

Town of Tuxedo Refuse Collection RFP July 2020

REQUIREMENTS OF BID AND DELIVERY

ALL BIDS MUST INCLUDE THE FORMS ANNEXED HERETO AND SUBMITTED IN ACCORDANCE WITH THE PROVISIONS CONTAINED HEREIN.

1. Receipt and Opening of Bid.

The TOWN OF TUXEDO invites bids for the "Bid Item" specified in the *"Notice to Bidders"* as detailed in the specifications attached hereto. Bids will be received at the office of the Town Clerk until 1:00 p.m. on Monday, July 20, 2020 and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of Bid.

a. Sealed envelope. Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(i) Bid for: Garbage, Refuse & Recyclable Collection and Disposal
Town of Tuxedo

(ii) The name and address of the bidder. Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

Tuxedo Town Clerk	Proposal for: Garbage, Refuse & Recyclable
One Temple Drive Tuxedo, NY 10987	Collection and Disposal

b. Bid Proposal. All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. Non-Collusion Certification. Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. Bid Security. Each bid must be accompanied by bid security in the form of a Letter of Credit or certified or cashier's check payable to the Town in the amount of ten percent (10%) of the bid. Bid securities will be returned within seven (7) days after opening of the bids, to all Bidders except the three Bidders the Town believes to have a reasonable chance of receiving the award of the bid, and the remaining securities will be returned to the unsuccessful bidders within 45 days of the bid opening. If the successful bidder abandons the bid by failing to timely perform the requirements of the bid, including execution of any agreements and/or failure to post the required performance guaranty, the bid security will be forfeited to and retained by the Town. In addition, the Town shall be entitled to liquidated damages of the difference between the forfeited security and the additional cost to the Town by reason of the abandonment.

e. Bid Checklist.

- | | | |
|-----|----------------------------------|--------------------------|
| (1) | Sealed envelope properly labeled | <input type="checkbox"/> |
| (2) | Bid proposal form | <input type="checkbox"/> |
| (3) | Questionnaire | <input type="checkbox"/> |
| (4) | Non-collusion certification | <input type="checkbox"/> |
| (5) | Bid Security | <input type="checkbox"/> |

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations must be in writing addressed to the Town Clerk of the Town of Tuxedo, One Temple Drive, Tuxedo, NY, 10987, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed, hand delivered, emailed or faxed to all prospective bidders (at respective addresses furnished for such purposes), and will be posted on the Town's website, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

4. Deviations from Specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bid shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

6. Performance Guaranty.

A performance guaranty is required. Please check Bid Specifications for details.

7. Bid Price.

The prices quoted are to include the complete cost of the work or items bid, including all charges, taxes, and all other incidental charges. It is expressly called to the bidders' attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind are allowed.

8. Taxes.

The bid price shall not include any excise or sales taxes, from which the Town is exempt.

9. Qualifications of Bidders.

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Town all such

information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidders fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted.

10. Statement of Equality.

Any reference made in the specifications affixed hereto to trade, means, manufacturer names, minute details and/or methods of manufacture, including material specifications and/or model numbers, is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long-time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration with respect to the award of the contract. The Town reserves the right to approve all proposed "equals."

11. Town's Reservation Rights.

The contract will be awarded to the lowest responsible bidder furnishing the required security. The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town, or to reject any and all bids and to readvertise for bids. The Town specifically reserves the right to waive any informalities in the bids tendered.

NOTE: Other requirements may be found in the Specifications annexed hereto.

BID SPECIFICATIONS FOR
GARBAGE, REFUSE & RECYCLABLE COLLECTION AND DISPOSAL CONTRACT
TOWN OF TUXEDO REFUSE DISTRICT

INFORMATION FOR BIDDERS

1. The Town is accepting bids for a multi-year contract. The initial term shall be for one year (Year 1), commencing on September 1, 2020, and ending on August 31, 2021. The contract may be extended annually at the Town's sole option for one (1) to four (4) additional one-year terms (Years 2, 3, 4, and 5).

Bidder shall submit a bid price based upon total annual cost.

Residence Section: There are approximately 915 units to be served under the contract. Each residence should receive (1) 95 gallon trash toter and (1) 95 gallon recycling toter

Condominium Section: There is one Condominium complex in Tuxedo:

Tuxedo Heights, 12 Park View Drive, Southfields, NY 10975

There are 118 condominium units arranged in 13 buildings to be served from dumpsters supplied by the Contractor as follows:

Eleven (11) 4-yard Dumpsters, (preferably bear resistant) distributed as stated:

Four (4) on Old Mill Road

Four (4) on Mountainside Drive

Three (3) on Parkview Drive

With an additional Eighteen (18) - 95 Gallon Recycling toters distributed near the dumpster locations.

Historically, there has not been significant growth in the areas of the town served by the contract. During the term of this contract, if there is an annual increase of more than 50 units per contract year, the contract price may be adjusted by further written agreement of the parties based upon an average cost per unit.

All bidders must submit a price for Year 1 and Year 2 with prices for Optional Years 3, 4 and Year 5.

A. Alternative 1. In the event of a change in landfill tipping fees during the term of the contract, the contract amount will be adjusted accordingly.

B. Alternative 2. In the event of a change in landfill tipping fees during the term of the contract, the contract amount will not be adjusted.

The bidder must submit prices for all Alternatives,

2. In the event that a contract is awarded pursuant to Alternative 1, the Contractor shall submit with its bid to the Town its itemized estimates of the weight in tons of: a) trash and garbage, and b) bulk items, collected in the Town, and shall submit its actual tipping fees per ton. Together with its agreement with the landfill. Said estimate of weight may be amended at any time by the Contractor, provided the Contractor supplies reasons to the Town to support such amendment. The Contractor's estimate must be approved by the Town, and such approved estimate, or actual tonnages if required by the Town, will be used by the parties to calculate any adjustment in contract price due to a change in tipping fees.

If the tipping fee increases, the Contractor must provide documented evidence of said increase and of attempts by the Contractor to locate an alternative disposal site. Any such increase shall not exceed the change in fees incurred by the Contractor. If tipping fees decrease, the Contractor is required to notify the Town immediately.

3. Each bid shall be accompanied by a Bid Guaranty in the form of a certified check or letter of credit issued by a bank with offices in Orange or Rockland County in an amount not less than ten percent (10%) of the amount of the bid submitted.

4. The successful bidder will be required to provide to the Town, prior to the execution of the contract, a Performance Guaranty in the form of a certified or cashier's check or Letter of Credit, issued by a bank with offices in Rockland or Orange County and approved in form by the Town Counsel. The Performance Guaranty amount and term must be in an amount of 33% of the Year 1 bid price and must secure performance for Year 1, provided that a new or amended Performance Guaranty is delivered annually to secure performance for the following contract year in an amount of 33% of the following year's contract price, which Performance Guaranty shall be provided to the Town at least two (2) months prior to commencement of the following contract year.

5. The bidder shall have at least three (3) years of business experience in the field of garbage collection and removal.

6. The bidder shall complete the attached Questionnaire and submit same with all other bid documents.

7. If the successful bidder to whom a contract has been awarded shall fail to furnish the required proof of insurance coverage or Performance Guaranty, or to execute the contract as required by these specifications, the failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the Bid Guaranty submitted with the bid proposal shall become the property of the Town of Tuxedo as liquidated damages and not as a penalty.

8. The contract is attached to the bidding documents. The terms set forth therein are part of the bidding documents. Execution of the contract by the successful bidder is a formality, it being understood that the bid and award of bid constitute a contract.

9. The successful bidder shall be prepared to, and agrees to, commence collection on September 1, 2020

CONTRACT PROVISIONS

DEFINITION OF TERMS

Contractor. The term "Contractor" shall mean the person or persons, partnership, or corporation contracting for the work to be performed under these specifications.

Garbage. The term "garbage" shall mean normal, usual kitchen and household waste, primarily from perishable or disposable items such as left-over food matter, food packaging and non-recyclable containers including cans, bottles and magazines; dishes, pots, pans, glass, bottles and crockery and small household appliances, providing the same are placed in securely-fastened containers or bags which when filled have a maximum weight of sixty (60) pounds and a maximum volume capacity of thirty (30) gallons, except when any of the foregoing are mandated to be source separated and recycled.

Trash. The term "trash" shall mean any items of solid waste not encompassed within the definition herein of "garbage" that is 11011-toxic and is placed in a clearly-fastened container which is filled at a maximum weight of sixty (60) pounds and a maximum volume capacity of thirty (30) gallons. Said items shall not include ashes or other refuse resulting from the burning of wood and/or coal for heating purposes; materials left over from remodeling projects (*excluding minor home improvements*) of

existing residences such as extensive lumber, paneling, rolled insulation, tires, pipes, plaster, concrete and bricks, and motor vehicle parts, or any items determined to be recyclable by the County of Orange. Refuse from demolished or newly- constructed buildings is not considered “trash.”

Refuse. The term “refuse” shall include the meanings of “trash” and “garbage” as defined above.

The definitions of the above terms are general and may be reclassified at any time by the Town Board, but any such change in the classification shall not be such as to materially increase the cost of collection to Contractor.

SCOPE OF WORK.

1. The successful bidder shall furnish and properly maintain, at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, containers or dumpsters, implements, materials, transportation and disposal facilities necessary and proper to provide an adequate and uninterrupted refuse collection service for all residential properties using container or dumpster service located within the Refuse District of the Town of Tuxedo during the contract term in accordance with the requirements of the terms, conditions, methods and procedures such as set forth in these specifications.

2. Collection of garbage and trash for the entire Town shall take place two (2) times each week, preferably on Monday and Thursday; alternative collection days shall be considered by the Town Board, but under no circumstances shall there be fewer than two (2) collection days per week. Curbside collection service shall be provided to all residences, including those having accessory home occupations. Under no circumstances shall Contractor leave a road or area uncollected, and Contractor shall use a vehicle suitable for navigating narrow streets, including those temporarily narrowed by snow banks, whenever the need arises.

3. The Town requires a fixed day for dumpster service, Thursdays preferred. In addition to the eleven dumpsters provided for the Tuxedo Heights Condominiums, The Contractor shall also provide, free of charge, five (5) four yard garbage dumpsters (see distribution below) and one (1) 95 gallon recycling toter (to be located at Town Hall)

- All three Fire Companies: require one - Four (4) yard dumpster
 - Eagle Valley - 14 Scott Mine Road, Tuxedo NY
 - Sterling Forest - 1664 Long Meadow Road, Tuxedo NY
 - Tuxedo Park - Intersection of Contractor’s Road and Rt. 17, Tuxedo
- Town Hall, One Temple Drive requires (1) - Four yard dumpster
- Quarry Field, 21 Warwick Brook Road, Tuxedo, requires (1) Four yard dumpster

4. All containers shall remain the property of the Contractor and shall be properly cleaned and maintained by the Contractor. Damaged containers shall be replaced. All dumpsters and containers shall be of sufficient size to service the needs of the property residents. The size shall permit all lids to remain securely closed without spillage or overflow of garbage. Containers must be inspected every Monday and emptied if containing refuse. Under no circumstances shall Contractor allow containers to remain full after inspection each Monday. Containers taken offsite for emptying must be replaced with an empty container at the time of removal.

5. Unless otherwise directed by the Town, the Contractor shall also provide, free of charge, one (1) 30- yard dumpster six times per year at the Highway Garage.

6. Recycled Materials Collection. Materials designated to be recycled by the County of Orange shall be collected one (1) time each week in accordance with the County's regulations and on one of the same days as regular pickup, at no additional cost.

7. Holidays. No collection shall be made on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If for any other reason Contractor will not collect on any day provided for in these Specifications, he shall notify the Town Clerk immediately. This provision shall in no way be interpreted to allow any change in collection days, but is included to impose a duty on the Contractor to keep the Town informed as to changes resulting from matters, such as inclement weather, beyond the Contractor's control.

8. Collection of Bulk Refuse from Residences. The successful bidder shall collect bulk refuse materials such as appliances, furniture and other household items from all dwellings in the Refuse District of the Town of Tuxedo served under this contract. The pick-up of such items shall be made in accordance with all applicable governmental regulations and will exclude hazardous materials, televisions, construction and demolition material and tires. This collection will be scheduled by appointments for two (2) times a month, preferably on the first and third Mondays of each month; alternative collection days shall be considered by the Town Board, but under no circumstances shall there be fewer than two (2) collection days per month. There shall be no limit of number of bulk items for collection imposed on Town residents.

9. Method of Collection. Collection shall start not earlier than 6:00 a.m. and shall be completed by 4:00 p.m. each day, unless express permission is given by the Town Board for a change in the scheduled hours.

10. The Contractor must use due care in collection and disposal of garbage and refuse, both in handling receptacles and in transportation of said materials. The Contractor shall place all garbage receptacles back to their original location, including garbage receptacle enclosures where provided, in an upright position, with the covers in place, after the contents have been removed. The Contractor is responsible for all damage to receptacles and enclosures and must clean up all spilled materials or scattered papers or other materials caused by carelessness on the part of the Contractor's employees in handling the materials or caused by the discharge of any materials from trucks during transportation. The Contractor must instruct his employees to be courteous at all times while performing the work herein. Any differences arising between the Contractor or his employees and the residents of the Town must be settled satisfactorily by the Contractor.

11. Vehicles of Contractor. All vehicles shall be watertight and shall be so constructed that materials shall not fall on the roadways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily, and shall at all times be subject to the approval of the Orange County Department of Health, New York State Department of Health, or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein. All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letters at least four (4) inches in size.

12. Transportation of Materials Collected. The successful bidder shall transport all materials so as to prevent odors or the dropping of any such matter upon streets, private property or public places. The Contractor shall load all material directly onto the truck, leave all places clean after collecting and loading, and be responsible for any spillage while collecting, loading or transporting the same. The

Contractor's drivers shall strictly adhere to all posted speed limits and shall use extra caution in residential areas and in the presence of children and pedestrians.

13. Payment. Payment will be made to the Contractor on a monthly basis, based on the bid price, not later than the thirtieth day of each month for the preceding month's work, upon approval of a voucher submitted by the Contractor on the first day of the month in which payment is sought.

14. Inspection. The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this Contract, and the Contractor shall allow the said inspectors free access to any and all equipment of the Contractor at all times. The Tuxedo Town Board reserves the right to inspect each truck prior to the start of collection on any given day to determine that such truck is empty as it begins collection.

15. The Contractor shall provide to the Town within five (5) days of the Town's, or its designee's, request any and all information and documents pertaining to the weight of materials collected, the disposal site, and tipping fees.

16. Laws and Permits. The Contractor, subcontractors, or any person(s) acting on their behalf, shall strictly comply with all Federal, State and local laws, including but not limited to the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. There shall be strict compliance with the New York State Labor Law, Article 9, entitled, "Prevailing Wage for Building Service Employees," Section 230 and 231, which govern the carting industry. A schedule of wages from the New York State Department of Labor applicable to the contract is made part of the bidding documents as though set forth therein in its entirety. The Contractor shall procure and maintain, at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges.

17. Disputes. In case of a dispute with Contractor, work shall continue until the dispute is resolved, or, in the event the dispute cannot be resolved, until the matter shall have been finally adjudicated by a Court.

18. Default. In the event of the failure of the Contractor to carry out the terms of the agreement with the Town, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default after forty-eight (48) hours of written notice to the Contractor and the issuer of the Performance Guaranty by certified mail, fax, overnight service or personally, the Town Board may immediately contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages, shall be paid by the Contractor. Said amount or any portion thereof may be deducted from any outstanding balances owed the Contractor by the Town, and/or by presentation for payment of the Performance Guaranty to the issuer.

19. Non-Discrimination.

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.

(b) No Contractor, subcontractor, or any person(s) acting on their behalf, shall in any manner discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, age, gender or national origin.

(c) The contract may be cancelled or terminated by the Town Board upon sixty (60) days' written notice, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

(d) Behavior of Employees. It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the Contractor, nor his agents or employees, shall solicit, or be permitted to solicit, gratuities of any kind for or during the performance of any work in connection with the collection service. The Contractor and his agents and employees shall be polite and courteous at all times to all persons served and shall give them, within reason, the benefit of the doubt in all disputes. If the containers are destroyed by the Contractor's workers or removed by mistake, the Contractor shall replace them at his expense with new containers equal to the originals. The Contractor shall, without liability on the part of the Town of Tuxedo or its officers, be required by the Town Board to discharge or otherwise discipline any of his agents or employees shown, to the satisfaction of the Town Board, to have been guilty of neglect or carelessness in the conduct of collection service, or who may be found guilty of unnecessarily damaging containers or other property of residents, or of discourtesy or insolence to any resident.

(e) Indemnification, Worker's Compensation, Public Liability and Property Damage Insurance. The Town of Tuxedo, without assuming or in any way being liable for the protection of the Contractor's employees against physical injury during the performance of the contract or for the injuries received by any person, or damage to equipment by the Contractor in the performance of the contract, will require, and it shall be the duty of the Contractor to procure and furnish and at all times keep in force, a New York State statutory policy of Worker's Compensation Insurance and a New York State Disability Benefits Policy.

The Contractor agrees to indemnify and hold harmless the Town, its officers and employees from any and all liability, claims, actions, judgments, injuries, damages and costs, including but not limited to reasonable attorneys' fees (all referred to hereafter as "liability"), which may arise from the performance of this contract. The Contractor agrees and acknowledges that the Contractor is not an employee or agent of the Town and that the Town is not an owner, arranger, generator, transporter or storer of any of the materials collected and removed pursuant to this contract. The Contractor expressly indemnifies and holds harmless the Town, its officers and employees from any and all liability which may arise from any violation, alleged or otherwise, of environmental laws. The Contractor shall take proper measures to guard against all liability.

The Contractor shall obtain liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general

liability insurance in minimum amounts of \$1,000,000/\$3,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$1,000,000/\$3,000,000; and property damage insurance in minimum amounts of \$1,000,000/\$3,000,000. The Town shall be named as an additional insured on said policy or policies. The Contractor shall provide a Certificate of Insurance to the Town Clerk demonstrating that the Town is named as an additional insured and containing a provision that the Town shall receive written notice of any modification, suspension or cancellation of insurance coverage at least thirty (30) days prior thereto and further providing that, without such notice, such modification, suspension or cancellation shall be ineffective. The Town may require the Contractor to produce evidence at the time of the filing of the Certificate of Insurance that the premium or premiums on said policy have been paid. If a policy is to be cancelled for nonpayment of premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the Contractor under the contract.

(f) **Non-Transferability of Contracts.** Pursuant to Section 109 of the General Municipal Law:

(a) Any bidder and/or contractor to whom the contract is let, granted or awarded is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Town Board.

(b) If any bidder and/or contractor to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board, assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract, to any other person or corporation, the Town Board shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or contractor, his assigned transferees or subleases shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-award the contract, with all expenses to be underwritten by the Contractor.

(c) **Default Penalties, Remedies and Liquidated Damages.**

(a) In case of the failure of the Contractor to remove the garbage or trash from any of the premises in the Town of Tuxedo on the day scheduled for collection and where the same shall have been properly placed for removal before the Contractor passes the residence, or for any other violation of these Specifications, there shall be imposed, and the Contractor shall, upon notice from the Town Supervisor, pay to the Town of Tuxedo, as a liquidated damage penalty, the sum of One Hundred and 00/100 Dollars (\$100.00) for each such failure to comply with the requirements of the specifications.

(b) In addition to the liquidated damage penalty, if the Contractor fails to perform the work in accordance with the Specifications, or if he/she performs the work in an unsatisfactory manner, after having been notified in writing of said unsatisfactory work by the Town Supervisor, the Town Board may declare the Contractor in default of its contract and may proceed either to perform the work required under the contract at its own expense, charging the cost thereof against outstanding monthly payments owed to said Contractor, or it may contract with some other contractor for the performance of the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner. In addition to the aforesaid, the

Contractor shall remain liable for any and all costs incurred by the Town of Tuxedo in having the work performed which was the responsibility of the Contractor, and the costs shall be recoverable from the monies withheld by the Town of Tuxedo from monthly payments.

(c) Any penalty imposed pursuant to Paragraph (a) of this Section or determination made by the Town Board pursuant to Paragraph (b) of this Section may be appealed by the Contractor within thirty (30) days of the mailing of the notice of the penalty or of the said determination to the Contractor. In addition, prior to any action by the Town Board pursuant to Paragraph (b) of this Section, the Contractor shall have the opportunity for a hearing before the Town Board.

(d) It is understood and agreed that any required payment of damages or penalties made pursuant to Paragraphs (a) and (b) of this Section shall not be deemed a waiver of the Town's right to terminate the contract as provided for in Paragraph (b) above.

(e) It is further understood and agreed that, if the Contractor is declared by the Town Board to have defaulted in the performance of the contract, the Contractor shall pay the Town of Tuxedo, in addition to the other costs, \$1,000 per collection day for each day the Contractor is in default, as liquidated damages.

(f) It is further understood and agreed that, should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, by virtue of either State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this contract insofar as the liability of the financial institution under its Letter of Credit is concerned and the retainage held by the Town; the said financial institution shall continue to be liable to the Town under the Performance Guaranty furnished as though said Contractor had not been so adjudicated insolvent or bankrupt; and such adjudication of insolvency or bankruptcy may be construed by the Town of Tuxedo as a default by the Contractor.

23. Notification and Instructions to Residents.

(a) At least seven (7) days prior to the commencement of the contract, the Contractor will, at its own expense, print and mail written notice to each Town household informing of trash, bulk and recycling pick-up schedules and procedures. Such instructions shall include detailed guidelines for recycling in accordance with Orange County requirements; e.g., types (PETE #, HDPE #, etc.) of plastic containers permitted, color of glass bottles and jars, whether removal of caps, rings or labels is required from glass items or cans, and newsprint/mixed paper/cardboard recycling procedures. Such notification shall indicate the Contractor's name, office address and email address, as well the telephone number which an agent or employee of Contractor will be available to answer at all times during collection hours. Such notification must be reviewed and approved by the Town Supervisor prior to mailing.

(b) In the event that Contractor's workers shall intentionally leave uncollected any item(s) of garbage, trash, refuse, bulk refuse or recycled material placed for collection from any property served under this contract, such worker shall provide notification thereof to the property residents, in a form substantially similar to the sample provided on Page 12 hereof, specifying the reason for such non-removal. Such notification must be a pre-printed tag or sticker, supplied by the Contractor at its own expense and carried at all times by all of Contractor's collection workers, and shall be affixed to the uncollected discarded item(s). Notification tags/stickers shall be affixed to uncollected discarded items only and shall in no event be affixed to containers or any personal property of the residents. Failure to comply with the provisions of this Section shall constitute a default under this contract.

NOTICE OF NON-REMOVAL OF GARBAGE

THE ITEM TO WHICH THIS NOTICE HAS BEEN AFFIXED IS NOT COLLECTIBLE FOR THE FOLLOWING REASON(S):

☐ Contains toxic materials

{Specify}: _____

Exceeds maximum weight of sixty (60) pounds.

Exceeds maximum volume capacity of thirty (30) gallons.

☐ Contains ashes or other refuse resulting from the burning of wood and/or coal for heating purposes.

☐ Contains materials from remodeling projects (*excluding minor home improvements*) such as extensive lumber, paneling, rolled insulation, tires, pipes, plaster, concrete and bricks.

☐ Contains motor vehicle parts or tires.

☐ *ther (Specify):* *O*

<p style="text-align: center;">NAME ADDRESS PHONE NUMBER OF CONTRACTOR</p>

AGREEMENT
PUBLIC WORK

THIS AGREEMENT is made this _____ day of _____, 2020
by and between the Town of Tuxedo, a municipal corporation of the State of New York, having its
principal offices at One Temple Drive, Tuxedo, New York 10987 (hereinafter called the
"Municipality") and _____, a
(corporation, partnership, sole proprietorship) organized under the laws of the
State of _____, having its principal offices at _____
(hereinafter called the "Contractor").

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or
specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the
General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained, the
Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT. It is understood that all the bid documents and specifications attached
constitute a part of this agreement; that those documents are incorporated into this agreement as if set out
at length at this point, and that the award of the contract on the basis of the proposal constitutes a contract,
the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK. The Contractor covenants and agrees to furnish, at his
own proper cost, charge and expense, all machinery, vehicles, appliances, tools, transportation, labor and
material necessary or proper to perform an adequate and uninterrupted sanitary garbage, bulk and
recyclable collection service within all areas of the Refuse District of the Town of Tuxedo, in accordance
with the requirements of this Contract and to the satisfaction of the Town Board.

III. PAYMENT. The Municipality, in consideration of the Contractor's faithful compliance
with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in
his proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly
payments on estimates as may be set forth in the specifications. Payment requests (claims) shall be on
properly completed voucher forms provided by the Municipality.

IV. INTEREST IN CONTRACT. The Contractor agrees that the only person or persons
interested as principal or principals in the proposal submitted by the Contractor for this Contract are
named therein and that no person other than those mentioned therein, except regular agents of Contractor,
has any interest in the said proposal or in the securing of the award, and that this Contract has been
secured without any connection with any person or persons other than those named, and that the proposal
is in all respects fair, and was prepared, and the Contract was secured, without collusion or fraud, and that
no officer or employee of the Municipality has or shall have a financial interest in the performance of the
Contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable laws,
rules and regulations. The cost of such compliance and the fees for any licenses, certifications and/or

permits required by law will be at the expense of the Contractor.

VII. LABOR LAW. The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable, for the work.

VIII. REQUIRED PROVISIONS. All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

IX. ASSIGNMENT. This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

X. SUBCONTRACTORS. The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business, and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

XI. INDEMNIFICATION AND INSURANCE. Neither the Municipality, nor any of its officers or agents, shall in any manner be answerable or responsible for any loss or damage that shall or may happen during the performance of this Contract by the Contractor, nor shall it be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Municipality or to others, occurring during or resulting from the performance of this Contract by the Contractor. Against all such injuries, damages and compensation, the Contractor shall and will properly guard. The Contractor shall also, at all times, indemnify and save the Municipality and its officers and agents harmless against all such injuries, damages and compensation arising or resulting from the performance of this Contract. The Contractor shall provide the Municipality a certificate of insurance indicating insurance coverage acceptable to the Municipality.

XII. TIME FOR PERFORMANCE. The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XIII. REMEDIES. In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

XIII. NOTICE OF CLAIM. Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same is determined to be valid. A claim accrues at the time the Contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement.

TOWN OF TUXEDO
CONTRACTOR

Dated:

By:

Kenneth English
Town Supervisor

NAME: ADDRESS;

One Temple Drive,
Tuxedo, NY 10987

PHONE NUMBER:845 351-2265

CONTRACTOR:

Dated:

By:

Printed Name:

Title:

QUESTIONNAIRE

This questionnaire is prepared to be filled out by the contractor desirous of submitting bids in connection with the furnishing of an adequate refuse collection service for the Town of Tuxedo.

Before any bids or bid blanks are deemed to be properly submitted to the Town of Tuxedo, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

If the space provided on this form to answer any question is inadequate, the bidder shall attach additional sheets.

This questionnaire shall be considered a part of the bid and must be submitted with the bid, to which shall also be attached the specifications, all of which shall constitute a part of the bid.

1. How many years has your organization been in business as a refuse collector under its present name? List the municipalities and number of years where you have so operated in each such municipality.

2. Have you or your organization ever failed to complete any work awarded to you or it? Yes
No If "Yes," state when, where and why.

3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? Yes No If "Yes," state the name of such person and when, where and why the contract was not completed.

4. List the names and addresses of all surety companies or bonding companies which have bonded you or your organization within the past five years. State the amount of the contract, amount of the bond, and name of the municipality or company in whose favor the bond was written.

5. List all contracts which you or your organization are now performing or for which contracts have been signed but work not yet begun. State the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List all municipal refuse collection contracts which you or your organization have completed during the past five years, or which are in the process of being executed. Give detailed answers to the questions below relating to this subject:

a. Name of Municipality:

b. Approximate population served in said Municipality:

c. Term of Contract, from to

d. From what part of the premises was/is refuse removed? ;

e. How were/are materials disposed of?

f. Name the municipal officials in charge of the collections in such municipality

g. Name the Chief Administrative Municipal Officer during the term of the contract.

h. Did you complete the contract satisfactorily, or, if not completed, is the contract being completed satisfactorily?

i. If you have had, during the past five years, more than one municipal contract for the collection and disposal of garbage and other refuse, attach a separate sheet for each additional contract, listing separately the same information as is covered by items (a) through (h) above.

10. It is of the utmost importance that you or your organization have at your disposal adequate place and facilities to dump, without interruption, all the Town refuse and recyclables collected pursuant to the contract of the Town. Give below evidence that you do have such place and facilities. If additional space is needed, attach added sheets; if letters or permits are being offered, attach same.

11. Has your license to operate in a municipality ever been suspended or cancelled? Yes No.
If "Yes," give details below:

12. Indicate whether you are planning to purchase any equipment to perform the work called for by the Specifications, and indicate how you will finance such equipment purchases.

13. Submit by attaching hereto a financial statement or balance sheet as of December 31, 2019, or for your 2019 fiscal year.

14. List below all banking references. When answering this question, it is agreed that you authorize such bank or banks, upon inquiry by the Town of Tuxedo, to disclose any information which the Town of Tuxedo desires to ascertain from such bank with respect to your account.

15. List below all equipment now owned and/or available by you or your organization and available for use on this contract. State the make of each vehicle, the year of manufacture, the tonnage the same are each capable of carrying, and what type of body is attached to same. List the motor vehicle registration numbers and the name of the registered owner. Attach copies

of Equipment Leasing Agreements or a certificate of the owner showing an agreement to lease equipment to the bidder in the event the contract is awarded.

Year of Tonnage	Vehicle Registration	Registered Owner
<u>Vehicle Make Manufacture Capacity</u>	<u>Body Type Number</u>	<u>Owner</u>

16. Additional remarks, if you wish to make any.

The foregoing is a true statement of facts, and I agree that, if any statement is found to be incorrect or false, that my bid will be subject to rejection by the Town Board of the Town of Tuxedo.

Signed:

Printed Name:

Company Name:

Signatory's Title:

BID PROPOSAL

(Bidder), a *{circle one: corporation, partnership, sole proprietorship}*
organized under the laws of the State of _____, having examined the documents
and specifications in compliance with the Town of Tuxedo invitation for bid for Garbage and Refuse
Collection, hereby proposes to furnish the services specified at the prices set forth:

Alternative 1

Year 1:	/	
(words)		(figures)
<hr/>		
Year 2:	/	
(words)		(figures)
<hr/>		
Optional Year 3:	/	
(words)		(figures)
<hr/>		
Optional Year 4:	/	
(words)		(figures)
<hr/>		
Optional Year 5:	/	
(words)		(figures)
<hr/>		

Alternative 2

Year 1:	/	
(words)		(figures)
<hr/>		
Year 2:	/	
(words)		(figures)
<hr/>		
Optional Year 3:	/	
(words)		(figures)
<hr/>		
Optional Year 4:	/	
(words)		(figures)
<hr/>		
Optional Year 5:	/	
(words)		(figures)
<hr/>		

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.

Dated:

IF BIDDER IS AN INDIVIDUAL:

Signature:

Printed Name:

Address:

Phone:

Fax:

Email:

IF BIDDER IS A CORPORATION:

Company Name:

Signature;

Printed Name:

Title:

Address:

Phone:

Fax:

Email:

Corporate Seal

IMPORTANT; THIS FORM MUST BE FILLED IN BY BIDDER