

Company Name _____



TOWN OF RIVERHEAD

Sean M. Walter, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID # _____

BID FOR: ONSITE GRINDING OF TOWN YARD WASTE

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

____ (____) _____
DATE PHONE NUMBER

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened at 11:10 am on December 29, 2014 and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD
BID SPECIFICATION**

ONSITE GRINDING OF TOWN YARD WASTE

I. General Description of Project

The Town of Riverhead (“Town”) provides a yard waste “drop-off” location to Town residents at the Town’s Yard Waste Facility. Note, 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. Depending on the rate of incoming material, the Town will periodically request the services of the CONTRACTOR to provide the necessary equipment and labor to reduce the volume of the yard waste.

II. General Scope of Services

CONTRACTOR shall provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely double grind and screen the yard waste into mulch at the following site:

TOWN OF RIVERHEAD
Yard Waste Facility (“Facility”)
Youngs Avenue
Riverhead, NY

1. Performance Specifications:

- a. Grinding and Screening Technique: The contractor shall 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 Sanitation Superintendent 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.
- b. 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 Sanitation Superintendent or his designee.

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- c. Debris: All debris not suitable for grinding will be removed from the yard waste and set aside in a location designated by the Sanitation Superintendent 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.
- d. Hours of Operation: All work shall be conducted during weekdays (Monday through Friday) between the hours of 8:30 a.m. and 4:30 p.m. In the event that work at the site is not completed by the close of business (4:30 p.m.), the Sanitation Superintendent or his designee shall be authorized to extend the number of days but in no event shall Contractor exceed three consecutive days of grinding at the site except in the case of an emergency or act of God.
- e. Equipment Failure or Malfunction/Failure to Operate: In the event that the 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.
- f. 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 Sanitation Superintendent 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.
- g. Site Security: The Town's 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.
- h. Grinding Event: The Sanitation Superintendent 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. However, in order to accommodate the public during periods of grinding the Sanitation Superintendent or his designee may accept additional small quantities of yard waste at the site entrance and deliver the accepted yard waste to the yard waste pile for grinding.

Company Name _____

- i. Notification of Grinding Services: The Sanitation Superintendent or his designee will notify the contractor when a grinding event is required. The CONTRACTOR will begin work no less than 10 days and no more than 20 days from the date of notification.
- j. Schedule to Grind: The CONTRACTOR will provide the Sanitation Superintendent or his designee with written notice to the of the scheduled start date at least 10 days prior to the grinding event to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for grinding and/or availability of mulch.
- k. Measurement of Material: 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 Sanitation Superintendent or his designee will document the volume, based on the above methodology and record same on an Authorization to Grind Form (attachment A). A completed Authorization to Grind Form will accompany each invoice for payment.

2. Payment:

The CONTRACTOR shall receive payment based upon a daily rate or three-day rate. No other claims for compensation will be considered by the Town. This Contract will cover up to 15 grinding days over the course of the contract.

III. General Bid Specifications

1. Bid Criteria

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead marked **“ONSITE GRINDING OF TOWN YARD WASTE”** and received no later than **11:15 am on December 29, 2014** at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

Company Name _____

2. Bid Modifications

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

3. Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

4. Bid Expiration Date

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

5. Non-Conforming Bids

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

6. Sub-Contracting

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

7. Discrepancies and Omissions

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation,

Company Name _____

will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

8. Town's Right to Reject Bids

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

9. Town's Right to Cancel Solicitation

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

10. Notification of Withdrawal of Bid

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

11. Exceptions to the Bid Specifications

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

12. Award of Contract

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

Company Name _____

13. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed 1 one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

14. Independent Contractors

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

15. Licenses and Permits

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

16. Notice

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

Sanitation Superintendent
200 Howell Avenue
Riverhead, NY 11901

17. Indemnification

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its

Company Name _____

agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

iii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

IV. Required Information for Submission of Bid Proposal

The following information shall be provided in each bid in the order listed below. The bid proposal must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

Date: _____

Signature: _____

Title: _____

Company Name _____

V. BID
ONSITE GRINDING OF TOWN YARD WASTE
TOWN OF RIVERHEAD
BID SHEET

1. Company information:

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

b. Identify the principals who will be, or may be, involved in the yard waste grinding projects, their roles, and their experience.

c. 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 grinding services.

Equipment (Identify each piece of equipment and include information regarding B(1) and (2) above regarding volume per hour screen i.e. 1", 1 1/2", 2"):

Personnel: _____

Company Name _____

2. Insurance:

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

(Please annex proof of insurance.)

3. Bid Amount:

- a. COST PER DAY FOR GRINDING \$ _____
- b. COST PER THREE DAY OF GRINDING \$ _____

Note, all costs to locate equipment to site, remove equipment from the site, fuel, and labor are to be included and incorporated into the daily rate and three day rate. The Town shall not be responsible for any other costs to perform the tasks identified in the Bid Specifications.

DATE: _____

SIGNED: _____

TITLE: _____

Company Name _____

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **ONSITE GRINDING OF TOWN YARD WASTE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:10 am on December 29, 2014** at which time they will be publicly opened and read aloud.

Bid specifications, may be examined and/or obtained beginning **December 11, 2014** by visiting the Town of Riverhead website at www.townofriverheadny.gov and click on Bid Requests.

Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope bearing the designation "**ONSITE GRINDING OF TOWN YARD WASTE**". The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk by the date and time so specified.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

Diane M. Wilhelm, Town Clerk

NON-COLLUSIVE CERTIFICATE

Company Name _____

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)
(TITLE)

Address: _____

Sworn to before me this

day of _____, 2014

Notary Public

Company Name _____

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER : _____

ADDRESS: _____

CONTACT PERSON: _____

DATE: _____

SIGNATURE OF AGENT/DEALER: _____

Company Name _____

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: _____