

TO: Legal Advertising, Times Herald Record

FROM: Desiree Potvin, Town Clerk - Account #684528

DATE: August 12, 2022

Kindly publish the below in your next available issue and send me an affidavit of publication.
Thank you and have a nice weekend.

**NOTICE TO BIDDERS
REFUSE AND GARBAGE COLLECTION
TOWN OF WOODBURY**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Woodbury will accept sealed proposals for the collection of refuse and garbage from January 1, 2023 through December 31, 2024. Specifications are available online at www.townofwoodbury.com – Government – Requests for Bids & Proposals. There is a mandatory tour of the Town led by the Town Supervisor that will be held at 10AM on September 12, 2022. To sign up please call 845-928-6829 x3 and speak to Clara Rivera. Proposals must be received by the Town Clerk's Office at 615 Route 32, Lower Level, PO Box 1004, Highland Mills, by 2PM on September 22, 2022, at which time they will be publicly opened.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF WOODBURY
DESIREE POTVIN, TOWN CLERK

SPECIFICATIONS FOR PROVIDING REFUSE COLLECTION SERVICES
TO AND FOR THE TOWN OF WOODBURY NEW YORK

1. **DEFINITION OF "TERMS"**: For the purpose of this contract, the parties agree to the following definitions:
- a) BULK REFUSE – Any household appliances, including hot water heaters, furniture, carpets, and household products too large to be considered trash or other similar items, except as any of the foregoing may be mandated by the Orange County Department of Environmental Facilities and Services. Bulk refuse shall not include construction and/or demolition materials, yard waste, grass clippings, leaves, brush, treated wood or automobile parts.
 - b) CONTRACTOR – The term "Contractor" shall mean the person or persons, partnership, or corporation, contracting for the work to be performed under these Specifications or their legal representative.
 - c) GARBAGE – Any normal, usual kitchen and household waste, primarily from perishables or disposable items such as left-over food matter, food packaging and non-recyclable containers including, but not limited to, cans, bottles, magazines, dishes, pots, pans, glass, crockery and small household appliances, placed in securely fastened containers, except as any of the foregoing may be mandated by the Orange County Department of Environmental Facilities and Services, to be source separated and recycled. Garbage shall not include construction and/or demolition materials, yard waste, grass clippings, leaves, brush, treated wood or automobile parts.
 - d) TRASH – Any non-toxic items of solid waste, not encompassed in the definition of garbage, placed in securely fastened containers, except as any of the foregoing may be mandated by the Orange County Department of Environmental Facilities and Services, to be source separated and recycled. Trash shall not include construction and/or demolition materials, yard waste, grass clippings, leaves, brush, treated wood or automobile parts.
 - e) COMMERCIAL STOP – Excluded from contract.
 - f) CONSTRUCTION AND DEMOLITION MATERIAL – Materials left-over from home improvements, remodeling projects, additions to existing residences or residences under construction such as lumber, paneling, rolled insulation, wire, pipes, plaster, concrete, sheet rock, windows, counters, cabinets, bricks, motor oil and motor vehicle parts.
 - g) RECYCLING – Any newspapers/cardboard, tied in bundles, not to exceed 12 inches in height, or placed in securely fastened containers, which when filled have a maximum weight of sixty (60) pounds and a maximum volume of thirty-five (35) gallons. Any items of glass, plastic, and metal, hereinafter referred to as "commingling" may be mandated by the Orange County Department of Environmental Facilities and Services. Mixing recyclables with trash is against Orange County Local Law #2 of 1989. Recycled materials shall be of an unlimited amount.
 - h) RESIDENTIAL STOP – For the purpose of this contract, a residential stop is deemed to be any resident of a one- or two-family home for which the Town of Woodbury is obligated

to provide garbage, trash, recycling or bulk refuse. In 2022, the total number of residential stops is 3,090, consisting of 2,944 single-family homes and 73 multi-family homes (146 units).

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

2. SCOPE OF WORK:

- a) The successful bidder shall provide garbage, trash, bulk, and recycling services for all one- and two-family homes within the Town of Woodbury Refuse District. All labor, equipment, vehicles, tools, implements, materials, transportation, and disposal fees shall be the sole responsibility of the successful bidder. The successful bidder will provide an uninterrupted refuse service for all one- and two-family residences, located within the Town of Woodbury Garbage and Refuse District during the contract term in accordance with the requirements of the terms, conditions, methods and procedures, such as are set forth herein in these specifications.
- b) Collection services shall be provided to all residences of a one- or two-family home, located within the Town of Woodbury Refuse District, including those, if any, having accessory home occupations.
- c) Service shall also be provided to all Government Buildings consisting of, but not limited to, the Highway Department, Police Department, Ambulance, Animal Control Officer, Courthouse, Senior Center, Highland Mills & Central Valley Libraries, Highland Mills and Central Valley Fire Departments and both Recreational Parks located on Dunderberg Road and Schunnemunk Road, and Brickley Field Park on Adams Street.

3. SCHEDULE OF SERVICES:

The current, and preferred, schedule of collection is as follows:

- a) RECYCLING picked up every Wednesday for all residences in the Refuse District.
- b) GARBAGE, TRASH and BULK picked up every Tuesday for the West side of Route 32 and every Friday for the East side of Route 32. Time of the stops will be determined by the Town. Time cannot be altered without express permission of the Town Supervisor.

- 4. HOLIDAYS AND OBSERVANCES:** If your garbage, trash, bulk or recycling pick-up day falls on a holiday, it will be collected the following day. Prior scheduling of Holidays to be included in yearly schedule, printed, and mailed, at the expense of the successful bidder.

5. METHOD OF COLLECTION:

- a) The successful bidder shall begin pick-up no earlier than 5:30AM and complete no later than 6:00PM, unless express permission is given by the Town Supervisor. In the event the contractor is found by the Town to be violating this provision, the Contractor shall be assessed \$1,000.00 in damages for each day a violation has occurred. The damage amount shall be deducted from the monthly bill.

- b) All waste containers are to be off the road at time of pick-up and all containers are to be replaced off the road after unloading. Lids are to be placed back on top. Material to be collected shall be placed at the curb line of each dwelling unless this location is not feasible. Whenever a private road exists, all materials shall be placed at the curb line of each dwelling, unless this location is not feasible. If private roads are not accessible by the company's vehicle, a designated area for the garbage pick-up will be selected after the carter and Town agree on an alternate location.
- c) Successful bidder will provide a minimum of one (1) new thirty-five (35), new sixty-five (65) or new ninety-five (95) gallon totes per household, up to a maximum of two (2) new ninety-five (95) gallon totes per household. The successful bidder will also provide at least one (1) recycling container per household, up to a maximum of two (2) new recycling containers per household.
- d) Contractor shall be responsible for any waste left behind due to breakage or spill-over. Contractor will not be responsible for any refuse not out by 5:30AM.
- e) Successful bidder will provide the Town of Woodbury with monthly receipts consisting of the tonnage of materials picked up for the month, to be broken down between household refuse and bulk refuse.
- f) At the end of the term of this contract, all totes supplied by the successful bidder shall be removed by the carter, at their own expense within 10 working days, or be subject to a fine of \$5,000.00 per day, unless they are the successful bidder of the subsequent contract.
- g) The successful bidder must have automated collection equipment to pick-up refuse and recycling.
- h) Occasional overflow will be picked-up by the successful bidder. Should the successful bidder find a household to have frequent overflow, the successful bidder should notify the Town Supervisor and the resident will be required to purchase additional totes over two.

6. CONTRACT TERM:

The contract to be entered into is for two (2) years, commencing on January 1, 2023 and terminating on December 31, 2024. Each bidder shall submit its price for providing collection service for said period. **The Town Board of the Town of Woodbury reserves the right to renew the contract no less than 120 days prior to the end of the contract period for an additional two years with the only change in the contract terms to be an increase or decrease in the tipping/dumping fees or an increase/decrease in overall price as per the most recent consumer price index, whichever is lowest, as negotiated with the Town Board.**

7. NUMBER OF COLLECTIONS:

Garbage, trash, bulk, and recycling collections shall be pursuant to Section 3 of these specifications. Should the successful bidder fail to make two (2) consecutive pick-ups from any resident, they will make the pick-up within twenty-four (24) hours' notice by the Town.

8. REGULATIONS:

All residences served under this Contract shall conform to the following regulations:

- a) All material to be collected shall, unless otherwise indicated, be placed in a receptacle with a maximum volume capacity of two ninety-five (95) gallons, provided by successful bidder.
- b) Recycling shall be placed in a separate container, as provided by the successful bidder.

9. VEHICLES OF CONTRACTOR:

The successful bidder shall submit a statement with the Proposal showing the number, make and capacity of the trucks to be used in the performance of the work. Vehicle must be automated. It is expressly agreed that all vehicles shall be watertight and shall be so constructed that materials shall not fall or leak on the highways. 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 once a week and shall at times be subject to the approval of the New York State and Orange County Departments 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.

The 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 the days.

10. TRANSPORTATION OF MATERIAL COLLECTED:

The successful bidder shall transport all materials to prevent odors or the dropping of any matter upon the streets, avenues, highways, roads, or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collected and loading; and be responsible for any spillage or such matter while collecting, loading, or transporting same.

11. DISPOSAL OF MATERIALS COLLECTED:

The Contractor shall transport and deposit all materials collected in the District to the Orange County Landfill in Goshen, New York or to any other State licensed and DEC approved refuse and recyclables facility. The Contractor may, at the Town's discretion, be required to show proof that the refuse and recyclables facility will accept refuse and recyclables from the Contractor for the term of this agreement.

12. INSPECTION:

The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether 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.

13. DISPUTES:

In case of a dispute during the terms of this agreement, the Contractor shall continue work until the dispute is resolved or in the event an adjustment cannot be made, until the matter shall have been finally adjudicated by the Court.

14. DEFAULT:

In the event of the failure of the Contractor to carry out the terms of this agreement, 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. The Town Board, upon such failure, may likewise consider the Contractor in default and after forty-eight (48) hours' notice to the Contractor and surety or sureties, by registered mail, telephone or personally, may immediately contract or otherwise provide for the collection and disposal service hereunder, the cost thereof, together with any other expense or damage to be paid by the Contractor or deducted from any outstanding balances owed the Contractor by the Town.

15. EXPENSES:

The Contractor shall furnish all labor, garbage containers, trucks, and material necessary for the performance of this Contract, at its own cost and expense, including all Letters of Credit, insurance, bonds, fees, pension, tipping/dumping fees and other charges and expenses.

16. LAWS:

- a) The Contractor shall conform to all Federal, State, Town, Municipal and Local Laws or Regulations and shall procure at its own expense any licenses or permits and shall pay all license fees or charges.
- b) The attention of the Contractor is called to the Labor Law of the State of New York, and it is expressly agreed that he shall comply with all provisions thereof insofar as they are applicable to the terms hereof.
- c) This Contract shall be void and of no effect unless the Contractor shall secure Workers' Compensation for the benefit of and keep insured during the life of this Contract his employees in compliance with the provisions of the Workers' Compensation Law of the State of New York. Duplicate certificates of such insurance shall be furnished to the Town Board.
- d) Upon demand of the Town Board, the Contractor shall furnish a list of the names and addresses of all his sub-contractors.

17. COOPERATION WITH RECYCLING PROGRAMS:

The Contractor shall comply with recycling programs as directed by the County of Orange.

18. NON-DISCRIMINATION:

- a) In the hiring of employees for the performance of work under this Contract or any sub-contract hereunder, no Contractor, Sub-Contractor or any person acting on behalf of such Contractor or Sub-Contractor shall, by reason of race, creed, color, age, gender, marital status, or national origin or ancestry, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates.

- b) No Contractor, Sub-Contractor or any person acting on their 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 or national origin.
- c) The Contract may be canceled or terminated by the Town Board upon sixty (60) days' 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.

19. SUB-CONTRACTS AND ASSIGNMENT:

The Contractor shall make no sub-contracts for any portion of the work without previously having obtained the written consent of the Town Board. The Contractor shall not assign, transfer, convey or sublet, or otherwise dispose of this Contract or his right, title, or interest in the same, or any part thereof, and shall not assign any of the monies to become due and payable under this Contract without previous written consent of the Town Board.

20. PAYMENT:

- a) **PAYMENT ON BID PRICE:** Payment will be made to the Contractor monthly, based on the bid price and payable not later than the fifteenth day of each month for the preceding month's work.
- b) **PAYMENT FOR NEW SERVICES:** The Town Board agrees to pay the Contractor for houses issued new certificates of occupancy, occupied, and served during the duration of this Contract as follows: *For each additional dwelling unit, erected and occupied within the boundaries of the district during the duration of the Contract and served by the Contractor, fees collected from units receiving Certificates of Occupancy during the contractual year, will be paid to the successful bidder in January of following year on a pro rata basis.*
- c) For the period of January 1, 2024 to December 31, 2024, the Town Board expressly reserves the right to assign additional single- and/or multi-family homes, not exceeding 400 units in total, to the scope of any awarded contract based on assessments by the Town Board and/or Assessor. The Contractor will be paid on an equitable, unit-price basis for each additional unit that is added.

21. 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, his agents, nor 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 always polite and courteous 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 agents or employees or removed by mistake, the Contractor shall have them replaced at his expense with new ones. If the tote becomes unusable due to normal wear and tear, the carter will replace it at its own expense. The Contractor shall, without liability on the part of the Town of Woodbury or its officers, be required by the Supervisor or Town Board or its duly authorized agents, 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 the collection service, or who may be found guilty of unnecessarily damaging containers or other property of citizens, or of discourtesy or insolence of any citizen, without in any wise impairing this agreement, the Town of Woodbury in no ways, however being responsible for any such acts of such agents or employees of the Contractor.

22. WORKERS' COMPENSATION, PUBLIC: LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Town of Woodbury 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, apparatus 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 policy of Workers' Compensation Insurance to insure and indemnify any of their employees against personal injury sustained in the course of contract work. The successful bidder will provide proof of Workers' Compensation Insurance to the Town.

The successful bidder will have a policy of insurance with an insurance company licensed to do business in New York, covering all their vehicles for personal injury and property damage in an amount of at least \$1,000,000.00 for each person; \$3,000,000.00 for each accident; and at least \$500,000.00 in property damage coverage or a single limit equivalent policy of a least \$3,500,000.00. An umbrella or excess insurance policy with an insurance company licensed to do business in New York in the amount of \$5,000,000.00. General liability coverage covering completed operations and general overall liability in an amount of \$1,000,000.00 with an excess or umbrella policy of \$3,000,000.00

The successful bidder will provide the Town with a copy of the endorsement to each of these policies showing the Town of Woodbury as an additional named insured and a statement that in the event of cancellation, the Town of Woodbury is to receive written notice of such intended cancellation thirty (30) days in advance of such cancellation of the original policy and without such notice, such cancellation shall be ineffective and a provision stating "this policy indemnifies and saves harmless the Town of Woodbury, the District and the Town Board from any and all claims for personal injury or property damage arising out of the operations of the insured covered by the agreement and the operation, ownership and maintenance of any vehicle used by the insured in the Town of Woodbury."

The Town of Woodbury may require the Contractor to produce evidence at the time of the filing of the above certificates of insurance with the Town of Woodbury that the premium or premiums on said insurance policies have been paid. If a policy is to be canceled for non-payment or premium, the Town of Woodbury shall have the right, but not the duty or obligation to pay said premium and deduct same from the next payment due to the contractor under the contract.

Social Security, Unemployment Compensations taxes and any other taxes are to be paid by the Contractor as required by State and Federal Laws.

23. LIQUIDATED DAMAGES:

- a) In the event of the repeated neglect or failure of the Contractor to remove the garbage or trash from any of the premises in the Town of Woodbury on the day when collections should be made and where the same shall have been properly placed for removal prior to the passing of the collector and any other violations or these provisions (Specifications), the Contractor shall pay to the Town of Woodbury, as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each failure to comply with the requirements of the specifications if the Town Board shall so elect and it shall be deemed to be a violation of the Contract if the Contractor shall permit any of his drivers or other employees to collect or remove garbage in any way other than as provided herein or property within the limits of the Town, otherwise than as herein specified.
- b) If the Contractor fails to perform the work in accordance with the Specifications, or if he performs the work in an unsatisfactory manner, after having been notified of said unsatisfactory work by the Town Board, 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 under the contract or 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 all costs incurred by the Town of Woodbury 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 Woodbury from monthly payments.
- c) Any determination made by the Town Board pursuant to Paragraphs "a" and "b" of this Section, may be appealed to the Town Board within thirty (30) days of the mailing of the said determination to the Contractor. In addition, prior to any activity 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 liquidation damages made pursuant to Paragraphs "a" and "b" of this Section, shall not be deemed a waiver of the Town's rights to terminate the Contract as provided for in Paragraph "c" above. Payment of said required liquidated damages, however, shall be deemed evidence to be considered by the Town Board in arriving at a determination that the Contractor is in default.
- e) The Contractor further agrees that in the event of any default in the performance of the work required hereunder, to reimburse the Town of Woodbury all costs, expenses and damages the said Town of Woodbury may incur in completing the work in accordance with the Contract.
- f) It is further understood and agreed that the Contractor is declared by the Town Board to have defaulted in the execution of the Contract, the Contractor shall pay the Town of Woodbury, in addition to the other costs, \$1,000.00 per collection day for each day the Contractor is in default, as liquidated damages.

- g) It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that 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 Letter of Credit 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 Woodbury as a default by the Contractor.
- h) The Contractor shall deliver to the Town, at the time of the execution of the contract, a security bond or a Letter of Credit made payable to the Town of Woodbury, in the sum of the contract price for one year of service.

24. TIPPING/DUMPING FEES:

Payment of tipping/dumping fees shall be solely the obligation of the Contractor. However, if the Contract is renewed for an additional year the negotiated price, as per the consumer price index, shall reflect either an increase or decrease in the tipping/dumping fees, whichever is lowest.

25. NON-TRANSFERABILITY OF CONTRACTS:

Pursuant to Section 109 of the General Municipal Law:

- a) A bidder and/or Contractor, to whom the Contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the 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 of 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 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-bid the Contract with all expenses to be underwritten by the Contractor.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The Town Board invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids will be received at the Office of the Town Clerk until 2PM on September 22, 2022, at which time they will be publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town Clerk at the 615 Route 32, Lower Level, PO Box 1004, Highland Mills, New York 10930 and designated as Bid for: "Proposal for GARBAGE COLLECTION BIDS"

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, address, and the name of the item for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the bid form.

3. BANKRUPTCY FILING:

The bid of anyone who has filed for bankruptcy, or a firm, any one of whose members have filed for bankruptcy, or a corporation, any of whose officers have filed for bankruptcy, will be rejected as being made by an unsatisfactory Contractor.

4. CRIMINAL CONVICTION:

The bid of anyone who shall have been convicted of a crime, or a firm, any person of whose members shall have been convicted of a crime, or a corporation, any of whose officers shall have been convicted of a crime, will be rejected as being made by an unsatisfactory Contractor.

5. BID GUARANTY:

Each bid must be accompanied by a Bid Guaranty of not less than 5% of the total contract consideration and shall be a certified check or bank draft. No Bids will be considered unless accompanied by the required guaranty. The Bid Guaranty can be in the form of a certified check, bank draft or bid bond. Certified check or bank draft must be payable to the order of the Town of Woodbury. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the Letter of Credit or Surety Bond by the successful bidder as required by the Contract Documents. If the successful bidder fails to execute and deliver the Agreement and/or furnish the required Letter of Credit, the Town Board may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited. Bid guarantees will be returned within ten (10) days after Bids are opened to Bidders whose Bids, in the judgment of the Town Board, will not be considered in making the award. All other Bid Guarantees will be returned upon execution of the Agreement and required bonds by the successful Bidder.

6. QUALIFICATIONS FOR BIDDER:

The attached questionnaire, giving evidence of sufficient facilities, equipment, experience, and financial ability to ensure completion of the work must be properly completed, sworn to and submitted with the proposal. The Town Board reserves the right to investigation each bidder to determine the ability of the bidder to perform the work or supply the items, the bidder shall furnish

the Town Board such information as the Town Board may require. The Town Board reserves the right to reject any bidder if the evidence submitted by or investigation of such bidder fails to satisfy the Town Board that such bidder is qualified to fulfill the contract or supply the items, and to complete the work contemplated therein.

7. ADDENDUM AND INTERPRETATIONS:

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 should be in writing addressed to the Town Clerk at Woodbury Town Hall, 615 Route 32, Lower Level, PO Box 1004, Highland Mills, New York 10930; and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. 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 by certified mail with return receipt requested to all perspective bidders (at respective address furnished for such purpose), 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 its bid obligations. An addendum so issued shall become part of the contract documents.

8. ACCEPTANCE OR REJECTION OF BIDS:

Pursuant to Article 8 and Article 9 of the New York State Labor Law, the Town Board shall not award this contract to any Contractor who is listed on the New York State Debarment Database or to any Contractor who does not furnish evidence satisfactory to the Town Board that the Contractor has the ability and experience in this class of work, demonstrates satisfaction of each and every element of competency set forth herein, has sufficient capital and plant to enable the Contractor to perform the work. Information regarding Contractor's experience and facilities shall be submitted with the Contractor's bid. Information regarding Contractor's financial resources shall be provided upon request by the Town Board. The Town Board reserves the right to reject any and all bids and waive any informality or minor defects in the bids received. Conditional bids will not be accepted. The Town Board further reserves the right to reject all bids and to accept the bid which it deems most favorable to the interest of the residents within the district after all bids have been reviewed.

9. OMISSIONS AND DISCREPENCIES:

Should a Contractor find discrepancies in, or omissions from the specifications or other contract documents, or should it be in doubt as to their meaning, it must at once notify the Town Account Clerk who may send a written instruction to all Contractors.

10. BIDDERS RESPONSIBILITY:

Bidders are cautioned not to submit bids until after having made a physical survey of the district and have familiarized themselves with the number of residential pick-ups within the district and the local street system and local conditions. There is a mandatory tour of the Town arranged by the Town Supervisor held on September 12, 2022, meeting at 10:00AM at the Woodbury Town Hall. You must call to sign-up. 845-928-6829 x3 and speak to Clara.

11. INSURANCE REQUIRED:

The successful bidder will have a policy of insurance with an insurance company licensed to do business in New York, covering all their vehicles for personal injury and property damage in an amount of at least \$1,000,000.00 for each person; \$3,000,000.00 for each accident; and at least

\$500,000.00 in property damage coverage or a single limit equivalent policy of a least \$3,500,000.00. An umbrella or excess insurance policy with an insurance company licensed to do business in New York in the amount of \$5,000,000.00. General liability coverage covering completed operations and general overall liability in an amount of \$1,000,000.00 with an excess or umbrella policy of \$3,000,000.00.

The successful bidder will provide the Town with a copy of the endorsement to each of these policies showing the Town of Woodbury as an additional named insured and a statement that in the event of cancellation, the Town of Woodbury is to receive written notice of such intended cancellation thirty (30) days in advance of such cancellation of the original policy and without such notice, such cancellation shall be ineffective and a provision stating "this policy indemnifies and saves harmless the Town of Woodbury, the District and the Town Board from any and all claims for personal injury or property damage arising out of the operations of the insured covered by the agreement and the operation, ownership and maintenance of any vehicle used by the insured in the Town of Woodbury."

The Town of Woodbury may require the Contractor to produce evidence at the time of the filing of the above certificates of insurance with the Town of Woodbury that the premium or premiums on said insurance policies have been paid. If a policy is to be canceled for non-payment or premium, the Town of Woodbury shall have the right, but not the duty or obligation to pay said premium and deduct same from the next payment due to the contractor under the contract.

Social Security, Unemployment Compensations taxes and any other taxes are to be paid by the Contractor as required by State and Federal Laws.

12. EXECUTION OF AGREEMENT:

The Bidder whose Bid has been accepted will be required to appear at the place and at the time designated by the Town Board, in person; or if a firm or corporation, a legally authorized representative shall so appear and shall execute the Agreement within forty-five (45) days of date of opening of bids. In addition, the successful Bidder, within the period stipulated in the instructions to bidders above, shall procure, execute, and deliver to the Town Board and maintain, at his own cost and expense, a Letter of Credit or Surety Bond in an amount not less than 100% of the contract price.

13. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute and furnish to the Town Board a Letter of Credit or Security or Surety Bond equal to the total contract payment to guarantee the faithful performance of the Contract. Such Letter of Credit or Security or Surety Bond shall be executed by a reputable New York financial institution acceptable to the Town Board.

14. FAILURE TO EXECUTE THE CONTRACT:

If the successful bidder to whom a contract has been awarded, shall fail to furnish the required proof of insurance coverage and/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 guaranteed deposit submitted together with the bid proposal shall become the property of the Town as liquidated damages.

15. LAWS:

The Contractor, Sub-Contractors or any person acting on their behalf shall strictly comply with all of 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. Attached to the Contract is a schedule of wages from the New York State Department of Labor applicable to the Contract. Certified payroll must be filed with the Town Clerk of the Town of Woodbury monthly.

The Contractor, Sub-Contractors or any person acting on their behalf shall strictly comply with all of the provisions of the Town of Woodbury, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the General Municipal Law specifically including Sections 103-d; 103-g; and 120-w, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to the terms of any contract awarded with the same force and effect as if set forth at length herein. .

The Contractor agrees to hold the district, its officers, agents, servants and employees, harmless from any claims for damages including reasonable attorneys' fees arising in the Contract and/or Tort out of the performance or omission of performance of the Contract.

16. IDENTICAL BIDS:

If two or more Contractors submit identical bids as to price, the decision of the Town Board to award a contract to one of such identical Contractors shall be final. (General Municipal Law, Section 103, Subchapter I).

17. NON-COLLUSION BIDDING CERTIFICATION:

The Non-Collusion Bidding Certificate form included in this bid must be executed by the Contractor and submitted with the bid.

**TOWN OF WOODBURY
CONTRACT BID QUESTIONNAIRE**

Name and Address of Bidder: _____

Bidders shall answer the following questions:

1. Number of years in business: _____
Number of Officers and Stockholders: _____
Number of years such Officials and Stockholders in business: _____
2. Have you ever failed to complete any contract awarded to you? _____
If yes, state where and why: _____
3. Has any shareholder, officer or partner of your organization ever been an officer or partner of an organization that failed to complete a contract? _____
If yes, state name of individual or organization and reason: _____

4. Has any shareholder, officer, or partner of your organization ever failed to complete a contract in his individual name? _____
If yes, state name of individual and reason: _____
5. In what other business are you financially involved? _____
6. If the contract is awarded to you, who will supervise the work? _____
7. Do you have, or can you obtain, sufficient men and equipment to commence work when required by "Instructions to Bidder," and "Specifications"? _____
8. If submitting a Letter of Credit, what is the name of the Letter of Credit company which shall provide the Letter of Credit? _____
9. What other Federal or New York State agencies can you give as references?

10. In emergencies, either day or night, what telephone number or telephone numbers should be called?
Day: _____

Night: _____

11. Have any principals, officers or shareholders ever been convicted of any crimes?
Yes _____ No _____
If yes, state nature of same, including the date of conviction and disposition. _____

12. Have any principals, officers or shareholders ever filed for bankruptcy?
Yes _____ No _____

13. Has Contractor been ever been debarred by the NYS Department of Labor?
Yes _____ No _____
If yes, state nature of same, including the date of debarment. _____

Certified and Dated on this _____ day of _____, 20_____

Name of Bidder

By: _____

Title

**TOWN OF WOODBURY
REFERENCE SHEET**

All Contractors will be required to complete this form providing three references of past performance. References should involve project and/or service situations of similar size and scope to this bid. References must have had deadlines with the Contractor within the last thirty-six months. The Town Board reserves the right to contact any or all references supplied for an evaluation of past performance in order to establish the responsibility of the Contractor before the actual award of the bid and/or contract. Completion of the reference form is required.

CONTRACTOR'S NAME:

1. Reference's Name: _____

Address:

Telephone:

Contact Person:

Email Address:

Date and Amount of Contract:

2. Reference's Name: _____

Address:

Telephone:

Contact Person:

Email Address:

Date and Amount of Contract:

3. Reference's Name: _____

Address:

Telephone:

Contact Person:

Email Address:

WOODBURY GARBAGE & REFUSE DISTRICT BID FORM
WOODBURY REFUSE AND GARBAGE DISTRICT
REFUSE AND GARBAGE COLLECTION

TO: Town Board of the Town of Woodbury; PO Box 1004; Highland Mills, New York 10930

Gentlemen:

- 1) The undersigned hereby declares that s/he has carefully examined all Specifications and related documents including those incorporated by reference, and all Addenda thereto, and that s/he has personally inspected the site and has satisfied her/himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal and handling of refuse and garbage, availability of labor, roads, the character of equipment and facilities needed during the collection of the refuse and garbage and all other matters which can in any way effect the collection or the cost thereof, and understands that, in signing this Bid Form, s/he waives all rights to plead any misunderstanding regarding the same.
- 2) The undersigned further understands and agrees that s/he is to furnish and provide all the necessary material, machinery, labor, services, skill and other items of whatever nature required and to do and perform all the work necessary under the Contractor to complete the work in accordance with the Contract Documents and to accept in full the Contract consideration, therefore.
- 3) In submitting this Bid, the undersigned further agrees:
 - a) That the Town Board reserves the right to reject this Bid but that this Bid shall remain open and shall not be withdrawn for a period of 45 days from the date that the Bids are opened.
 - b) That, if awarded the Contract, s/he will commence refuse and garbage collection on January 1, 2023 and that s/he will fully collect the refuse and garbage during the term of the Contract.
- 4) The undersigned submits herewith Bid Guaranty in the form of:
 certified check bank draft Bid Bond
in the amount of \$_____. In case this Bid is accepted by the Town Board and the undersigned shall refuse or neglect within ten (10) calendar days after date of receipt of Notice of Award, to execute an Agreement or to execute and deliver a Letter of Credit in the amount of this contract, the amount of Bid Guaranty shall be forfeited and will be retained by the Town Board as liquidated damages. Otherwise, the total amount of the Bid Guaranty will be returned to the depositor in accordance with the provisions set forth in the Instructions to Bidders.
- 5) By submission of this Bid, each Bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with a competitor.
- 6) The undersigned submits herewith an executed questionnaire on which Bidder states his previous experience.

**WOODBURY REFUSE & GARBAGE DISTRICT
THIS BID HEREBY RESPECTFULLY SUBMITTED BY:**

Dated: _____

If an Individual, Partnership or Non-Incorporated Organization

Name of Bidder _____

By: _____

Signature

Address of Bidder: _____ Zip _____

Phone # of Bidder: _____

Names and Addresses of Principals of the Firm:

If a Corporation

Name of Bidder _____

By: _____

Signature

Title

Address of Bidder: _____ Zip _____

Phone # of Bidder: _____

Incorporated Under the Laws of the State of

Names and Addresses of Corporation's Officers

President _____

Vice Pres _____

Treasurer _____

Secretary _____

**WOODBURY REFUSE AND GARBAGE DISTRICT
REFUSE AND GARBAGE COLLECTION**

TOWN OF WOODBURY

ORANGE COUNTY, NEW YORK

BID

Beginning January 1, 2023 to December 31, 2023:

_____ Dollars \$ _____
(In Words) (In Numerals)

Beginning January 1, 2024 to December 31, 2024:

_____ Dollars \$ _____
(In Words) (In Numerals)

TOTAL BID -

_____ Dollars \$ _____
(In Words) (In Numerals)

**WOODBURY REFUSE AND GARBAGE DISTRICT
REFUSE AND GARBAGE COLLECTION**

CONFLICT OF INTEREST STATEMENT

CONTRACTOR'S NAME:

SIGNATURE REQUIRED:

PRINT NAME:

DATE:

If Contractor is an individual, the bid must be signed by that individual; if the Contractor is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid.

“The submission of this bid constitutes a certification that no Town Official has any interest therein. (Note: In the event that any Town Official has any such interest, the full nature thereof should be disclosed below.)”

**WOODBURY REFUSE AND GARBAGE DISTRICT
REFUSE AND GARBAGE COLLECTION**

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with the provisions of General Municipal Law Section 103-d as amended, the following “Non-Collusive Bidding Certification” is and shall become a part of this bid:

By submission of this bid, each Contractor and each person signing on behalf of any Contractor 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 its 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 Contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to openings, directly or indirectly, to any other Contractor or to any competitor;
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition.

Authorized Signature

Title

Company Name

Town of Woodbury Refuse and Garbage Collection Bid Date of Opening: September 22, 2022