will consider alternate proposals, including like-kind services or some other cost effective, efficient and timely means to remove the yard waste.

## **1.2 Scope of Work**

**1. Performance Specifications:** The Town will accept one, more than one, or alternate proposals to accomplish the goals identified above. A bidder may elect to offer a bid on one (i.e. Bid One-Removal only no grinding required simply services required to load, remove, transport to a NYS DEC licensed yard waste facility), more than one, or offer alternate proposal. Notwithstanding the above, all proposals, including alternate proposals must address price, start date and estimated time to complete all tasks. In addition, all bidders must comply with the specifications below:

- a. Hours of Operation: All work shall be conducted during weekdays (Monday through Friday) between the hours of 7:00 am and 3:30 pm. In the event that work at the site is not completed by the close of business (3:30 p.m.), the Chief Engineer or his designee shall be authorized to extend the time but in no event shall Contractor conduct operations to load, grind, or movement of material after 5:00 pm.
- b. The Contractor shall provide all equipment necessary to complete the tasks bid upon by Contractor. To the extent that the Contractor submitted a proposal to grind and remove, Contractor shall utilize a wood grinding machine capable of processing a minimum of 800 cubic yards of material per eight hour day (100 cubic yards per hour) and a rubber tire loader of sufficient size to move the yard waste to the wood grinder and relocate the chipped material to an area of the site designated by the Chief Engineer or his designee. Contractor shall provide a rubber tire loader of sufficient size to load the yard waste minimum of 20 yard dump truck.
- c. Grinding and Screening Technique: The contractor shall grind or \*preferably double grind (material shall be processed/passed through the grinder twice) the yard waste and screened such that the material/mulch is ground into acceptable size chips as designated by the Chief Engineer or his designee. The Town recommends that the screens on the grinder shall be one and one half (1 ½) inches and no greater than two (2) inches. The Town prefers double ground material due to the size, ability to better integrate into soil, and ability for reuse. The Chief Engineer may request a sample of all materials and in his sole discretion determine if a single ground sample or double ground sample meets the performance specifications that are in the best interests of the Town.

- d. Grinding and Loading Equipment: The Contractor shall utilize a wood grinding machine capable of processing a minimum of 800 cubic yards of material per eight hour day (100 cubic yards per hour). In addition, the Contractor shall utilize a rubber tire loader of sufficient size to move the yard waste to the wood grinder and relocate the chipped material to an area of the site designated by the Chief Engineer or his designee.
- e. Debris: All debris not suitable for grinding, if any (please see and complete appropriate portion of bid sheet) will be removed from the yard waste and set aside in a location designated by the Chief Engineer or his designee. The Town of Riverhead will not be responsible for any damage to the CONTRACTOR'S equipment due to inadequate removal of debris prior to grinding.
- f. Equipment Failure or Malfunction/Failure to Operate: If the proposal includes a price per day for grinding and the Town selects the option to pay per day for such grinding event and contractor's machines are not operating due to equipment failure or malfunction, machine maintenance, lack of personnel to operate the machine, inclement weather, act of God or any other reason, Contractor shall not be entitled to receive compensation for such "down time" and instead the Town shall deduct any and all down time hours, said down time hours to be prorated on an hourly basis based upon the daily rate per day. If the proposal includes a price per 3 day event, weekly, or continuous grinding event and the Town selects the option to pay for 3 day, weekly or one continuous grinding event (grinding all the material day to day until completion) and contractor's machines are not operating due to equipment failure or malfunction, machine maintenance, lack of personnel to operate the machine, inclement weather, act of God or any other reason, Town may terminate the contract and contractor only be entitled to the per day rate less any and all down time hours, said down time hours to be prorated on an hourly basis based upon the daily rate per day.
- g. Monitor/Record of Operation: A daily log of machine operating times shall be maintained by the Contractor and/or Contractor's employee/equipment operator and submitted to the Chief Engineer or his designee for approval and signature, together with the Authorization to Grind Form indicating volume of material and same shall serve as the basis for payment by the Town.
- h. Site Security: The Town's North Side Yard Waste Facility is fenced with a locking gate. The Contractor's equipment may be left overnight at the Facility, however, the Town assumes no responsibility for Contractor's equipment.
- i. Grinding Event: The Chief Engineer or his designee will determine when a grinding event is required at the site. A grinding event shall be defined as the grinding of all yard waste present at the site prior to beginning grinding.
- j. Notification of Grinding Services: The Chief Engineer or his designee will notify the contractor when a grinding event is required or in the alternative, if the Town determines that it is in the best interests of the Town to retain the contractor for one continuous grinding event (grinding all the material day to day until

completion), the Chief Engineer or his designee will notify contractor of start date. The CONTRACTOR will begin work no less than 5 days and no more than 10 days from the date of notification.

- k. Schedule to Load, Haul or Grind: The CONTRACTOR will provide the Chief Engineer or his designee with written notice of the scheduled start date at least 5 days prior to the loading, hauling or grinding event to allow the Engineering Department sufficient time such that, if required.
- l. Measurement of Material: **ALL BIDDERS MUST SCHEDULE AN APPOINTMENT WITH CHIEF ENGINEER DREW DILLINGHAM AT (631) 727-3200 EXTENSION 604 TO INSPECT FACILITY AND ESTIMATE/CALCULATE YARD WASTE MATERIAL.** To the extent that the proposal seeks payment based upon number of cubic yards either removed or subject to grinding, then the method of measurement of the mulch pile will be to measure the length, width and height of the finished mulch pile and calculate the volume of pile based on its geometry. The CONTRACTOR and Chief Engineer or his designee will document the volume, based on the above methodology and record same.

All yard waste shall be transported to a registered/licensed NYSDEC approved site for the deposit and/or storage of yard waste and related debris, including but not limited to grass clippings, stumps, leaves, branches and garden waste. CONTRACTOR must provide the Town of Riverhead with the name of the dump site and NYSDEC license number. Note, if the CONTRACTOR is not identified as applicant/licensee/permittee on the NYSDEC approved site, CONTRACTOR must provide the Town of Riverhead with evidence of permit/approval/contract to use the NYSDEC licensed dump site; The Town of Riverhead will not be responsible for any damage to the CONTRACTOR'S equipment or vehicles related to services required for pickup and removal (transport).

## 2.0 EXPERIENCE

The Town expects the CONTRACTOR to have experience and be qualified to: grind, haul; transport; collect; and, dispose of yard waste. In addition, CONTRACTOR shall be licensed to operate as an approved Solid Waste facility. In the event the CONTRACTOR is not authorized/licensed/permited as may be required by NYSDEC to provide all of the services set forth above, CONTRACTOR may be deemed eligible or qualified provided CONTRACTOR provides proof of a contract with a firm or company authorized/licensed/permited by the NYSDEC to undertake that portion of the services the CONTRACTOR is not otherwise qualified.

## 3.0 REFERENCES

References shall be provided for all relevant contracts for the past three (3) years. The TOWN reserves the right to check the references provided. References shall include the following:

- Name of the project;
- Dates of the engagement;
- A brief description of the nature of the engagement and the specific role of the CONTRACTOR;
- A brief description of the results achieved;
- Client and reference contact information (names of contact persons and current phone numbers) are required.

#### **4.0 STATEMENT OF OMISSIONS OR DEVIATIONS FROM THE RFP**

For each task proposed in the Scope of Services, a full description should be provided of any omissions or deviations from the requirements set forth for that task in the RFP and the reasons why said omissions or deviations are in the best interest of the TOWN. If there are no omissions or deviations from the RFP for any respective task, PROPOSERS shall state the following for each task: "For task (task number/letter), the proposal contains no omissions or deviations from the RFP." Additionally, the PROPOSER is not required to do so, but may choose to list and explain any additional tasks, which are proposed or recommended along with the associated budget, deliverables, and timetable to be undertaken, but which are not specified in the Scope of Work. Any additional tasks should be clearly delineated and cost estimates presented separately so that the TOWN may consider the value added and distinguish such tasks from the required tasks of the RFP.

#### **5.0 INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

#### **6.0 LICENSES AND PERMITS**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York and shall transport and deposit the yard waste to a NYSDEC approved site. In the event the NYSDEC issues a violation for the CONTRACTOR'S yard waste site or terminates permit or license for site, the Town reserves the right to terminate the contract effective immediately. The Town of Riverhead will not be held responsible for any violations and/or fines relative to any clean-up or other use at the facility or any facility used to accept and store the yard waste.

#### **7.0 INSURANCE REQUIREMENTS**

The 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 Office of the Town Attorney. "Accord" or other blank certificates may not be acceptable. The Town 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. 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 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 Contract as follows:

Automobile Liability: (If any vehicles are used by the Contractor in the performance of this Contract).

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.

General Liability:

Form: Commercial General Liability 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.

Workers' Compensation:

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

The Town will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Contract. Subcontractors shall adhere to the above.

The Town 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:

- Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- Location of work described shall be inclusive of the location of the work provided under this project.
- 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.

## **8.0 NOTICE**

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

**Engineering Department**  
**Attention: Drew Dillingham, Town Engineer**  
**1295 Pulaski Street**  
**Riverhead, NY 11901**

## **9.0 SUBMISSION OF THE PROPOSAL**

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.

## **10.0. BID AWARD**

The Town of Riverhead will be ranking PROPOSALS based upon their “total value” to the TOWN. At a minimum, each PROPOSAL will be reviewed and ranked based upon past performance, technical proposal, innovative community outreach or benefit (job creation) yard waste management, and PROPOSAL cost/reimbursement. The TOWN reserves the right to exercise its best judgment in the evaluation of all PROPOSALS. All respondents will be advised of the final determination of the TOWN in writing. The TOWN will not be responsible for any difficulties or costs associated with the preparation or delivery of PROPOSALS, whether accepted or rejected by the TOWN. The TOWN reserves the right to accept or reject any or all PROPOSALS and to further negotiate with any qualified PROPOSER. The TOWN may enter into an agreement on the basis of the PROPOSAL at any time within 180 days after the date the PROPOSALS are due. If no CONTRACT is awarded within 180 days after the date the PROPOSALS are due, any PROPOSER may withdraw its PROPOSAL. No PROPOSAL submitted may be withdrawn prior to such time without the written consent of the TOWN. The TOWN reserves the right to withdraw this RFP or not award a contract at any time. All submitted copies of proposals shall become the property of the TOWN.

### **11.0 GENERAL INFORMATION**

Upon award and execution by the TOWN, the TOWN and the PROPOSER shall enter into a CONTRACT under which the CONTRACTOR will provide the services specified in this RFP.

### **12.0 CONTRACT TERM**

Upon completion of the evaluation of the proposals received in response to this solicitation, the TOWN shall execute CONTRACT(S) with one or more CONTRACTOR(S). The term of the CONTRACT shall be for two years commencing on the executed and stipulated start date.

### **13.0 PROPOSAL PREPARATION COST**

The TOWN shall accept no responsibility for the cost of preparing or shipping submitted proposals.

### **14.0 PUBLIC RECORD**

All PROPOSALS submitted in response to the RFP shall become a matter of public record at the time of an award of bid or after expiration of 180 days from date proposals are due, whichever is sooner.

### **15.0 KEY PERSONNEL**

Both the TOWN and each CONTRACTOR shall designate Key Personnel as described below and shall notify one another of these designations. All notices regarding changes in key personnel shall be made in writing and may be given by personal delivery or by mail to the designated contact person designated by the TOWN and each

CONTRACTOR. All notices sent by mail should be registered or certified and sent to the designated contact person for each party.

### **16.1 CONTRACTOR'S Key Personnel**

CONTRACTOR shall designate, as part of its submittal, the Project Manager and the Project Administrator to be assigned to the TOWN'S Yard Waste Facility. CONTRACTOR shall identify its contact person for the purpose of this CONTRACT in their response to the RFP.

### **16.2 TOWN'S Key Personnel**

The TOWN shall designate the Town Engineer to represent the TOWN in all matters within the scope of this CONTRACT relating to the conduct and approval of the work to be performed.

### **16.3 Rights Reserved by the TOWN**

This RFP does not obligate the TOWN or any of its offices or departments to accept any proposal, negotiate with any CONTRACTOR, award a contract, or proceed with the development of any project proposed in response to this RFP. The TOWN reserves the right, at its discretion, to take whatever actions that are in the best interest of the TOWN.

The TOWN further reserves the right to:

- Revise this RFP prior to award of contract.
- Request additional information and /or clarification from the CONTRACTOR.
- Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
- Issue additional solicitations for proposals.
- Extend proposal submission deadlines.
- Review the merits of each submitted proposal.
- Short list any or all proposals and schedule presentations.
- Further negotiate with the PROPOSERS on any proposal item or for amendments or other modifications to their proposals to the extent deemed to be in the best interests of the TOWN.
- Evaluate proposals based upon criteria as deemed appropriate by the TOWN, even if such criteria are not mentioned in the RFP.
- Reject any or all proposals, or request clarification of submitted proposal.
- Select and enter into a CONTRACT with the CONTRACTOR who, in the TOWN's sole judgment, is/are the most responsive to the RFP and whose Proposal most likely meets the TOWN's goals, budgets and time lines.
- Award, at its discretion, multiple personal services CONTRACTS to more than one CONTRACTOR to perform various aspects of the program.
- Enter into a CONTRACT different from those described in this RFP.

### **17.0 PUBLIC RELATIONS**

The Town Engineering Department shall share oversight with the Office of the Supervisor of all public relation aspects of this CONTRACT. It will be the responsibility of the CONTRACTOR, as well as the Town staff, to coordinate with the Office of the Supervisor all public relation activities, which are defined as any activity or activities and/or communication or communications involving contact with the public. These activities may include coordinating with community groups; arranging community meetings; media outreach, including the preparation and placement of educational materials, directions for disposal of yard waste, and/or paid advertising; and preparing printed literature for public dissemination.

## **18.0 SIGNED STATEMENT**

Each PROPOSAL shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not collusive, nor made in the interest or in behalf of any person herein named; the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a bid, or any other person, firm or corporation to refrain from submitting a proposal; and the PROPOSER has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER.

## **19.0 CONFLICT OF INTEREST**

A conflict of interest situation may disqualify an organization. All organizations shall state the names of entities or persons associated with the PROPOSER who may have a conflict of interest or appearance of a conflict of interest with the TOWN. Details of the potential conflict of interest must also be included in the statement.

## **20.0 OTHER REQUIREMENTS**

Proposals should also include the following:

**20.1** Brief statement as to the firm's particular abilities and qualifications related to this project.

**20.2** Discuss the various local and state business permits your company is required to hold, as well as any certifications you have obtained. Confirm that your company possesses these required permits, or that your company has the ability to obtain such permits.

**20.3** Confirm that your company is certified to handle the operation of a yard waste facility and that your current practices are in compliance with the NYS Department of Environmental Conservation and any such other state, county, local regulations applicable to yard waste collection and disposal. Please provide ID and Permit #s in addition to your explanation.

**20.4** Explain any additional value-added services your company offers.

**20.5** Prior to contract, the winning firm will be required to provide a list of municipalities in New York State and other states for which the firm has provided similar services in the last three years.

**20.6** Prior to contract, the winning firm will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the Town. The Town's insurance requirements are set forth above.

**20.7** Information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to the provision of Yard Waste services provided by the firm or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.

## **21.0 INDEMNIFICATION**

### General Indemnification:

**21.1** By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

**TOWN OF RIVERHEAD  
PROPOSAL FOR OPERATION OF YOUNG'S AVENUE YARD WASTE FACILITY**

The undersigned has read, understands, and affirms his compliance with the requirements contained in the Request for Proposals. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

The proposal consists of this cover page and the following attachments:

Name and Address of Firm:

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Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

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Signature of Authorized Representative:

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## AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Name/Title of Procurement Contract Related to Offer: \_\_\_\_\_

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

Date: \_\_\_\_\_ 2016

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 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 contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the 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 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 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. BID

**PROPOSAL BID SHEET**

**TOWN OF RIVERHEAD  
PROPOSAL FOR YOUNG'S AVENUE YARD WASTE FACILITY**

**(If Contractor seeks to submit more than one proposal simply use additional bid sheets labeled "Second Proposal Bid Sheet"/ "Third Proposal Bid Sheet" annexed hereto for your convenience.)**

**1. Description of Services (i.e. load, removal, and transport; grind, load, removal and transport, or alternate proposal):**

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(a). Estimate total # cubic yards to be removed from Town Yard Waste Facility  
:\_\_\_\_\_

(b). Identify total # cubic yards \*if any that Contractor is unable to remove from the Town Yard Waste Facility:\_\_\_\_\_ and brief description of why Contractor is unable to remove this yard waste (i.e. size, type, unable to grind...)

(c). Identify date Contractor is available to commence services described above:\_\_\_\_\_

(d). Identify the number of days the Contractor shall be on site (Town Yard Waste Facility) necessary to complete removal of all yard waste debris identified in 1 (a) above:\_\_\_\_\_

(e). Identify estimated final completion date:\_\_\_\_\_

**2. Describe Cost/Fee for Services Described Above.**

\*Please be certain to describe cost/fee either as either per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion:\_\_\_\_\_.

Note, all costs related to containers, collection, transport, separation, use of equipment, fuel, labor are to be included and incorporated into the cost per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion, as the case may be. The Town shall not be responsible for any other costs to perform the tasks identified in the Request for Proposals.

**3. Equipment:**

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

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

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

**4. Permits/licenses**

A copy of ALL permit/licenses required to complete the Scope of Services/Description of Services must be annexed to bid.

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

**5. Company information**

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

contact and/or main office.

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b. Identify the facility that CONTRACTOR shall transport all yard waste and related material to, together with NYSDEC permit/licensee # for the facility:

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c. Identify the key personnel who will be, or may be, involved in the pick up and removal of yard waste, their roles, and their experience.

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d. References:

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DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**IV. BID**  
**Second Proposal Bid Sheet**  
**PROPOSAL FOR YOUNG'S AVENUE YARD WASTE FACILITY**

**1. Description of Services (i.e. load, removal, and transport; grind, load, removal and transport, or alternate proposal):**

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(a). Estimate total # cubic yards to be removed from Town Yard Waste Facility  
:\_\_\_\_\_

(b). Identify total # cubic yards \*if any that Contractor is unable to remove from the Town Yard Waste Facility:\_\_\_\_\_ and brief description of why Contractor is unable to remove this yard waste (i.e. size, type, unable to grind...)

(c). Identify date Contractor is available to commence services described above:\_\_\_\_\_

(d). Identify the number of days the Contractor shall be on site (Town Yard Waste Facility) necessary to complete removal of all yard waste debris identified in 1 (a) above:\_\_\_\_\_

(e). Identify estimated final completion date:\_\_\_\_\_

**2. Describe Cost/Fee for Services Described Above.**

\*Please be certain to describe cost/fee either as either per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion:\_\_\_\_\_.

Note, all costs related to containers, collection, transport, separation, use of equipment, fuel, labor are to be included and incorporated into the cost per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion, as the case may be. The Town shall not be responsible for any other costs to perform the tasks identified in the Request for Proposals.

**3. Equipment:**

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

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

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**4. Permits/licenses**

A copy of ALL permit/licenses required to complete the Scope of Services/Description of Services must be annexed to bid.

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

**5. Company information**

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

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b. Identify the facility that CONTRACTOR shall transport all yard waste and related material to, together with NYSDEC permit/licensee # for the facility:

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c. Identify the key personnel who will be, or may be, involved in the pick up and removal of yard waste, their roles, and their experience.

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d. References:

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DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

IV. BID

**Third Proposal Bid Sheet**  
**PROPOSAL FOR OF YOUNG'S AVENUE YARD WASTE FACILITY**

1. Description of Services (i.e. load, removal, and transport; grind, load, removal and transport, or alternate proposal): \_\_\_\_\_

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(a). Estimate total # cubic yards to be removed from Town Yard Waste Facility  
:\_\_\_\_\_

(b). Identify total # cubic yards \*if any that Contractor is unable to remove from the Town Yard Waste Facility:\_\_\_\_\_ and brief description of why Contractor is unable to remove this yard waste (i.e. size, type, unable to grind...)

(c). Identify date Contractor is available to commence services described above:\_\_\_\_\_

(d). Identify the number of days the Contractor shall be on site (Town Yard Waste Facility) necessary to complete removal of all yard waste debris identified in 1 (a) above:\_\_\_\_\_

(e). Identify estimated final completion date:\_\_\_\_\_

**2. Describe Cost/Fee for Services Described Above.**

\*Please be certain to describe cost/fee either as either per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion:\_\_\_\_\_.

Note, all costs related to containers, collection, transport, separation, use of equipment, fuel, labor are to be included and incorporated into the cost per cubic yard, daily rate, three day rate, weekly rate or total fee for all services from date of commencement to date of completion, as the case may be. The Town shall not be responsible for any other costs to perform the tasks identified in the Request for Proposals.

**3. Equipment:**

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

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

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**4. Permits/licenses**

A copy of ALL permit/licenses required to complete the Scope of Services/Description of Services must be annexed to bid.

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

**5. Company information**

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

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b. Identify the facility that CONTRACTOR shall transport all yard waste and related material to, together with NYSDEC permit/licensee # for the facility:

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c. Identify the key personnel who will be, or may be, involved in the pick up and removal of yard waste, their roles, and their experience.

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d. References:

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DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

\*Contractor may attach additional sheets to describe services or provide the Town of Riverhead with information responsive to this Request for Proposal. (Please number, date and sign all pages.)

**V. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**

**GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or 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 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 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 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: \_\_\_\_\_

**VI. 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 contractor is a corporation.

## VII. 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:

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2. Main Office  
Address:

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3. When Organized:

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4. If a Corporation, Indicate State Incorporated In:

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5. **NAME OF PARTNERS**

**HOME ADDRESS OF PARTNERS**

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

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If Bidder is a CORPORATION, complete the information below:

Name and Address of President:

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Name and Address of Vice President:

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Name and Address of Secretary:

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6. Does any other 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:

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Address:

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**Section B.**

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

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Amount of Contract:

Date Completed:

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**Section C.**

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_

2. Have you ever defaulted on a contract? Yes/No \_\_\_\_ If yes, state where and why:

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

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

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

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

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6. Who will personally supervise this contract?

Name and Phone Number

Title

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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

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

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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).

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11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the 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: \_\_\_\_\_