

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

**SLUDGE CAKE REMOVAL
GRIT AND SCREENINGS REMOVAL**

BID SPECIFICATIONS

General Scope of Work:

The contractor shall collect sludge cake and grit/screenings at the plant and transport same to a fully licensed and permitted sludge cake and grit/screenings disposal facility for disposal.

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

The analysis of the material is attached as Exhibit A.

Time of Performance:

The contractor shall cause trucks and operators to arrive at the plant within 24 hours of telephone notice by the Superintendent to remove roll-off and install an empty roll-off in its place.

Equipment:

A roll-off of not less than twenty cubic yards shall be placed at the plant as shown in diagram, Exhibit B. Contractor shall remove roll-offs when filled and replace with empty containers. No roll-offs shall be stored at the plant. All roll-offs shall be leak-free and have a rear splash plate of no less than 48". Roll-offs shall have two rear working wheels.

Liquidated Damage:

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

Contractor Responsible for Ultimate Disposal:

Upon initial removal of sludge cake and grit/screenings, contractor shall be responsible for the ultimate disposal of the sludge cake and grit/screenings at a facility which is fully licensed and fully permitted to accept and ultimately dispose of sludge cake and grit/screenings.

Payment Requisition:

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

Term of Bid:

The price bid shall remain in effect for twenty-four (24) months from the date of award. However, the District reserves the right to cancel service under this bid upon 30 days written notice to bidder. Bid term may be extended two times at 1 year intervals at the Town's option.

No Minimum/ No Guarantee:

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

Disposal to Licensed Facility Only:

Bidder shall promptly deliver the sludge cake or grit/screenings removed to a licensed facility for final disposal. Bidder shall file copies of the permits under which such facility operates with the Superintendent and any renewals, changes or modifications thereof.

Applicable Regulations:

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

Container to be Removed and Replaced:

Bidder shall remove container when filled within 24 hours of Superintendent's telephone request. No container, other than one actually in use, may be stored at the plant.

Dated: April 17, 2018

INSTRUCTION TO BIDDERS

1. Receipt and Opening of Bids

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

2. Form, Preparation and Presentation of Proposal

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

3. Bid Security

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

4. Qualifications of Bidders

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

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

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

5. **Rejection of Bids**

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

6. **Bidders Responsibility**

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

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

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

7. Construction Terms and Conditions

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

8. Security for Faithful Performance and Maintenance

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

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

9. Foreign Contractors

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

10. Lien Law

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

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

11. **Subcontractors and Assignment**

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

12. **Addenda and Interpretations**

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

13. **Liquidated Damages**

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

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

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

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

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

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

15. **Method of Award**

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

16. **Time for Completion**

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

17. **Payments**

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

18. **Labor Law**

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

19. **Wage Rates**

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

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

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

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

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

PROPOSAL FORM

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

**PROPOSAL
FOR**

**TOWN OF RIVERHEAD SEWER DISTRICT AND RIVERHEAD SCAVENGER
WASTE DISTRICT REMOVAL AND DISPOSAL OF SLUDGE CAKE AND
GRIT/SCREENINGS**

Town of Riverhead
Riverhead, NY

Gentlemen:

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

PROPOSAL FORM

The following is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the _____ day of _____,
_____.

(Seal of Corporation)

Secretary

Legal name of person, firm or corporation making this bid:

Dated: _____

(Bidders Seal)

NOTES:

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately there under as _____, Partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement which follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Sewer District Superintendent's computation of extensions and totals will govern.

PROPOSAL FORM

STATEMENT OF NON-COLLUSION

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; providing however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule,

regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**TOWN OF RIVERHEAD SEWER DISTRICT AND SCAVENGER WASTE DISTRICT
REMOVAL AND DISPOSAL OF SLUDGE CAKE AND GRIT/SCREENINGS**

Name of Bidder: _____

Address of Bidder: _____

Signed By: _____

Title: _____

Date: _____

Price per Gallon: _____
(Words)

Price per Gallon: _____
(Dollars \$)

Total amount bid for 24 months at the estimated 1,500 tons per year:

(Words)

(Dollars \$)

PROPOSAL FORM

BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF)

That in connection with the above bid or contract of

I _____ the
*(applicable herein, (an officer or agent of the corporate applicant, namely its
_____), swears or affirms under the penalties of perjury) that no other person
will have any direct or indirect interest in this proposal except
_____ (in case of a corporation, all officers of the corporation and
stockholders owning more than 5% of the corporation stock must be listed. Use attached sheet if
necessary).

That *(none of the officers or stockholders are) related to any officer or employee of the Town of
Riverhead except _____.
That there is not any state or local officer or employee or a member of a board of commissioners
of a local public authority or other public corporation within the county (executive of a volunteer
fireman or civil defense volunteer) interested in such application.

Sworn to before me this _____
Day of _____, 20_____.

* Cross out phrase not appropriate.

**NOTE: It is not forbidden that individuals working for the Town of Riverhead or other
municipality bid on contracts but only that such interest be revealed when they do bid.**

PROPOSAL FORM

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

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

Signature of person, firm or corporation making this proposal:

(Contractor)

(Title)

P.O. Address: _____

Phone No.: _____ Dated: _____

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

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

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

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

PROPOSAL FORM

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK)
) ss:
COUNTY OF)

_____, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein state are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Public)

FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM

STATE OF NEW YORK)
) ss:
COUNTY OF)

_____, being duly sworn, deposes and says: I am a member of _____, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein state in all respects are true.

(Signature of person who signed bid)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Public)

PROPOSAL FORM

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF)

_____, being duly sworn, deposes and says: I am
the _____ of _____
the above named corporation, whose name is subscribed to and which executed the foregoing
bid. I reside at _____ in the _____ of
_____, State of _____. I have
knowledge of the several matters therein state and they are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before me this
_____ day of _____, 20_____.

(Notary Public)

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 A

EXHIBIT B