



Notice to Prospective Bidders

In order to properly expedite the receipt and processing of the bid that you are submitting, you must affix the “IDENTIFICATION LABEL” below to the **outer** envelope of your sealed bid, and deliver it by U.S. Mail, public carrier—such as UPS, FEDEX—or by hand delivery.

Affix the IDENTIFICATION LABEL to the sealed outer envelope.

**FAXED OR ELECTRONIC BIDS SHALL NOT BE ACCEPTED.
DELIVERY BY SUCH METHODS SHALL RESULT IN
AUTOMATIC DISQUALIFICATION.**

For current bid information and awards, please visit our website
at:

<http://huntingtonny.gov>

Thank you for your cooperation.
Town of Huntington
Division of Purchasing

IDENTIFICATION LABEL



**TOWN OF HUNTINGTON
PURCHASING DEPARTMENT
100 Main Street, Room 209, Huntington, NY 11743**

Vendor's Name _____

Bid No: TOH 16-10R-047

Bid Name: PROCESSING AND RECYCLING
OF HUNTINGTON RESIDENTIAL
YARDWASTE

Due Date: 10/6/16 at 11:00 A.M. EST

SEALED BID ENCLOSED



**TOWN OF HUNTINGTON
DEPARTMENT OF AUDIT & CONTROL
PURCHASING DIVISION**

**STANDARD BID TERMS AND CONDITIONS
AND SPECIAL INSTRUCTIONS TO BIDDERS**

All bid proposals are subject to the following terms and conditions unless modified in writing at the time of bid submission. Upon acceptance of a bid by the Town the terms of the bid shall apply to all orders issued as a result of such acceptance. Each bid received shall be considered an offer to the Town and upon acceptance shall constitute a lawful contract between the bidder and the Town.

Proposals properly completed and executed on the forms provided by the Town for that purpose may be delivered in person by the bidder or his agent or may be mailed to the office of the Director of Purchasing. The Director of Purchasing or his designee must receive all bid proposals, *without exception*, at or before the time specified for the bid proposal being opened and read aloud in the Notice to Bidders.

The bidder assumes all risk of any delay, for any reason, for the delivery of their bid proposal if it is mailed utilizing the U.S. Postal service or any other mail carrier or if by personal delivery.

1. BIDDING

(a) **PRICING** - Bidders shall insert unit price and extension for each item.

(b) **DISCOUNTS** - cash discounts will not be a factor in determining awards unless otherwise indicated by the Town. Trade discounts will be a factor in determining the award.

(c) **F.O.B. DELIVERY POINT** - All prices bid must be on the basis F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may not be considered.

(d) **"OR EQUAL' BIDDING** - When a brand named bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the named bid standard.

(e) **QUANTITIES and MINIMUMS** - If any quantities are indicated, they are merely estimates based on experience or computation. The Town will neither be compelled to order any quantities of any item nor will it be limited by the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the ordering department and therefore; **in the best interests of the Town, no award will be made to any bidder for any item contained in this bid if the bidder imposes a minimum order quantity or minimum dollar amount as part of their response to any part of this bid.**

2 - SAMPLES

Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property.

3 - AWARD WILL BE MADE BY ITEM OR CLASS

When Class bids are indicated, bidder must bid on each item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

4 - DELIVERY

(a) **INSPECTIONS** - Shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) **DELIVERY HOURS** - Deliveries shall be made between 9 A.M. and 3:30 P.M., Monday through Friday and at other times by special arrangements only.

(c) **DELIVERY TIME** - Shall be computed in calendar days from the order date.

(d) **LABELS** - All supplies, which are customarily labeled or identified, must have securely affixed thereto the original unaltered label or marking of the manufacturer.

(e) **NEW MERCHANDISE** - Unless otherwise stated in the quotation or orders, deliveries must consist of only new and unused merchandise, which is currently in production.

(f) **SUPPLIES** shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) **THE CONTRACTOR** shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to and agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the Town accepts the same.

(h) **BILLINGS** for deliveries must be rendered on Town Claim vouchers with appropriate invoices and billing documents attached.

5 - DELAYS, NO-DELIVERY, REJECTIONS

(a) **VENDOR'S FAULT** - If the Vendor fails to make delivery with the time specified or if the delivery is rejected, the Director of Purchasing may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the reletting cost and the liquidated damages, if any will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Vendor.

(b) **REJECTED MERCHANDISE** - The Town may withhold acceptance of or reject any goods, which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor.

Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Town shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

6 - AWARD

(a) The Director of Purchasing reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn. This period may be extended, for the benefit of the Town by mutual agreement between the bidder and the Director of Purchasing.

(b) The placing of an order by the Director of Purchasing with the bidder for material described in the Request of Bid shall constitute a legal and binding contract.

(c) Any contract created shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract. No liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood that neither this contract nor any representations by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

7 - PERFORMANCE BONDS

If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award, unless an alternate amount is otherwise specified, shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the Town of Huntington to supply any deficiency that may arise from any default on the part of the bidder. Such Bond must meet all the requirements of the Bid Specifications and the Town Attorney.

8 - GUARANTEES BY BIDDER

Bidder hereby guarantees:

(a) To save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee and to defend any action brought against the Town in the name of the Town and under the direction of the Town Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchasing to pay the cost of such defense to the Town.

(b) His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work to repair damages of any kind, for which the Vendor's workmen are responsible, to the building or equipment, to his/her own work or the work of other Vendors or in the opinion of the Director of Purchasing to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town and of the County of Suffolk and the State of New York.

(e) **INSURANCE** - To maintain Workers Compensation and Disability Benefits Insurance during the life of the contract. The Contractor further agrees to conform to all of the requirements of the New York State Workers Compensation Law.

During the life of the contract, the Contractor shall secure and maintain bodily injury and property damage liability insurance. This insurance must be Occurrence coverage; policies in the Claims Made format are not acceptable. The limits of liability insurance shall be **\$2,000,000.00** for any one person and **\$2,000,000.00** for any one occurrence for bodily injury. Automobile Liability insurance with the same limits shall be maintained by the Contractor on all automotive equipment used in connection with the contract.

Certificates of Insurance reflecting the above coverage shall be provided to the Town prior to commencement of any work by the Contractor. These certificates shall be in the name of the Town and shall further name the Town of Huntington as Additional Insured.

The Contractor/Vendor shall be solely responsible for providing the Town of Huntington with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. Failure to notify the Town of a change in policy coverage is valid grounds for the Town to void the agreement.

The Contractor/Vendor is required to present the Town of Huntington with an updated insurance certificate as part of its invoice backup for payment processing. Failure to do so will result in non-payment and the Town may choose to void the agreement.

(f) That he/she will keep him/herself fully informed, of all municipal ordinances and regulations, State and National Laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him/her and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Town from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all costs and expenses in suits which may be brought against the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his/her agents.

(g) That the items furnished shall conform to all of the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

9 - ASSIGNABILITY OF CONTRACTS

In the event the Contractor assigned, transfers, conveys, sublets, or otherwise disposes of the contract without written consent of the Town of Huntington, said contract shall be null and void and not binding upon the Town. General Municipal Law 109 is incorporated herein by reference as if fully set forth at length.

10- LIMITATION OF ACTION

No action for any cause whatsoever arising out of this order shall be maintained against the Town by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months:

(a) After expiration of this order or

(b) After the date of written notice to the Vendor from the Town of complete rejection or withheld acceptance or

(c) After the date of written notice to the Vendor from the Town of a deduction from the agreed price on the order, whichever of the events shall be the latest in time.

11- LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT

All bidders must comply with N.Y.S. Labor Law requirements and specifically without limitation:

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(I) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, age or sex discriminate against any citizen of the state of New York who is qualified and available to perform work to which the employment relates;

(II) No contractor, subcontractor nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age or sex;

(III) There may be deducted from the amount payable to the contractor by the Town penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(IV) This contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Section 220 (2) of the Labor Law, no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing wage supplements, all as provided in Article 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Section 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the prevailing schedule wages made part or to be made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

12 APPRENTICESHIP PARTICIPATION CONSTRUCTION CONTRACTS:

A. All bidders must comply with N.Y.S. Labor Law §816(b) which provides in pertinent part:

- a. “government entity” shall mean the state, any state agency, as that term is defined in section two-a of the state finance law, municipal corporation, commission appointed pursuant to law, school district, district corporation, board of education, board of cooperative educational services, soil conservation district, and public benefit corporation; and
- b. “construction contract” shall mean any contract to which a governmental entity may be a direct or indirect party which involves the design, construction, reconstruction, improvements, rehabilitation, maintenance, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure of any kind with a value in excess of \$250,000.

B. The Town of Huntington, Pursuant to Town Board resolution 2002-100 dated February 11, 2002, has adopted the requirements that contractors and sub-contractors on construction contracts have an approved Apprenticeship Agreement in accordance with NYS Labor Law §816 (b). The Town Board has elected, pursuant to this resolution, that when the Town is either a direct or indirect party to a construction contract that it will require apprenticeship agreements

and/or programs to be in place for work on the project, that have been registered with, and approved by, the NYS Commissioner of Labor pursuant to the requirements of NYS Labor Law §816 (b). Such apprenticeship agreements/programs must be in place and utilized for the project for each type, class of craft, as well as the scope of work to be performed.

A copy of the certification letter received by the CONTRACTOR from NYS Dept of Labor approving CONTRACTOR'S Apprenticeship Program for each trade being employed on the project being quoted must be included in the CONTRACTOR'S bid at the time of bid submission.

13- SALES AND EXCISE TAXES

Unless the proposal indicates otherwise, the Town is exempt from the payment of any sales, excise or Federal transportation taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the Town, must submit the proper forms, and the Director of Purchasing, if satisfied as to the facts, will approve or issue the necessary certificates.

14- AUDIT

Purchase orders and contracts are subject to audit by the Comptroller of the Town of Huntington.

15- PAYMENT AND COLLECTION OF CHARGES

(a) The Town will make every effort to pay vouchers within thirty (30) days after (1) proper delivery of merchandise (2) receipt and approval of a properly executed claim voucher submitted to the Town Comptroller by the receiving Town departments or agencies; voucher forms shall be obtained from such departments or agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part by the Town.

(c) All charges against a Vendor shall be deducted from current obligations that are due him/her or shall become due. In the event that there are no current obligations, the Vendor shall pay the Town the amount of any such charges.

(d) The Town will also avail itself of cash discounts for payments within prescribed times whenever possible.

16- FUEL SURCHARGES

Town of Huntington will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the Town in the solicitation or contract. Any fuel charges added and not authorized by the Town will be deleted from any payments made to the vendor.

IRAN DIVESTMENT ACT

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 entering into this Contract, 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, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before The Town of Huntington (Town) may approve a request for Assignment of Contract.

During the term of the Contract, should Town receive information that a person is in violation of the above referenced certification, the Town 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, the Town 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 reserves the right to reject any request for assignment for an entity that appears on the prohibited entity 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.

CONTRACTS INVOLVING INSTALLATION

1. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
2. Installation shall also include the furnishing of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into building and removal of any trade-ins, if any.
3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing equipment in the locations required.
4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor or his/her works are responsible.

VEHICLES

5. All equipment bid must be in production and have had in use experience. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.
6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.
8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk.
Vendor not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.
9. **No name other than the Manufacturer's shall appear on the Vehicle.**
10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Director of Purchasing.
11. Bids will be considered only from Equipment or Vehicle Manufacturers or their Authorized Dealers.
12. All vehicles shall be painted the color as specified. All paint shall be factory applied at the time of vehicle manufacture. ***Dealer painted vehicles will not be accepted.***

PRE-DELIVERY INSPECTION

13. There will be Pre-delivery Inspection of Vehicles including Automobiles, Boats and Motors, Trucks, Motorized Industrial Equipment of any kind including Dozers, Payloaders, Graders, Snow Moving, Waste Handling Equipment, Beach and Lawn Maintenance Equipment and any classifications of Earth and Material moving and/or handling equipment sold to the Town of Huntington.

(a) The Manufacturer or his Authorized Dealer, whichever is the vendor of record to the Town of Huntington for the equipment, must notify the Director of Purchasing of the Town by

Certified Mail prior to delivery, informing him when the equipment or vehicle is ready for delivery to the Town of Huntington.

(b) The Manufacturer or Dealer shall make the vehicle or equipment comply with all required Bid Specifications, as ordered by the Town of Huntington.

(c) All accessories and additions which have been ordered and are to be part of the vehicle are to be affixed and operable prior to inspection. All documentation including but not limited to warranties, guarantees, instruction manuals, certificates of inspection and certificates of compliance shall be available for inspection along with the vehicle or equipment.

(d) The Vendor shall, prior to delivery to the Town, make the vehicle or equipment available for inspection by Town of Huntington. The Director of Purchasing shall at his sole discretion designate a Town facility as a Pre-delivery Inspection location.

(e) Upon satisfactory completion of Pre-delivery Inspection a certificate of acceptance will be issued to the ordering department of the Town of Huntington. This certificate will be forwarded to the Comptroller's office with the Invoice and Claim Voucher from the vendor. No invoice will be paid to a vendor without the accompanying certificate of acceptance.

MATERIAL SAFETY DATA SHEETS (MSDS)

14. As the Town is required to be in compliance with Federal OSHA Communication Standard 29CFR1910.1200 all classes of materials covered by the specification that are purchased by the Town shall, no later than the time of delivery, receive a copy of the MSDS appropriate to the ordered material. Failure to comply with this requirement shall be construed as improper or incomplete delivery and payment will be withheld until all terms and conditions of the purchase contract are met to the satisfaction of the Director of Purchasing.

NEW YORK: CONTRACTUAL NON-DISCRIMINATION PROVISION

To be included in every contract for the construction, alteration or repair of any public building or any public work or for the manufacture, sale or distribution of materials, equipment or supplies (performed within the state):

* * *

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the contractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which his or her employment relates.

(b) Neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the Contractor or any subcontractor engaged by the Contractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin.

(c) The Town may deduct from the amount payable to the Contractor under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

(d) The Town may cancel or terminate this contract, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) The aforesaid provisions of this section, insofar as they apply to the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

SPECIAL INSTRUCTIONS TO BIDDERS

If you wish to retain copies of your submission for your records you may photocopy any pages you require. The successful low bidder will be issued a notice of award.

**In the case of inclement weather go to the Town website for information:
<http://huntingtonny.gov>**

PLEASE TAKE NOTE OF THE

NON-COLLUSIVE and the PUBLIC DISCLOSURE STATEMENTS

Completion of these sections of the bid are *required* each and every time a bid is submitted.

Completion of these sections any time in the past does not relieve the bidder from completion of these pages with this bid.

Financial statements as specified in paragraph nine (9) of the Public Disclosure Statement must accompany this bid. If you wish these financial statements to remain confidential, please so indicate at the time of submission.

If you fail to complete these sections and to have them properly notarized as required,

you may be judged non-responsive and not be awarded the contract,

even if you are the lowest bidder.

Under §53-3 through §53-8 of the Code of the Town of Huntington and GML §103 the Town requires that this document be returned intact and that it be filled out completely as part of your formal sealed bid response.

Questions During the Bidding Period: Questions, requests for information or interpretations concerning the drawings or specifications, or any aspect of the project must be addressed in writing to the DIRECTOR OF PURCHASING, TOWN OF HUNTINGTON, Town Hall, 100 Main Street, Room 209, Huntington, New York 11743, Fax # (631) 351-2833 or email at purchasing@huntingtonny.gov and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids.

Please do not remove any pages from this bid package.

BIDDERS PLEASE READ ATTACHED
TERMS AND CONDITIONS CAREFULLY AND
CONFORM TO THE INSTRUCTIONS CONTAINED
IN THESE BID DOCUMENTS.
ALL OF THESE PAGES ARE TO BE
RETURNED COMPLETED AND INTACT.

TOWN OF HUNTINGTON
DEPARTMENT OF PURCHASING
100 MAIN STREET, ROOM 209
HUNTINGTON, N.Y. 11743
<http://huntingtonny.gov>

PROPOSAL FOR SUPPLIES OR SERVICES

PROCESSING AND RECYCLING OF HUNTINGTON
RESIDENTIAL YARDWASTE
Bid No. TOH 16-10R-047

Contracting Firm Name

Address

City, State, Zip

Telephone

Contracting Firm Federal Identification Number

Fax

Email Address

TO ALL PROSPECTIVE BIDDERS:

This proposal, duly signed and sealed for the herein named supplies and/or services will be received, opened and read publicly at the Purchasing Department, 100 Main Street, Room 209, Huntington, NY 11743 at the date and time called for in the Notice to Bidders.

THIS BID MUST BE RETURNED IN A SEALED ENVELOPE SHOWING YOUR NAME, BID TITLE, NUMBER AND DATE OF BID. ORIGINAL SIGNATURES AND SEALS PERTAIN. COPIES OF SIGNATURES OR SEALS ARE NOT VALID FOR THE PURPOSES OF THIS BID.

PLEASE USE THE ENCLOSED LABEL TO HELP IDENTIFY YOUR BID AND TO INSURE PROMPT AND ACCURATE PROCESSING.

NOTICE TO BIDDERS

Sealed bids will be received by the Director of Purchasing, Town of Huntington, 100 Main Street, Room 209, Huntington, New York 11743, until **11:00 A.M. Prevailing Time**, Thursday, October 6, 2016, when they will be publicly opened and read aloud for the following item(s):

**ITEM 1- PROCESSING AND RECYCLING
OF HUNTINGTON RESIDENTIAL
YARDWASTE**

Bid No. TOH 16-10R-047

Pursuant to New York General Municipal Law §103(16), the contract awarded hereby shall be made available to other New York State governmental entities and, therefore, any New York State officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance, or repair of apparatus, materials, equipment or supplies, may make such purchases, or may contract for such services through the use of this contract. Said entities using this contract shall be wholly responsible for the determination that the contract meets their requirements and for the issuance of said contract and shall be solely responsible for the payment of any and all debts and claims that arise thereunder.

The right is reserved by the Town to waive any informalities in, to reject any or all bids submitted, or to accept the bid and award the contract to the lowest, responsible formal Bidder, in the best interests of the Town, pursuant to Section 103 of the General Municipal Law.

A proposal submitted by a bidder who is not in full compliance with the provisions of the Huntington Town Code at the time of submission will be denied.

Complete specifications for the above item(s) may be downloaded at <http://huntingtonny.gov> under Bids/RFPs. All other inquiries should be directed to purchasing@huntingtonny.gov or fax us @ 631-351-2833.

LORI E. FINGER, CPPB
DIRECTOR OF PURCHASING

DATED: September 15, 2016

**THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL BIDDERS
GENERAL MUNICIPAL LAW - 103-D**

Non-collusive bidding certifications:

By submission of this bid or proposal, the bidder certifies that; (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 been knowingly disclosed and will not be knowingly 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 or will be made to induce any other person, partnership, or corporation to submit to or not to submit a bid or proposal; (D) The person signing this bid proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

If Not A Corporation

Bidder's Business Name

Signed By

Title

If A Corporation

(E) The following is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder. Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the project described, herein, in the Notice to Bidders, Item # _____ (where applicable) and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ corporation at a meeting of its

Board of Directors held on _____ day of _____ 20__.

CORPORATION _____

Signature of Secretary

PUBLIC DISCLOSURE BY CONTRACTOR/VENDORS DOING BUSINESS WITH TOWN OF HUNTINGTON

For use pursuant to Chapter 53 of the Code of the Town of Huntington

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____

2. Contracting Department's Name _____
(Enter "Purchasing" if Supply or Service Bid) _____

3. Payee Federal Identification or Social Security No. _____

4. Type of Business: Corporation Partnership
 Sole Proprietorship Other _____

5a. Is your firm entering into a contract in excess of \$1,000?
 Yes No

5b. Is your firm entering into more than one contract with the Town of Huntington aggregating more than \$1,000?
 Yes No

5c. Are you making application to the Town Board, Planning Board or Zoning Board of Appeals of the Town of Huntington involving work in excess of \$1,000? Yes No. If you answered Yes to part 5a, 5b or 5c, you must complete parts 6 through 8. In any event, you must answer parts 9, 10 & 11.

6. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor including the names and addresses of officers and Directors of corporate shareholders.

7. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of interest in any other form of ownership (that is, other than stock ownership) of the contractor or vendor in an amount equal to five percent (5%) or more.

8. Table of Organization.

a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.

b. List names and addresses of all corporate officers of the contractor or vendor. (Include title of officer.)

c. List the names and addresses of all counsel of the contractor or vendor.

9. Submit with disclosure statements any one of the following three items:

- 1) a complete financial statement listing all assets and liabilities as well as a profit and loss statement for the prior year ,or
- 2) a letter of credit reference from a recognized bank or financial institution, or
- 3) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW

These statements must be affirmed.(See attached Affirmation)

10. The undersigned shall include the Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract).

11. VERIFICATION This section must be signed by an officer or principal of the contractor or vendor authorized as a signatory of the company for the purpose of executing contracts. The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: _____ Signed: _____
 Printed Name: _____
 Title: _____

NOTARY PUBLIC
 STATE OF NEW YORK, COUNTY OF _____ ss:

Proprietorship being duly sworn, deposes
 Partnership and says; deponent has read the foregoing Contractor's/Vendor's
 Verification Public Disclosure Statement and knows the contents thereof;
 the same is true to deponent's own knowledge.

Corporate The _____ of
 Verification a _____ corporation;

deponent has read the foregoing Contractor's/Vendor's Public Disclosure Statement and knows the contents of; and the same is true to deponent's knowledge. This verification is made by deponent because _____ is a corporation and deponent is an officer thereof.

Sworn to before me _____ Signed: _____
 on _____ 20____ SIGNATURE OF NOTARY PUBLIC
 Print Name: _____
 PRINT NAME OF NOTARY PUBLIC

 Notary Seal

WARNING: The failure to file a verified Public Disclosure Statement as required under this local law shall constitute a material breach of contract. Town of Huntington may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of New York State.

TOWN OF HUNTINGTON
AFFIRMATION OF FINANCIAL STATEMENT
Part of Question 9 of Attached Public Disclosure Statement

I hereby affirm that the financial statement herein submitted is a true and accurate statement.

Company Name _____

Individual Signature _____

Individual's Name _____
(Print or Type)

Title _____

Date _____

Notary Public
State of New York, County of _____

Before me came _____ known to me and affirms that he has read the attached financial information and that the attached statement is true to the affirmant's own knowledge.

Notary Public _____ Date _____

Notary Seal

**TOWN OF HUNTINGTON
BIDDER'S AFFIDAVIT**

At the time of submission of the bid proposal, the following affidavit must be executed and transmitted to OWNER.

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

_____, being duly sworn deposes and says that he/she is the
(Name)

_____ of _____ which company is
(Officer) (Corporation)

submitting a bid proposal for _____,
(Project/Bid Number) (Description of Project/Bid)

_____.

_____, understands and is familiar with the provisions of
(Corporation)
the Huntington Town Code.

_____ is currently in full compliance with the provisions
(Corporation)
of the Huntington Town Code and makes this affidavit in order to induce the TOWN OF
HUNTINGTON to award the aforesaid bid to _____
(Corporation)

with full knowledge that the TOWN OF HUNTINGTON is relying on the truth and accuracy
of the statements contained herein.

_____ further understands and agrees that the bid will be
(Corporation)

denied if _____ is not in compliance with the Code of the Town
(Corporation)

of Huntington.

Signature (Officer)

Print Name (Officer)

Dated: _____

Subscribed and sworn to before me

this ____ day of _____, 20__.

Notary Public

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The bidder hereby acknowledges that he has received and that he has considered in the preparation of his bid, all requirements in the following Addenda to this contract:

<u>ADDENDUM</u>	<u>DATE OF ADDENDUM</u>	<u>ACKNOWLEDGEMENT BIDDER(SIGNATURE)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The indicated acknowledgements are to be by the same persons executing the Bid.

IMPORTANT:

THIS FORM MUST BE FILLED IN BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, INDICATE "NONE", AND SIGN THE ACKNOWLEDGEMENT.

Contracted Entity Third-Party Certification Statement - Stormwater Management Program:

ATTENTION CONTRACTORS: THIS CERTIFICATION APPLIES TO ALL CONTRACTS WITH THE TOWN OF HUNTINGTON WHERE THE CONTRACTOR IS PERFORMING WORK THAT MAY DIRECTLY OR INDIRECTLY CAUSE OR CONTRIBUTE TO POLLUTANT DISCHARGES INTO MUNICIPAL SEPARATE STORM SEWER SYSTEMS LOCATED THROUGHOUT OF THE TOWN OF HUNTINGTON.

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Town of Huntington’s Stormwater Management Program (SWMP)* and Stormwater Management Program Plan (SWMPP)** and agree to implement any corrective actions identified by the Town of Huntington and/or its designated representative(s).

I also understand that the Town of Huntington must by law comply with the terms and conditions of the State of New York’s State Pollutant Discharge Elimination System (SPDES) GP-0-15-003 “*Municipal Separate Storm Sewer Systems (MS4) Permit*”*** and that it is unlawful for any person employed by or under contract to the Town of Huntington to directly or indirectly cause or contribute to a violation of surface water and/or groundwater quality standards.

Further, I understand that my own responsibility and/or liability to comply with the terms and conditions of the Huntington SWMP and Huntington SWMPP as a condition of performing and being paid for the work pursuant to the subject contract shall be neither diminished, eliminated nor lessened by any MS4 program non-compliance by the Town of Huntington with respect to said contract or any other element of the Town’s MS4 Program.

<hr/> <p>(Name of Contractor)</p> <hr/> <p>(Signed By)</p>

Contact Information
Business/Firm Name: _____
Address: _____ _____
Telephone Number: _____

* - <http://www.huntingtonny.gov/content/13749/16439/16577/16591/default.aspx>

** - http://www.huntingtonny.gov/filestorage/13749/16439/16577/16591/26387/Town_of_Huntington_SWM_P_Plan_031413_Rev3.pdf

*** - http://www.dec.ny.gov/docs/water_pdf/ms4permit.pdf

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____, 20__, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is _____ of the corporation described herein and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____, 20__, before me came _____, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

TOWN OF HUNTINGTON
BID SPECIFICATIONS
PROCESSING AND RECYCLING OF HUNTINGTON
RESIDENTIAL YARDWASTE
Bid No. TOH 16-10R-047

SCOPE OF SERVICES

1.0 - BACKGROUND AND INTENT:

1.1 Background

The Town of Huntington encompasses an area of 94 square miles. Residential usage is the dominant land use classification in the Town, most of which is single family units at a medium density. The present population of Huntington is estimated to be 190, 000 persons. There are approximately 55,000 year-round housing units in the Town with an average household size of about 3.25 persons per dwelling unit respectively.

The Town's yard waste collection program consists of between 32 and 48 separate weekly collections each year. The number of weekly scheduled yardwaste collections is determined by the Town Department of Environmental Waste Management based on operational and budgetary needs. Yard waste collection is performed by the Town Refuse District Municipal or Contract Carter vehicles. Town vehicles and/or contracted carters will collect yard waste from the residential community and deliver it to the contractor's transfer station, which as per Refuse District Contract specifications must be within 8 road miles of the Town boundary.

Bidders are advised that the Town distributes plastic bags during leaf collection periods. Therefore, substantially all leaf yard waste is bagged in plastic bags. The Contractor shall be aware that throughout the term of the Contract the Town will continue to pursue ongoing Solid Waste recycling and reduction initiatives. The Town shall in no way be penalized for resulting reductions in yard waste due to operations such as composting, recycling, reductions in waste generation, etc.

1.2 Intent

The Town collects residential yardwaste at the curb from approximately 55,000 homes once per week in the spring and fall seasons and intermittently at other times. Collected yard waste consists of bundled branches less than 6" in diameter, and 4' in length, and bagged leaves or pruning's (Grass is not collected.). These materials may contain up to 5% contaminants by weight. The contractor must

accept full title and possession of the yard waste upon delivery, process and recycle the material in a lawful manner. The Town makes no guarantees whatsoever regarding minimum or maximum tonnage to be delivered.

It is the intent of the Town of Huntington under this bid to enter into a secure contract with a qualified bidder to accept, process, market and recycle yard waste (exclusive of grass) from the Town's residential refuse district contract carters and municipal refuse vehicles. The bidder's yard waste processing and recycling efforts must be capable of affording the Town recycling credit, by the New York State Department of Environmental Conservation, towards the Town's Solid Waste Management Plan goals. Historical tonnage of residential yard waste collected by the Town's programs has been between 15,000 and 22,000 tons per year. The Town of Huntington reserves the right to determine yard waste quantities to be processed under this agreement.

Bidders are advised that the Town operates a NYSDEC registered yard waste transfer station located at 101 Townline Road, East Northport New York. Historically this facility has been used during the peak leaf collection season in the months of November and December. During the peak leaf collection season the primary goal of the Town is to ensure that the Town's contract carters and municipal refuse vehicles can maintain their yard waste collection schedules and are able to remove the bagged yard waste on their routes in a timely manner. Time spent off-route, including travel time to the contractor's facility and wait time greater than an hour at that facility, impede the ability to achieve that goal and are factors that have influenced the Town's use of the site at 101 Townline Rd. as an intermediate yard waste transfer station in the past.

At the Town's discretion, and for reasons that may include those mentioned above, this yard waste transfer station may be used during this contract term as an intermediate transfer station in order to facilitate the timely collection of bagged leaves by the Town's residential refuse district contract carters and municipal refuse vehicles. See Bid Specification Item 12.0 for further information.

2.0 FEES, PERMITS, CERTIFICATES

2.1 All fees, permits, or certificates required by governing bodies or public agencies shall be obtained and paid for by the Bidder as part of the basic contract. He/she shall also ascertain, before submitting the bid, all requirements of such public entities as may exercise any form of jurisdiction over different parts of the work, and shall make no claim for extra compensation due to any conditions which may be imposed as a requisite for issuing a permit, certificate, or other lawfully required document.

2.2 Bidders are advised that they must either have in their possession or must obtain (within 10 business days after notice of requirement by the Town) and maintain for the life of the Contract in the name of the bidder all the necessary licenses, registrations, insurances, bonds, certificates, and all other documentation as may be required by the Town of Huntington. Failure to comply with this requirement will result in the bidder being automatically rejected as being non responsive, and the bid being awarded to the next lowest responsible bidder.

3.0 PERFORMANCE SECURITY

The Contractor shall furnish a Performance Bond in an amount of the bid price per ton multiplied by 22,000 for the faithful performance of the Contract. This bond shall be prepared in such form as is acceptable to the Town Attorney, and shall have as surety thereon such Surety Company or Companies as are acceptable to the Town Attorney and as authorized to transact business in the State of New York with a minimum A- bond rating as published in the most current A.M. Best Company Rating Guide.

4.0 IDENTIFICATION OF CONTRACTORS TRANSFER FACILITY

In order to be considered responsive to this bid and to receive an award, the name, location, and current NYSDEC operating permits for the receiving facility to be utilized in the performance of this work must be submitted with each bid. Bids which fail to comply with this requirement will be automatically rejected as being non responsive.

5.0 BILLING

On or before the 10th day of the calendar month following any calendar month in which yard waste is delivered, the Contractor shall invoice the Town for the total tonnage received and the amounts then due and owing. The Contractor's invoice shall include: (1) the number of tons of yard waste received and processed during the applicable billing period; (2) a Microsoft Excel, CSV or Microsoft Access data file containing the detail of each billable load with the following fields: date, material, vehicle license plate, carter name, gross/tare/net weight (3) only upon request, the bidder must provide the Town with certified scale house tickets signed by the vehicles driver, documenting the weight of each delivery received of at the Contractor's facility; and (4) the total amount due the Contractor for the Billing Period.

6.0 PAYMENT

Payments shall be made by the Town to the Contractor on a monthly basis. The first "Billing Period" will commence on the day which the Contractor is authorized by the Town to begin the work, and will end on the last day of the same calendar month. Payments due for each Billing Period will be made within thirty (30) days of receipt of the monthly invoice prepared by the Contractor.

Bid Specifications:

7.0 CONTRACT SUSPENSION OR TERMINATION

The Town may, at any time suspend or terminate this Contract, without cause, upon ninety (90) days written notice to the Contractor.

8.0 CONTRACTOR RESPONSIBILITIES AND REPRESENTATIONS

In addition to his/her responsibilities set forth elsewhere in this Contract, the Contractor's responsibilities are as follows:

8.1 Furnish at his/her cost and expense all labor, materials, rolling stock, and other equipment as required to receive, process and compost Town yard waste, and to perform all obligations under this Contract.

8.2 Provide sufficient and reliable equipment for efficiently receiving, transporting and disposing of yard waste to ensure smooth and continuous operation.

8.3 Obtain, maintain, and comply with all necessary regulatory permits, approvals, licenses and orders required to fulfill its obligations under this Contract. Furnish the Town with copies of all necessary regulatory permits, approvals, licenses and orders required to fulfill its obligations under this Contract.

8.4 Invoice the Town for the work performed under this Contract on a monthly basis as set forth in section 5 of the bid.

8.5 The Contractor shall accept authorized Town of Huntington vehicles and/or authorized subcontractors only on weeks designated by the Town provided schedule, and only from authorized vehicles on the list to be provided by the Town.

8.6 The Contractor represents and warrants that he/she is familiar with all applicable labor regulations, accepts responsibility for conforming to same under this contract, and shall indemnify and save harmless the Town from all losses and expenses resulting from labor disputes and related delays, except where such labor disputes and delays are beyond the Contractor's control. However, no claim shall be made by or allowed to the Contractor for damages that may arise out of such labor disputes and related delays.

8.7 It is understood and agreed that the Contractor's status hereunder is that of an independent Contractor. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered an employee of the Town for any purpose and they shall not hold themselves out to be officers or employees of the Town.

9.0 TOWN RESPONSIBILITIES

In addition to responsibilities set forth elsewhere in this Contract, the Town's responsibilities are as follows:

9.1 The Town will provide the Contractor with a Refuse District yardwaste collection schedule. The Contractor must adhere to the published schedule and have the facility available as per the printed schedule.

9.2 The Town shall provide the Contractor with a list of permitted refuse district vehicles. Under no circumstances shall the Contractor allow entry by an unauthorized vehicle unless a substitute vehicle is authorized in writing by the Town. Violations of this section shall be deducted from the monthly invoice.

9.3 The Town shall pay the Contractor on a monthly cycle as described in section 6 of the bid.

10.0 YARD WASTE COMPOSITION & QUANTITY

10.1 Yard Waste Composition

Yard waste generated by the Town and households within the Town can be generalized into the following major components:

Yard clean-up material
Garden wastes
Thatch

Shrub trimmings
Bagged/Loose Leaves
Tied brush piles

Branches, limbs or logs less than 4 feet long and 6” or less in diameter.
Stumps less than 40 lbs.

The density of yard waste will vary with the waste source and time of the year due to moisture content, texture, particle size and degree of decomposition and compaction.

Bidders are advised that although it is the intention of the Town to minimize the amounts of green grass clippings to be processed under this bid, relatively insignificant amounts of this grass will, at times, be mixed in with the other yard wastes. The Contractor is fully expected to accept and process these small amounts of green grass clippings. For the purposes of this bid, the amount of green grass clippings which must be accepted shall be limited to less than 5% by weight.

Bidders are further advised that the Town distributes plastic bags during leaf collection periods. Therefore, the Bidder is advised the substantially all leaf yard waste is bagged in plastic bags.

10.2 Yard Waste Quantity

The generation of yard waste components is seasonal, with the fall and spring projected as being the heaviest periods. However, the Contractor must be able to accommodate Town generated yard waste on a twelve (12) month basis, with the peak delivery periods occurring in April/May and November/December. It is projected that the Town could deliver a weekly average ranging from 0 tons per day (6 days per week) up to 400 tons per day (6 days per week) during peak seasonal periods. Under this agreement, the Contractor may be required to process up to a maximum of 24,000 tons per year. The Town of Huntington reserves the right to determine yard waste quantities to be processed under this agreement.

11.0 OPERATIONAL REQUIREMENTS

11.1 Location and Access

The contractor must have all licenses, insurances and permits required by Federal, State, and Local jurisdictions. The contractor must, in order to conform with existing Refuse District contracts, have an appropriate facility located within eight (8) road miles of the Town border. The Contractor shall allow unrestricted access to the Contractor’s facility by designated Town personnel to inspect, monitor or review operations.

11.2 Hours of Operation

Hours of operation of the transfer station must be from 6:00 AM to 5:00 PM, Monday through Saturday exclusive of the following Town Holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Town will provide the Contractor with a listing of the actual dates each of the foregoing holidays are to be celebrated within the first week of each new year.

The Town may occasionally require that the Contractor provide services beyond the hours of 6:00 AM to 5:00 PM on Monday through Saturday and/or Sunday and/or authorized holidays. The Contractor will be notified 24 hours in advance if the Town makes such an election. The Contractor will perform the work at the times and dates designated in such notice. The Contractor will be compensated for such operation at the dollar per ton price bid.

11.3 Weigh Scale

The Contractor will provide for operation of a weigh scale system at the Contractor's transfer facility during the term of this Contract. All vehicles must be weighed upon entering and leaving the site. Weighing will include recording the Carter's name, material, vehicle identification (license plate number), gross and tare weight, time, and date. Upon request, the Contractor will provide the Town with a duplicate of all weigh scale records signed by each authorized vehicle's driver, in the event of a dispute for determining unit price payments due to the Contractor under this Contract.

The Contractor shall keep yard waste quantity records on the tonnage received from the Town, and amounts processed and recycled. This information and data is vital for the Town to receive credit relative to their Recycling Plan goals.

12.0 USE OF TOWN FACILITY AS AN INTERMEDIATE TRANSFER STATION

Under this contract the Town, at its sole discretion, may elect to utilize its own NYSDEC registered (52-R-28) yard waste transfer station ("Town Facility"), located at 101 Town Line Road, East Northport New York as an intermediate transfer station for yard waste during the peak Fall yard waste collection season. The Town shall remain the Operator of the Town Facility. The Town will provide written notice to the Contractor of its intent to utilize the Town Facility. Any yard waste transferred to the Town Facility shall be transported to the Contractor's yard waste composting/processing facility at the sole expense of the Contractor. Such transport shall begin within two business days of the Contractor's receipt of the aforementioned written notice from the Town. The Contractor shall transport the

yard waste from the Town Facility in a timely manner in full compliance with the NYSDEC registration requirements.

The Contractor shall enter into a Hold Harmless and Indemnification Agreement with the Town for the use of the Town Facility and shall provide separate insurance relating to the use of the Town Facility and upon such other terms and conditions as may be acceptable to the Town Attorney. Such insurance shall remain in full force and effect for the contract term and shall consist of Liability Insurance in the amount of TWO MILLION AND NO/100DOLLARS (\$2,000,000.00 per one person/\$2,000,000.00 per any one occurrence for bodily injury) and Automobile Liability insurance with the same limits on all automobile equipment used in connection with the contract. Certificates of Insurance reflecting the above coverage shall be provided to the Town prior to the commencement of any work by the Contractor under this agreement. These certificates shall be in the name of the Town and shall further name the Town as an Additional Insured. Contractor is obligated to provide thirty days written notice to the Town prior to cancellation of any coverage, nonrenewal or material change of policy or coverage

13.0 CONTRACTOR'S YARD WASTE COMPOSTING/PROCESSING FACILITY

13.1 General

The Contractor shall provide the Town with a written description of the location of the processing facility and the operation(s) to be carried out. This facility shall be the sole depository for the Town's yard waste for the term of this Contract except in such instances as enumerated in Bid Specification Item 12.0 above.

If the composting/processing facility is operating on land that is not owned by the Contractor then the contractor must identify the owner and where applicable, provide a lease/agreement of such facility allowing its use for the duration of the proposed Contract.

13.2 NYSDEC Compost Facility Permit

All bidders that utilize a compost facility in NYS must have all necessary New York State Department of Environmental Conservation (NYSDEC) Facility Permits or Consent Orders to transport, process and/or operate a yard waste transfer station (as applicable), and submit copies of same with their bid. Such Permits or Consent Orders are required to remain in effect for the term of the contract.

14.0 PERFORMANCE GUARANTEE

The Contractor shall furnish a Performance Bond, in an amount equal to the price per ton bid times an estimated annual tonnage of twenty two thousand tons (22,000), as security for the faithful performance of the Contract. This bond shall be prepared in such form as is acceptable to the Town Attorney, and shall have as surety thereon such Surety Company or Companies with an A-rating as published in the most current A.M. Best Ratings Guide, and as authorized to transact business in the State of New York.

15.0 - CONTRACT DURATION

The term of this Agreement shall be for a period of two (2) years commencing January 1, 2017 and expiring on December 31, 2019. By mutual consent of each party, this agreement may be extended for two (2) additional one (1) year periods.

PRICES

If a like or lower quantity of any item in this BID is sold to any Political sub-division, School District, Fire District or any agency of the State of New York at a greater discount or lower price than the prices quoted herein, the price of the Town of Huntington shall be reduced to that lower price.

CANCELLATION

The Town may upon not less than Thirty (30) days’ notice to the other party cancel this contract without recourse. Such cancellation shall in no way be deemed a breach of contract.

DEPARTMENT OF AUDIT & CONTROL
PURCHASING DIVISION
100 MAIN STREET
HUNTINGTON, NEW YORK 11743
TEL: (631) 351-3177 FAX: (631) 351-2833
<http://huntingtonny.gov>

BIDDER'S NAME

ADDRESS

DEPARTMENT OF PURCHASING
TOWN OF HUNTINGTON
100 MAIN STREET
HUNTINGTON, NEW YORK 11743

CITY

STATE

ZIP

TELEPHONE

FAX

Dear Sir:

Email Address

In compliance with your advertisement for bids to be opened _____ and subject to all conditions thereof, the undersigned hereby proposes to furnish and deliver the supplies and/or services itemized in this proposal in accordance with the Notice to Bidders, General Information, Conditions and Specifications contained herein for the following prices. All prices quoted shall be F.O.B. Huntington. For delivery locations outside the Town of Huntington, at the contractor's option, shipping costs from the contractor's address (as stated in the bid) may be added to invoice with a copy of the freight bill. Shipping Costs are to be prepaid by the contractor and such orders are to be shipped on an F.O.B. destination basis.

PROCESSING AND RECYCLING OF HUNTINGTON
RESIDENTIAL YARDWASTE
Bid No. TOH 16-10R-047

Bid No. TOH 16-10R-047

BIDDER'S COMPANY NAME: _____

Item Description

Price

1. Yardwaste Processing and Recycling \$ _____ Per ton
price written in numerals

\$ _____ Per ton
price written in words

2. Address of Facility to receive yardwaste:

Any corrections on price pages must be prior to bid opening and initialed by bidder

***Please attach all Requirements indicated by the highlighted areas on the Bid Specification Sheet.**

Bid No. TOH 16-10R-047

No verbal changes to, or verbal clarifications or verbal communications of any kind relating to any bid specification are binding upon the Town. No employee, agent, consultant or representative purporting to be acting on behalf of the Town is authorized to make such communications. All questions regarding the content of any bid documents must be submitted in writing to the Purchasing Department. If appropriate, responses will be made in the form of addenda, to all parties of interest.

Bidder acknowledges receipt of Notice to Bidders, Standard Terms and Conditions, and Special Instructions to Bidders.

Respectfully Submitted,

Company

Signed By

Print Name

Title

This agreement must be signed by bidder in order for this bid to be considered as a conforming response.

After the opening of bids, the placing of an order by the Director of Purchasing of the Town of Huntington, New York, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Town of Huntington, and the bidder for supplying the materials and/or services herein described in accordance with the terms of this proposal and at the prices named herein. Unless otherwise indicated this contract will expire on **December 31, 2019.**

PROCESSING AND RECYCLING OF HUNTINGTON
RESIDENTIAL YARDWASTE
Bid No. TOH 16-10R-047

Legal name of person, firm or corporation submitting this bid.

Signed by

Address

City

State

Zip

IF A CORPORATION (FIRM)
President (member)

Name

Address

Vice-President (member)

Name

Address

Secretary (member)

Name

Address

Treasurer (member)

Name

Address

RETURN THIS PAGE IF YOU ARE SUBMITTING A "NO BID"

STATEMENT OF NO BID

**Re: Bid No. PROCESSING AND RECYCLING OF HUNTINGTON
RESIDENTIAL YARDWASTE
Bid No. TOH 16-10R-047**

Attention Prospective Bidder:

In the event your firm declines to bid, please advise this office to that effect by completing the following and returning via fax to (631) 351-2833 or email to purchasing@huntingtonny.gov.

We, the undersigned, have declined to bid for the following reasons (please check all that apply):

- _____ We do not offer this product / service.
- _____ Our work schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We do not have a representative in this area.
- _____ We are unable to meet your bond requirements.
- _____ Other: _____
- _____ Please remove our firm from the Town's bidders list.
- _____ Please keep our firm on the Town's bidders list

Company Name: _____

Address: _____

Authorized Representative (print): _____

Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax: _____

E-mail: _____