



# TOWN OF RIVERHEAD

*Laura Jens-Smith, Supervisor*  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

BID # \_\_\_\_\_

## **BID FOR: COLLECTION AND RECYCLING OF ELECTRONIC WASTE**

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

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

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

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

E-MAIL ADDRESS: \_\_\_\_\_

In compliance with your advertisement for bids to be opened at **11:00am on August 30, 2019** 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**

**COLLECTION AND RECYCLING OF ELECTRONIC WASTE**

**I. General Description of Project**

The Town of Riverhead seeks to expand its efforts to recover and reuse recyclable materials to protect and enhance the Town’s physical environment and promote the health and safety of persons and property within the Town. This request for bids seeks to address the growing nationwide problem of e-waste, such as computers, cell phones, pagers and VCRs which not only have a low level of biodegradability, but contain materials such as lead, mercury and cadmium that are highly toxic when released into the environment, and implement a program to ensure that these items will not wind up in a landfill or incinerator.

The Town of Riverhead seeks bids from qualified CONTRACTORS for services to collect and recycle electronic waste generated by residents, businesses and institutions within the Town of Riverhead. A “qualified CONTRACTOR” must possess any and all required license/permit/certification/registration to: collect, transport, store, separate and recycle e-waste within State of New York, County of Suffolk, Town of Riverhead; qualify as an electronic waste collection site or electronic waste recycling facility pursuant to ECL Article 27 Title 26 or hold valid contract with an electronic waste collection site or electronic waste recycling facility which meets all state, county and town requirements related to collection and recycling of e-waste.

**APPROXIMATE HISTORICAL E-WASTE QUANTITIES COLLECTED IN POUNDS:**

<b>2014</b>	<b>23,270</b>
<b>2015</b>	<b>38,722</b>
<b>2016</b>	<b>43,229</b>
<b>2017</b>	<b>50,338</b>
<b>2018</b>	<b>43,036</b>

## **II. General Scope of Services**

The TOWN is seeking a qualified CONTRACTOR to assist in the collection and recycling of E-WASTE from TOWN residents, small businesses and organizations in a safe and environmental responsible way.

The Town expects the CONTRACTOR to have experience and be qualified to: haul; transport; collect; store (Electronic Waste Collection Site licensed by NYSDEC); sort; recycle; and, dispose of e-waste. In addition, CONTRACTOR shall be licensed to operate as an approved E-WASTE recycler (see Qualified CONTRACTOR). In the event the CONTRACTOR is not authorized/licensed/permitted 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/permitted by the NYSDEC to undertake that portion of the services the CONTRACTOR is not otherwise qualified.

### **1. Performance Specifications**

- a. CONTRACTOR shall provide secure container(s) that are constructed and maintained to minimize breakage of electronic waste and to prevent release of hazardous materials to the environment at all Town designated Electronic Waste Collection Sites.
- b. CONTRACTOR shall provide collection at all Town designated Electronic Waste Collection Sites. The Town seeks to designate three locations in the Town of Riverhead: Town Yard Waste Facility located on Youngs Avenue, Riverhead, NY; Highway Yard located on Osborne Avenue, Riverhead, NY and Senior Center located on Shade Tree Lane, Aquebogue, NY, or, in the alternative, require CONTRACTOR to provide containers and equipment at various locations selected by the Engineering Department approximately 6 times a year. Note, the Town reserves the right to change locations designated above as and for Town E-waste Collection Site.
- c. CONTRACTOR may recommend a schedule for the collection of e-waste, however, the Town shall require a minimum of bi-monthly collection of e-waste at each of the Town designated Electronic Waste Collection Sites, or, in the alternative, require CONTRACTOR to provide containers and equipment at various locations selected by the Engineering approximately 6 times a year (mobile collection sites). In addition to the above, the Town Engineer may require additional collection dates consistent with Town's S.T.O.P. program.

- d. CONTRACTOR shall have the ability to recycle large quantities of e-waste and other miscellaneous large electronic items.
- e. CONTRACTOR shall recycle and/or dispose of E-WASTE in a safe and environmentally responsible manner; document recycled commodity amounts and certification of destinations thereof; provide monthly tracking report of all E-WASTE collected and reconciliation of reimbursements to the TOWN; and file an annual report with the TOWN and NYS DEC on or before the 15<sup>th</sup> day of March pursuant to requirement of Article 27, Title 26 of the NYS Environmental Conservation Law and all such other requirements under federal, state, or local law, and remain in conformance with said rules and regulations throughout the term of this contract.

## **2. Invoicing and Payment**

In addition to the above, it is the Town's objective to evaluate all relevant factors, including but not limited to cost and/or revenue, qualifications, and references. As the bidder may propose a revenue to the Town or a cost to the Town for the services identified in this specification, this provision regarding invoicing and payment (and the bid sheet) shall identify provisions applicable to each of the types of proposals (revenue/costs) identified above:

- a. Revenue: The CONTRACTOR shall make quarterly payments to the TOWN for all services identified in the specifications based upon percentage of tonnage collected and such payments shall include all costs related to collection, segregation, handling, transportation, including fuel charges, disposal of all electronic waste collected by the CONTRACTOR. CONTRACTOR shall identify the tonnage and price per ton in the payment schedule.
- b. Cost: The selected CONTRACTOR shall be responsible for submitting invoices to the TOWN, which clearly and accurately describe the services provided and the costs, to the extent applicable thereof in compliance with TOWN documentation and format requirements. All invoices shall be presented in a format approved by the TOWN. The TOWN will pay CONTRACTOR for submitted invoices only after verification for said invoices. The TOWN will make a good faith effort to insure payment to the selected CONTRACTOR within 60 calendar days from receipt of each submitted invoice. In addition to the above, as the Town of Riverhead created a Recycling Fund wherein a percentage of the revenues realized by the CONTRACTOR in the sale of and recycling of e-waste collected from the Town, the selected CONTRACTOR shall provide quarterly reports of all E-WASTE collected and clearly and accurately document the recycled commodity amounts with payment in the amount of 20% of said sales to the TOWN for reimbursement for recycling commodity.

- c. The TOWN shall not be liable for any cost incurred by the CONTRACTOR for this program prior to full execution of the CONTRACT and the stipulated start date of the work.

### **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 **“COLLECTION AND RECYCLING OF ELETRONIC WASTE”** and received no later than **4:00 pm on August 29, 2019** 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 CONTACTOR from any obligation in respect to this contract.

#### **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, 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.

## **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for two (2) years beginning on October 17, 2019 and ending on October 16, 2021. At the end of the contract period, the contract may be extended (not to exceed one (1) extension for a one (1) year period) 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 and shall transport and deposit the e-waste to a NYSDEC approved site. In the event the NYSDEC issues a violation for the CONTRACTOR'S e-waste site or terminates permit or license for site, the Town reserves the right to terminate the contract effectively immediately.

#### **16. Notice**

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

**Drew Dillingham, Town Engineer  
1295 Pulaski Street  
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 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, in whole or in 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 below.

#### **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: \_\_\_\_\_

**V. BID**  
**COLLECTION AND RECYCLING OF ELECTRONIC 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.

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b. Identify the facility that CONTRACTOR shall transport all e-waste and related debris to, together with NYSDEC permit/licensee # for the facility:\_\_\_\_\_

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c. Identify the principals who will be, or may be, involved in the pick up and removal of e-waste, their roles, and their experience.

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d. 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 e-waste.):

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TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed bids for **COLLECTION AND RECYCLING OF ELECTRONIC WASTE** will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on August 29, 2019 and will be publicly opened and read aloud at 11:00 am on August 30, 2019 in the Office of the Town Clerk.

Plans and specifications may be obtained on or about July 25, 2019 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and clicking on Bid Requests.

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

All bids must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked "**COLLECTION AND RECYCLING OF ELECTRONIC WASTE**". Proposals must be received by the Office of the Town Clerk by no later than **4:00 pm on August 29, 2019**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. 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 ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE ME. WILHELM, TOWN CLERK  
Riverhead, New York 11901

Dated: July 25, 2019

**NON-COLLUSIVE CERTIFICATE**  
**(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 \_\_\_\_\_, 2019

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

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: \_\_\_\_\_



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