

## **LEGAL NOTICE**

**PLEASE TAKE NOTICE that sealed proposals will be received by the Town Clerk at the Town Clerk's Office, 132 Kings Highway, Town of Warwick, Orange County, New York until 2:00 p.m. on Tuesday, November 5, 2019, on the**

### **COLLECTION OF RECYCLABLES**

**In accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.**

**Proposals must be accompanied by a certified check or bid bond in the amount equal to five (5%) percent of the bid amount for one year.**

**Bidders are cautioned to make a physical survey of the areas to be covered to become familiar with the number of residential dwelling units and the local road and street system.**

**The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.**

**No bid will be accepted without a Non-Collusion Statement as required pursuant to §103d of the General Municipal Law.**

**DATED: 10/22/19**

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF WARWICK  
Eileen Astorino  
Town Clerk**

**COLLECTION OF RECYCLABLES**

**BID PACKET**

**BID OPENING: TUESDAY, NOVEMBER 5, 2019 – 2:00 P.M.**

**QUESTIONNAIRE - CURBSIDE RECYCLING PICKUP**

**NAME OF COMPANY:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**PRINCIPLES NAMES, ADDRESSES & PHONE NUMBERS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LENGTH OF TIME IN BUSINESS:** \_\_\_\_\_

**BANK REFERENCE:** \_\_\_\_\_

**THREE (3) BUSINESS OR MUNICIPAL REFERENCES :(NAME & PHONE #)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**NUMBER AND TYPE OF VEHICLES AVAILABLE TO FULFILL CONTRACT:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

**(ANY ADDITIONAL VEHICLES LIST ON A SEPARATE PAGE).**

**FINAL LOCATION OF DISPOSITION OF RECYCLABLE MATERIALS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**PRINT NAME & TITLE**

**CURBSIDE RECYCLING PICKUP**

**THE UNDERSIGNED, having a principal place of business at \_\_\_\_\_**

\_\_\_\_\_ **and being**

experienced and responsible for the performance of same, proposes to furnish and provide COLLECTION OF RECYCLABLES in accordance with the Specifications and Contract Documents hereto attached for the following price:

**TOWN OF WARWICK AND VILLAGE OF WARWICK**

**OPTION A : (Pickup every other week)**

\$ \_\_\_\_\_/month/dwelling unit (approx. 10,497 units)

\$ \_\_\_\_\_  
Amount per month per dwelling unit in writing.

The term of this agreement shall be for a period of Thirty Six (36) months, beginning JANUARY 1, 2020 THROUGH AND INCLUDING DECEMBER 31, 2023.

It is understood that the successful bidder will be required to post a performance bond equal to the total amount of the annual contract payment. Bond to be executed by a surety company acceptable to the district.

This proposal is conditioned and subject to a more formal contract being concluded between the bidder and the Town of Warwick.

The Non-Collusion Statement attached hereto forms a part of this bid.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Signature)

I, \_\_\_\_\_ of the Town of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_ the bidder making the proposal for the above named Contract, and that I executed and said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above name Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Warwick relies upon the truth of the statements contained in this affidavit in awarding the Contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial; or selling agencies maintained by:

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
Signature

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
(Print name of affiant under  
Signature)

\_\_\_\_\_  
Notary Public

**SPECIFICATIONS FOR PICKUP OF COUNTY MANDATED RECYCLABLE ITEMS  
TOWN OF WARWICK**

**RECEIPT AND OPENING OF BIDS**

The Town of Warwick invites bids on the form hereto attached. All blanks must be properly completed. Bids will be received by the Town Clerk until 2:00 p.m. on Tuesday, November 5, 2019, at which time they will be publicly opened and read.

**PREPARATION OF PROPOSAL**

**In submitting bid, only the proposal sheets as furnished are to be filled out, but not detached from the contract form. The sealed proposal for this work shall be enclosed in an envelope, addressed to: Town Clerk, 132 Kings Highway, Warwick, New York 10990 and marked on the outside:**

**"BID FOR COLLECTION OF RECYCLABLE MATERIALS, DO NOT OPEN BEFORE 2:00 P.M. ON TUESDAY, NOVEMBER 5, 2019."**

**All blank spaces for bid prices must be filled in ink in both words and figures, with the total or gross sum for which the proposal is made. Proposals that contain any omission, erasures, alterations, additions or items not called for in the itemized proposal, or that contain irregularities of any kind may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the unit price or amount of bid for any item in the proposal, the unit price as expressed in written words will govern.**

#### **BID SECURITY**

**The proposal must be accompanied by a certified check on a solvent Bank or Trust Company with its principal place of business in New York State in an amount equal to not less than five (5%) percent of the bid amount for one year, made payable to the District, as assurance that the bid is made in good faith, or a bid bond in same amount and in such form as is acceptable to the District.**

**Checks of all except the three lowest bidders will be returned within five (5) days after the bid opening. Upon execution of the contract or within forty-eight (48) hours thereafter, the remaining bidder's checks or bid bonds will be returned.**

#### **QUALIFICATION OF BIDDERS**

**The attached questionnaire, giving evidence of sufficient facilities, equipment, experience, and financial ability to insure completion of the work must be properly filled in, sworn to, and submitted with the proposal.**

## **REJECTION OF BIDS**

The District reserves the right to reject any bid if the evidence submitted in the qualification statement or by investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The District reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the District after all bids have been examined and checked.

## **BIDDERS RESPONSIBILITY**

Bidders are cautioned not to submit bids until after having made a physical survey of the District and having made themselves familiar with the number of residential dwelling units within the District and the local street system and local conditions.

## **INSURANCE REQUIRED**

The successful bidder will be required to procure and pay for the following types of insurance in accordance with the provisions of the Agreement, and to furnish the District with duplicate Certificates thereof showing the District as named insured:

1. Workman's Compensation.
2. Public Liability Insurance in an amount not less than \$2,000,000.00 combined single limit for Bodily Injury and Property Damage for each truck operated in the performance of the contract.
3. Owner's Protective Liability and Property Damage Insurance to the District against claims for property damage and for personal injuries caused by the operations of the contractor or his subcontractors during the performance of the contract with limits equal to those set forth in Item #2 above.
4. All policies shall provide for cancellation only upon thirty (30) days notice to the District.

## **SECURITY FOR FAITHFUL PERFORMANCE**

The successful bidder shall execute and furnish to the District a performance Bond equal to the total amount of the contract payment. Bond to be executed by a surety company acceptable to the District.

## **EXECUTION OF CONTRACT**

The successful bidder shall be required to execute a formal contract with the District within twenty (20) days after notification by the District directed to him at the address indicated on the Proposal. If the successful bidder fails to execute the Contract and to deliver the instruments called for within the said period stated, that bidder shall be deemed to have abandoned the Contract, and the District shall have the right to re-advertise the same or to award the Contract to the next lowest qualified bidder.

The contractor shall have the right to request voluntary recycling items also be placed out for pickup.

## **LAWS**

The contractor, subcontractors, or any person acting on their behalf agrees to abide by all Federal, State, Town, Municipal and Local Laws or regulations, and shall procure at its own expense any licenses or permits, and shall pay any and all license fees or charges.

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

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 provision thereof insofar as they are applicable to the terms hereof.

Upon demand of the Industrial Commissioner of the State of New York, the Contractor shall furnish a list of the names and addresses of all his subcontractors. The Contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and in case of naturalization, the date thereof, and the name of the Court in which granted.

## **NONDISCRIMINATION**

In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall be reason of race, creed, gender or national origin discriminate against any citizens of the State of New York who is qualified and available to perform the work to which the employment relates.

This Contract may be cancelled or terminated by the District and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

## **SCOPE AND AREA OF WORK**

The work shall consist of the curbside collection, removal and disposal of **CURRENT** Orange County designated mixed paper and mixed containers in a single stream from the Town of Warwick, once per week, for a period of Thirty Six (36) Months, beginning January 1, 2020 through and including December 31, 2023. A description of the district and forms of the specifications are attached. Curbside pickups will be made at the curbside of every State, County, Town, Village and private roads where there are, at least, four (4) year-round houses. The curbside recyclables will be co-mingled in their container. Newspapers and corrugated cardboard must meet County standards. Every house served will be provided one bin by the contractor at no cost to the Town or its residents. In the interest of public health and safety collection of roadside bins by automated equipment is preferred.

Recycling Center pickups will be made as the dumpsters become full at the Recycling Center designated by the Town. Recycling center recyclables will consist of corrugated cardboard and County designated mixed recyclables.

The items at the Recycling Center will be separated into individual bins.

Prevailing wage rates will apply to this contract.



## **PLACES TO BE SERVED**

**The places to be served under this contract shall include all residential dwelling units. All residences constructed during the duration of the contract shall be served when occupied.**

**All properties served under this contract will have recyclables collected every week.**

## **HOLIDAYS**

**No collection shall be made on Sundays or the following legal holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. Collection schedule for these days will be made on the following business day.**

## **SCHEDULE**

**The District will supply to all places served, a schedule of collection days and pertinent regulations.**

**Containers upon being emptied shall be returned by the contractor to the place where they were picked up. The contractor shall be responsible for damaging of containers through excessive rough or careless handling. No collection shall be made before six a.m. or after seven p.m.**

**There shall be no limit on the quantity of recyclables collected from the residents. All material to be collected shall, unless otherwise indicated, be placed in the contractor supplied containers equipped with suitable handles and tight fitting covers.**

## **VEHICLES OF CONTRACTOR**

**The Contractor shall submit a statement with the Proposal showing the number, make and capacity of trucks to be used in the performance of the work. It is expressly agreed that the bodies of all vehicles shall be so constructed that materials shall not fall or drop on the highways. Covers shall be provided so that materials may not blow or fall from the vehicles. The vehicles shall be kept washed and disinfected, and shall at all times be subject to the approval of the Department of Health, County of Orange and the State of New York Department of Health. The vehicles will be maintained to provide maximum safety to residents from the operations of said vehicles. The District reserves the right to prohibit the use of any vehicles in the performance of the services that, in the opinion of the District, 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.**

## **TRANSPORTATION OF MATERIAL COLLECTED**

**The Contractor shall transport all material so as to prevent odors or the dropping of any such 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 collecting and loading; and be responsible for spilling of any such matter while collecting, loading or transporting the same.**

#### **INSPECTION**

**The District 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 Inspectors so appointed or designated shall have the full executive powers of the District regarding the interpretations of the provisions of this Contract and have the power to enforce the same, and the Contractor shall honor such interpretation and enforcement as representing the intent and order of the District.**

#### **QUESTIONNAIRE**

**A questionnaire, giving evidence of sufficient facilities, equipment, experience, and financial ability to insure completion of the work, must be properly filled in, sworn to and submitted with the Proposal.**

#### **DISPUTES**

**In case of dispute, the Contractor shall continue work until an agreement is reached, or in case an adjustment cannot be made, until the matter shall have been finally adjudicated by the Court.**

#### **DEFAULT**

**In the event of a failure of the Contractor to carry out the terms of this agreement, the District reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor meets with its full obligation. The District, 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 hereunder, the cost thereof, together with any other expense or damage to be paid by the Contractor.**

#### **EXPENSES**

**The Contractor shall furnish all labor, trucks, recycling containers, and material necessary for the performance of this Contract, at its own cost and expense, including any and all insurance, bonds, fees, pensions, dumping fees, and other charges and expenses.**

#### **SUBCONTRACTS AND ASSIGNMENT**

**The Contractor shall make no subcontracts for any portion of the work without previously having obtained the written consent of the District. The Contractor shall not assign, transfer, convey, or sublet, or otherwise dispose of the 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 District.**

## **PAYMENT**

### **PAYMENT BASED ON BID PRICE**

**Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the fifteenth day of each month for the preceding months work.**

### **PAYMENT FOR NEW SERVICE**

**The District agrees to pay the contractor for new buildings constructed, issued a certificate of occupancy, occupied, and served during the duration of this Contract as follows:**

- 1. For each additional dwelling unit, erected and occupied within the boundaries of the District during the duration of this Contract and served by the Contractor (same as bid price)**
- 2. The above additional compensation shall commence on the first day of the next ensuing month after notification by the Contractor the Superintendent of the District that a Certificate of Occupancy has been issued, the building has been occupied, and is being served by the Contractor. Payment will be paid on a monthly basis payable not later than the fifteenth day of each month for the preceding months work.**

## **EXCLUDED MATERIALS**

**The following materials are excluded from pickup:**

- 1. Putrid Waste**
- 2. Ceramics, plate glass, light bulbs.**

**If foreign items are mixed in with recyclables, contractor can refuse pickup, and shall report same to the Town for further action.**

## **OTHER ITEMS**

**All recyclables picked up will become the property of the Contractor.**

**Relationship of Town and Contractor is that of independent contractor. Nothing here is intended to create nor shall be construed to create an agency, partnership or joint venture relationship between parties.**

**The Town will maintain a program of public relations and advertising to ensure the maximum participation of the residents of the Town of Warwick in the recycling program.**

**The Contractor will supply the Town with monthly tonnage reports showing the amount of recyclables being taken out of the waste stream, from curbside collection and from Recycling Center pickups.**

**The Contractor will guarantee that recyclable items will not be landfilled anywhere.**

**The Contractor will provide quarterly certification of disposal destination of each type of recyclable collected.**

**The Contractor will provide monthly reports showing compliance with NYS Department of Labor Prevailing Wage law.**