

Village of Alfred
7 West University St.
Alfred, NY 14802

Rubbish and Recyclables Collection

Bid Form

To: The Board of Trustees of the Village of Alfred

Bid for collection and disposal of rubbish and recycling of recyclables in the Village of Alfred for the period designated.

Contract subject to the definitions and regulations of the Village of Alfred Local Law: Rubbish Law as amended from time to time and also subject to applicable Federal, New York State, and Allegany County laws and rules, the operator shall collect and properly dispose of collected rubbish and recyclables from all Village of Alfred properties.

In accordance with the Specifications attached hereto and with your duly published invitation to bidders, the undersigned hereof offers to furnish rubbish and recyclables collection and disposal services to the Village of Alfred for the period of time designated, at a total cost of \$_____.

The undersigned understands an adjustment to this bid may be made annually in conjunction with Allegany County tipping fee increases only after renewal. The contractor and the Village Board of Trustees must mutually agree upon the amount of this adjustment.

The undersigned understands the Village will make said payment to the undersigned in equal monthly installments over the term specified.

Pursuant to the requirements of General Municipal Law Section 103-d the undersigned hereby certifies that by submission of this Bid the bidder, under the penalties of perjury, states that to the best of the knowledge and belief of the bidder:

1. The price 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;
2. Unless otherwise required by law, 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 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.

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Date: _____

Signature: _____

Printed Name of Authorized Representative: _____

Company Name: _____

Company Address: _____

Phone Number: _____

To the Above Bidder, you are hereby notified that the Village of Alfred hereby accepts your bid as the lowest responsible Bid for the service described. You are hereby awarded the Contract to furnish the service and directed to proceed in accordance with the Village of Alfred Rubbish Law, Specifications attached hereto and your Bid for:

Total Services: _____

Date: _____

Signature: _____

Justin Grigg, Mayor
Village of Alfred

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Specifications

The Village of Alfred, a Municipal Corporation of the State of New York, requires a rubbish and recyclables removal service from the residences, business places and public buildings of the Village of Alfred for the term herein stated and upon the regulations of the Village of Alfred Rubbish Law as well as the specifications herein provided.

1. Terms of Service – Said service shall commence on July 1, 2014 and terminate on June 30, 2015.
2. Schedule of Collections –
 - a. Rubbish – The Independent Contractor shall pick up such materials at least once each week.
 - b. Recycling – The Independent Contractor shall pick up such materials at least once every two weeks.
3. Location of Collections –
 - a. The Independent Contractor shall pick up such materials from all of the residential and commercial properties in the Village of Alfred, including the following list of locations:
 - i. The rear of the Village Hall
 - ii. The alley behind Main Street businesses
4. Dumpster – The Independent Contractor shall provide a dumpster for the Village at no additional charge. Said dumpster shall be emptied weekly.
5. Adherence to Schedule – The Independent Contractor furnishing the service shall commence pickup of such materials no earlier than **7:15 A.M** on the day of pickup. In the event such Independent Contractor shall have mechanical breakdown of equipment or other problems causing inability to furnish these services in accordance with the Schedule the Independent Contractor shall immediately notify the Clerk of the Village of Alfred of such delay. If the delay shall not be greater than a three hour delay, the Independent Contractor shall provide the service on the same day. If the delay will exceed three hours, the Village of Alfred will make other arrangements for pickup according to the Schedule and appropriate deductions in the monthly amount to be paid shall be made.
6. Rubbish and recyclables must be collected, transported, handled, and disposed of in full compliance with the applicable Federal, State, County and Village laws, rules and regulations.
7. Insurance – Prior to commencement of the service herein required the Independent Contractor shall provide and file with the Village Clerk a certificate from a licensed insurance agency certifying that the Independent Contractor has all necessary statutory coverage including Workmen’s Compensation, New York State Disability Benefits and the like. In addition such

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Certification shall certify that the Independent Contractor has Public Liability Insurance in at least the amount of ONE MILLION DOLLARS (\$1,000,000) coverage and appropriate Motor Vehicle Liability Insurance Coverage on the business operation conducted by the Independent Contractor in at least the amount of ONE MILLION DOLLARS (\$1,000,000).

8. Independent Contractor Status:
 - a. The Independent Contractor shall furnish all necessary vehicles and labor required for the removal of all such garbage, rubbish, trash and other materials for removal; such removal shall be accomplished in a neat and sanitary manner without scattering or littering of the streets and highways and without scattering and littering the adjacent properties. All emptied containers shall be placed at curb side, not thrown, in an inverted position and in substantially the same location as at the point of pickup.
 - b. The Independent Contractor shall be required to prove that he has equipment on his collection vehicles to provide for trash collection from large containers commonly known as dumpsters. The Village of Alfred reserves the right to examine trucks to see that such special equipment is on collection vehicles.
 - c. It is expressly understood that the Contractor herein is an Independent Contractor in performing the aforesaid services and that he will employ whatever help he may require in furnishing such service and neither the Independent Contractor nor any engaged by him shall be deemed an employee of the Village of Alfred.
9. Complaints – The successful bidder shall guarantee that they will investigate and resolve all complaints of residents of the Village concerning the garbage collection service provided herein within two hours of receipt of such complaint by the Contractor.
10. Non-Discrimination, Labor, Non-Collusion – These specifications and the contract made hereunder and any modifications hereof, are made subject to all Laws relating to non-discrimination, labor standards, and non-collusive bidding as such laws may be applicable to the Bid made pursuant hereto and the Contract awarded in accordance herewith.
11. Bids – All bids received for performing the service herein specified are subject to the right of the Village Board of Trustees to reject any and all Bids to waive any informality in any bid and to accept the bid deemed most advantageous to the Village of Alfred. The Village Board of Trustees will adopt appropriate Resolutions and if the Bid is accepted, the Mayor will be authorized to subscribe an acceptance to such bid and such acceptance together with the bid submitted and copy of the specifications herein shall be deemed the contract for furnishing of such service.

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12. Payment – The Independent Contractor shall be paid monthly on or near the first of the month following the month in which the service has been performed. Such monthly payment is to be an amount equal to the result of the total bid divided by the total number of months in the term of the contract, adjusted nevertheless for any reduction by reason of failure of the Independent Contractor to perform on any specific day or days in such preceding month.
13. Termination – The Contract for the furnishing of such service shall be terminable by the Village of Alfred upon five days written notice in the event the Independent Contractor fails to perform the Contract in accordance with the Specifications.

ANNEX: Prevailing Rate Schedule # _____