

Robert P. Astorino  
County Executive

Department of Environmental Facilities

Thomas J. Lauro, P.E.  
Commissioner

## 23991

**TO:** Board of Acquisition and Contract

**FROM:** Thomas J. Lauro, P.E.  
Commissioner of Environmental Facilities

**DATE:** December 23, 2011

**SUBJECT:** Award Resolution to the Low Bidder  
Contract No. **EF-1106**  
Operation and Maintenance of  
Household Materials Recovery Facility  
Valhalla Campus, Valhalla, New York

**Contractor:** Clean Venture, Inc.

**Amount:** \$1,573,368.00

On December 14, 2011, two (02) bids were received and opened for Contract No. EF-1106 for Operation and Maintenance of Household Materials Recovery Facility, Valhalla Campus Valhalla, New York. The bids were reviewed by the Department and it was determined that Clean Venture, Inc., submitted the low bid in the amount of \$1,573,368.00. Funds for this project are available in the Operating Budget.

Only two (2) contractors submitted bids because the work requires specially trained personnel who have the experience and knowledge to work on the collection, packaging and transport of household hazardous waste, including household chemicals.

The Department has canvassed potential bidders and there are a limited number of contractors equipped to perform this type of specialty work. This project was advertised on the Hudson Valley Municipal Purchasing Group ("HVM") website, in addition to the Journal News, and was viewed by twenty (20) entities on the HVM website. This contract is crucial to provide Westchester County residents with a convenient outlet to safely dispose of common household wastes.

Division of Solid Waste  
Wastewater Treatment  
Water Agency

270 North Avenue  
New Rochelle, New York 10801 Telephone: (914) 813-5400

Fax: (914) 813-5460 Website: westchestergov.com



The department will monitor performance by the contractor and staff at the H-MRF with a department employee to ensure the successful operation and maintenance of the facility.

Therefore, it is respectfully requested that this contract be awarded without the need to re-bid.

The low bidder has been investigated and it has been found that Clean Venture, Inc.:

has performed satisfactory work in the past for the County.  
 Past experience has been investigated and found satisfactory.

The goals and objectives of the contract are to obtain services that will allow the Department to safely collect and dispose of hazardous and other household wastes.

During the three year term of the contract, Department representatives will track and monitor the performance of the contractor and ensure that required records of collection and disposal are maintained.

The Contractor will be responsible to comply with all applicable regulations and codes.

This contract is in the public's best interest because it will promote the health and safety of the general public by providing a facility equipped to receive, process and dispense household waste, thus addressing the County Executive's priority area: Health and the Environment (HE).

The term of this contract is for a period of three (3) consecutive years. It is my recommendation that Contract No. EF-1106 be awarded to Clean Venture, Inc., in the amount of \$1,573,368.00, subject to County appropriations.

A proposed form of Resolution is attached.

# RESOLUTION

## CONTRACT NO. EF-1106

Upon communication from the Commissioner of the Department of Environmental Facilities, be it hereby

**RESOLVED**, that Contract No. EF-1106 for Operation and Maintenance of Household Materials Recovery Facility, Valhalla Campus, Valhalla, New York, is hereby awarded to the lowest responsible bidder, Clean Venture, Inc., 201 South First Street, Elizabeth, NJ 07206, in the amount of \$1,573,368.00 for a term of three years commencing on February 1, 2012 and ending January 31, 2015, subject to the adoption of the Operating Budget; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be charged/ Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/Sub Object	Trust Account	Dollars
2012	251	60	7800	4380-99		\$480,751.00
2013	251	60	7800	4380-99		\$524,456.00
2014	251	60	7800	4380-99		\$524,456.00
2015	251	60	7800	4380-99		\$43,705.00

**Budget Funding Year (s)** 2012-2015 Start Date: 02/01/2012 End Date: 01/31/2015

**Funding Source:**

**Tax dollars** 100% County  
**State Aid** \_\_\_\_\_ -0- \_\_\_\_\_  
**Federal Aid** \_\_\_\_\_ -0- \_\_\_\_\_  
**Other** \_\_\_\_\_ -0- \_\_\_\_\_

**Contractor -  
Federal I.D. No.**

\$1,573,368.00  
(Must match resolution)