

**AGREEMENT FOR
CURBSIDE SOLID WASTE COLLECTION & TRANSPORTATION
FOR THE VILLAGE OF NASSAU
DATE: October 10th, 2020**

A. BACKGROUND

The Village of Nassau (hereinafter referred to as “the Village”) is a Member of the Eastern Rensselaer County Solid Waste Management Authority (hereinafter referred to as the ‘ERCSWMA’ or ‘the Authority’). The Authority is comprised of towns and villages located in Rensselaer County, New York. The purpose of the ERCSWMA is to manage solid waste for these participating municipalities. The ERCSWMA has an approved solid waste management plan (SWMP) which includes the source separation of designated recyclables and compostable (organic) materials. During 2021, source separation applies only to designated recyclables in the ERCSWMA and the Village. This bid request includes the collection and transportation of solid waste to designated disposal sites. The total number of current residential stops is listed in Paragraph Z, Village Specifications.

B. DEFINITIONS

“contractor”: means the successful bidder to whom a contract is awarded by the Village.

“compostables”: shall mean all discarded food, yard clippings, trimmings, leaves, designated non-recyclable paper and hygienic products placed curbside for collection in a specially marked container.

“designated recyclables”: means the following two (2) categories of recyclable materials, namely, [1] all commingled containers, including glass bottles and jars; plastic bottles and jugs; and bi-metal and aluminum cans, foil trays and empty aerosol cans that contained non-hazardous materials (eg., shaving cream, whipped cream); and [2] recyclable papers, including all newsprint, magazines, junk-mail, boxboard, phone-books, catalogs, office and writing paper and flattened cardboard.

"household solid waste": means solid waste discarded from single or multiple dwellings known as residential units as described herein.

“municipality”: means the Village of Nassau as defined by its municipal boundaries.

"residential unit": any single-family housing unit and any multiple family housing unit up to a maximum of four (4) apartments shall be categorized as a residential unit.

"solid waste" or "MSW": means all putrescible and non-putrescible solid wastes, including, but not limited to, materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, or are being accumulated, discarded or rejected, having served their intended use, or as a manufacturing by-product, including, but not limited to, garbage, refuse, *but not including* sewage and other highly diluted water-carried materials or substances and those in gaseous form, commercial waste, rubbish, ashes, furnishings, appliances, tires, yard discards, demolition and construction debris and offal, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, or waste which appears on the list or satisfies the characteristics of hazardous waste promulgated by the commissioner of environmental conservation pursuant to section 27-0903 of the environmental conservation law.

“source separation of recyclables”: means that designated recyclables placed curbside for collection shall be kept separate from solid waste by the hauler and delivered to the site for Recyclables determined by contractor and approved of by the Village of Nassau, New York and the ERCSWMA.

“yard discards”: means lawn and yard clippings, trimmings and leaves.

C. WORK TO BE COMPLETED

The Village desires pricing relating to service with the collection of recyclables and solid waste. Bidders are therefore asked to provide prices for collection / transportation of solid waste, as well as collection / transportation of recyclables.

Under these specifications, the contractor to whom the contract is awarded will be required to collect and transport to designated disposal sites all household solid waste weekly, or household and designated recyclables weekly, which is accumulated and placed for disposal by the designated residential units of the Village named herein. This will be for a pickup of household solid waste and recyclables weekly as in a single stream process. The pricing shall include the provision of all necessary containers for the curbside collection of the Residential Solid Waste and Residential Recyclables.

D. DISPOSAL

The contractor shall, on each collection day, remove all collected materials, both recyclable and non-recyclable and deliver the same to the specific disposal sites designated by the VILLAGE under the terms of their Service Agreement with the ERCSWMA. Unloading of materials at the specified site shall be in accordance with procedures at that site. The method and means of disposal shall in every respect be satisfactory to the health authorities having jurisdiction over the locality where final disposal is made.

E. SCHEDULE AND TERM

Solid waste generated and set out by all residential units located in the VILLAGE shall be collected once each and every week, during the period of **January 01, 2021 - December 31, 2025**, being a five-year period. Recyclables generated and set out by all residential units located in the Village shall be collected once every week as in a single stream recycling manner. The Village shall have the option to extend the contract for one additional two-year terms at a contract price to be negotiated but which cannot be increased by more than the Consumer Price Index (CPI) for the renewal period.

F. FLOW CONTROL & RECYCLING PROVISIONS

The Village has a flow control law in effect limiting the amount of household solid waste disposed of at curbside during weekly collections. For each household, one 66-gallon container for solid waste container and one 66-gallon recyclables container are allowed. Permitted containers are affixed with yellow stickers. As part of the scope of work to be performed, the contractor will assist the Village with enforcement of the flow control law by collecting only those containers so affixed with the required stickers. The Village may, from time to time, direct the contractor to leave notices on containers in an effort to inform residents of the law.

The Village has a recycling law in effect that restricts the disposal of designated recyclable materials with household solid waste. As part of the scope of work to be performed, the contractor will assist the Village with enforcement of the flow control and recycling law by rejecting for collection recyclable containers that are filled with solid waste, solid waste containers that are overfilled, or are otherwise in violation of the local flow control and recycling laws. The Village may, from time to time, direct the contractor to leave notices on uncollected containers in an effort to inform residents of the law.

G. ORDINANCES/LAWS

The contractor shall be subject to any ordinances made by the VILLAGE, or health authorities of the VILLAGE, and by such local laws and regulations made by the VILLAGE, county, state or federal governments and by such reasonable regulations governing the removal of solid waste as may hereafter be adopted.

Additionally, the contractor shall comply with the requirements of all State and Federal laws pertaining to labor, wages and hours, including but not limited to those relating to Workman's Compensation and Social Security.

H. MOTOR EQUIPMENT AND TOOLS

The contractor shall furnish and properly maintain sufficient packer trucks and recycling vehicles to execute the foregoing schedule without interruption for the collection, transportation and delivery to disposal sites for solid waste and recyclables as defined above. The covered vehicles must be reasonably constructed so as to minimize exposure during collection and loading of materials, thus preventing solid waste or recyclables from being scattered upon the highway. The vehicles must be of substantial construction and maintained in a good state of repair. The vehicles must be kept in such condition that no odors will emanate from said vehicles, and the said vehicles must present an appearance of cleanliness.

Each vehicle shall carry sufficient shovels, brooms and other tools to enable the contractor to clean up any material that may be spilled upon the streets, roads or alleys by him/herself or any person at the time of collection. Contractor will be subject to a \$100 penalty for each occurrence of non-compliance regarding the proper clean-up of spilled materials upon Village streets. Penalty payments will be automatically deducted from the monthly fee owed to Contractor.

I. MANNER OF COLLECTION

All residential collections are to be made curbside, that is, at a point no more than five (5) feet from the point at which a driveway or other main access to the premises intersects either the Village, county or state road in closest proximity to the same. The contractor is also required to collect from any private road (typically designated as a "Way") on which there are seven (7) or more residences.

Due care is to be exercised by the contractor to prevent containers from being damaged. Empty containers shall be returned to the locations from which they were collected. Vehicles shall not be loaded to such an extent that the solid waste cannot be covered. Further, the spilling of the same will not be tolerated.

Holiday schedules must be arranged with the Village, and in accordance with availability of the disposal site. In the event, however, that a route will be more efficient by changing collection days, the same will be permitted provided a detailed map of the proposed route change(s) is provided to the Village with this bid. Further, it is the obligation of the contractor to notify residents via the written news media as to the specific collection route proposed. With regard to route changes, the contractor shall notify individual residents and commercial enterprises of the change no later than thirty days prior to the proposed change date. Said notification must be approved by the VILLAGE prior to delivery to residents.

In the event that inclement weather conditions cause certain roadways on the collection route to be impassable by the contractor's vehicle(s), such collections may be delayed until such roadways are cleared / repaired. The contractor shall notify the Village of such conditions, and shall complete the collection of all solid waste and recyclables as soon as practicable, but not later than the Sunday following the scheduled collection date. Collection of residential solid waste and recyclables shall not be cancelled by the contractor, under any conditions, without the written consent of the Village.

J. CONTAINERS FOR RESIDENTIAL LOCATIONS

As part of the contract price and for the duration of the contract, the contractor shall provide containers with lids for any residential property so designated by the Village for household solid waste and the contractor shall also provide containers for the recyclables.

K. PAYMENTS

The VILLAGE shall make payments for the collection and transportation of waste to the designated disposal sites in equal monthly installments at the end of each month. Should the contractor fail or neglect to perform or carry out the terms of these specifications to the satisfaction of the VILLAGE, the VILLAGE shall have the right to deduct from each monthly installment a sum equal to 1/25th of the total contract price for each and every day that the contractor fails or neglects to comply with the terms of these specifications. Said sum so deducted shall be deemed liquidated damages for such failure or neglect for each day but shall not apply to or be deemed liquidated damages for any other act, omission or thing done by the contractor whereby the VILLAGE or the ERCSWMA suffers damages.

The VILLAGE reserves the right to cancel the contract at any time if the same is not being carried out in compliance with these specifications. Before such action is taken, at least ten (10) days notice in writing will be given to the contractor or his agent that a hearing will be held for that purpose, but nothing herein contained shall be deemed as releasing any surety.

The VILLAGE also reserves the right to deduct from the contractor's monthly installments any penalty imposed under the terms of the contract and any amount expended in performing work that the contractor may have failed to perform in accordance with the specifications.

L. INSURANCE

The contractor will be required to furnish the VILLAGE and the ERCSWMA, each, with a Certificate of Insurance, listing the VILLAGE and the ERCSWMA as additional insureds, covering the following:

1. Workman's Compensation insurance with coverage as required by the State of New York;
2. General Liability insurance with a coverage limit of at least One Million (\$1,000,000) Dollars for bodily injury and property damage; and to any one person, and Three Million (\$3,000,000) Dollars for any accident or catastrophe resulting from the execution of the contract; and
3. Automotive Liability insurance with a coverage limit of at least One Million (\$1,000,000) Dollars for bodily injury and property damage to any one person and Three Million (\$3,000,000) Dollars for any one accident or catastrophe covering all owned, non-owned, leased and hired vehicles used in connection with this contract.

Complete copies of all insurance policies are required following award of the bid. Failure to deliver said policies and Certificates 7 days prior to the commencement of collection shall result in the imposition of a \$100.00 fine for each day late.

M. INDEMNIFICATION OF VILLAGE AND ERCSWMA

The contractor shall indemnify and hold both the VILLAGE and the ERCSWMA harmless from any suits or claims arising from any cause whatsoever in connection with the performance of work pursuant to these specifications.

N. RIGHT TO REJECT BIDS

The VILLAGE may waive irregularities or deviations from the specifications set forth in this document if the Village determines that it is in the VILLAGE'S best interests to do so. The VILLAGE reserves the right to reject any or all bids and to cancel or modify the terms of this procurement as it sees fit.

O. CHECK OR BID BOND TO ACCOMPANY BID

Each proposal for the work herein defined shall be accompanied by a certified check payable to the order of the VILLAGE in the amount of 5% of the total bid price or a bid bond for 5% of the total bid price. The VILLAGE will return the checks or bid bonds of the unsuccessful bidders within 14 business days after awarding of the bid. The check or bid bond for the successful bidder will be returned to him/her when he/she has entered into the contract to perform the specified work and has filed the required bond hereinafter mentioned with the VILLAGE; otherwise, it shall be forfeited and become the property of the VILLAGE.

P. BOND

The Contractor to whom the contract is awarded will be required to give a performance bond in the amount of the total contract and said bond shall run for the entire term of the contract, including any extensions. The bond shall be for the faithful performance of work by the contractor. The bond shall be executed by an incorporated insurance company or by two or more sureties. In either case, the form of the bond and the sufficiency of the sureties or insurance company must be approved by the VILLAGE attorney or counsel.

Q. ASSIGNMENTS

The contractor shall not be permitted to assign, transfer, convey or otherwise dispose of the right, title or interest in the contract to any person, company or corporation without prior written consent by the VILLAGE.

R. CONTRACT DOCUMENTS

The advertisement for bids, specifications, form of performance bonds and surety bonds & other documents, including addenda thereto, issued during the time of bidding, will form the contract herein. Bidders must carefully examine all contract documents. Failure to do so will be at the bidder's own risk and he/she cannot thereby secure relief on the grounds of errors in his/her bid.

S. AWARD OF CONTRACT

The VILLAGE Board shall award the contract to the lowest responsible bidder whose bid has been filed in conformity with the notice published by the VILLAGE and meets all of the specifications, and the contract shall be awarded to the lowest responsible formal bidder therefore, unless in the judgment of the VILLAGE, it shall be in the best interest of the public to reject all bids and advertise anew. The VILLAGE reserves the right to reject any and all bids, in its sole discretion.

T. NON-COLLUSIVE BIDDING CERTIFICATE

The non-collusive bidding certificate must be signed and dated by the bidder in order for his bid to be complete. Any bid received without this certificate completed will be rejected.

U. WITHDRAWAL OF BIDS

Once submitted, bids may only be withdrawn as provided for in General Municipal Law, Section 103.

V. DISPOSAL SITE

The municipal solid waste disposal site currently provided by the ERCSWMA is the B-3 Transfer Station, Route 22, Canaan, Columbia County, New York. Hours of operation at the B-3 Transfer Station are Monday through Friday, 7:00 am - 3:30 pm; Saturday, 8:00 am - 12:00 pm. The contractor's price shall be inclusive of costs to transport solid waste to the B-3 Transfer Station.

The contractor or its employees must secure a weigh ticket from the B-3 Transfer Station upon the tipping of each and every load. Said weight tickets are to be delivered to the Village Clerk on a monthly basis within 7 days of the end of the month.

The contractor's price shall be inclusive of costs to transport recyclables. The contractor may designate where those recyclables will be transferred to but the authority has final approval.

W. REQUIREMENTS FOR SUBMISSION OF BID

1. non-collusive bidding certification
2. certificates of insurance
3. bid form
4. 5% bid deposit in the form of a certified check or a bid bond for 5% of the total bid price

X. WAIVER

The failure by the VILLAGE to enforce any provisions set forth herein or in any of the contract documents shall not be deemed nor constitute a waiver, unless specifically set forth in writing and signed by the Mayor on behalf of the VILLAGE.

Y. ADDITIONAL UNITS

Households coming into existence or residential properties becoming occupied during the contract term shall be included in the contract without additional cost to the Village or to the residents or owners of such properties.

Z. VILLAGE SPECIFICATIONS

Population: 1134 (from 2015 census annual population estimates)

Approximate Number of Residential Units: 429

Approximate Number of Single-Family Homes: 390 (2014 5-year American community survey estimate)

Documented 2019 tons of MSW: 290 tons

Documented Recyclables, 2015: 97 tons

AA. PAYMENT PROCEDURE

Contractor must submit a voucher, with attached weight slips for solid waste, along with a statement for collection services rendered during the month. Said voucher and attachments must be submitted 15 days prior to the regular monthly meeting which is held on the 2nd Wednesday of each and every month. Payment will be made during the calendar month of the regularly scheduled meeting, subject to any extenuating circumstances beyond the control of the Village Board.

BB. SPECIAL REQUIREMENTS

Collection Hours: 6:00 am - 4:00 pm.

Collection Days: *Tuesdays*. In addition to Tuesday bidder may submit a quote to pick up on a different day of their choosing if such day would result in additional savings to the Village.

Special Properties: Contractor must collect and dispose of source separated solid waste and recyclables from the Village Hall and Village Garage, *without cost* to the VILLAGE or such entity.

STATEMENT OF NON-COLLUSION

By submission of this proposal, the Contractor identified below, together with any affiliates or related persons, the Guarantor and any joint ventures, ("the Contractor") hereby certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices with any other person or company;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed prior to "opening," to any other company;

3. No attempt has been made or will be made to induce any other person, partnership of corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

4. The person signing this proposal certifies that he/she has fully informed him/herself 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 Contractors as well as to the person signing on its behalf.

(The CERTIFICATION should be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Signature _____ Title _____

Sworn to before me this

_____ day of _____, 2020

Notary Public

BID FORM

Date of submission of bids: Up to and including 10:30 *a.m.* on **Tuesday, November 10, 2020**

Review process: All bids received will be publicly opened by the Village Clerk at 11:00 AM on Tuesday, November 10th, 2020 and delivered to the Village Board for review by Wednesday, November 11, 2020.

Delivery location for bids: All bids shall be addressed and delivered to:

Melissa Turner-Bulan., Village Clerk ♦♦ Village of Nassau
40 Malden Street, Nassau, NY 12123
Faxes will not be accepted.

Bid labeling: Sealed bid envelope must be labeled: "Bid for Curbside Solid Waste/Recycling Pick-up".

Bid deposit: Five percent (5%) bid deposit (certified check) or a bid bond for five percent (5%) of the total bid price must be included with this bid form.

Right of rejection: The Village reserves the right to reject any or all bids received at its sole discretion.

Bid price: Bid price for supplying the curbside collection and transportation services (*no tipping fees*) in accordance with the bid specifications dated _____:

- ♦ **Bid Price:** Collection and Transportation of MSW and Single Stream Recyclables. Disposal site for MSW is the B3 Transfer Station, Canaan, New York. Disposal site for Recyclables is to be determined by contractor and approved of by the Village of Nassau, New York and the ERCSWMA.

\$ _____ **Total Contract Price for Village of Nassau.**

Vehicle Identification Numbers: A description of collection vehicles to be used in this contract are:

OWNER'S SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE NO: _____ - _____ DATE: _____