

## VILLAGE OF ALFRED

### SPECIFICATIONS FOR GARBAGE, TRASH & RECYCLING CONTRACT

#### SPECIFICATIONS FOR GARBAGE REMOVAL

1. The Contractor shall regularly and expeditiously collect, remove, transport and dispose of any and all garbage of owners and occupants of properties, firehouses, and municipal buildings and business and residential properties participating in the Village's waste collection program, within the limits of the Village of Alfred for a one (1) year period, beginning July 1, 2015 through June 30, 2016.
2. The Contractor shall regularly and expeditiously collect, remove and transport all recyclable materials of owners and occupants of properties, firehouses and municipal buildings and business and residential properties within the Village of Alfred who participate in the Village's waste collection program.
3. The Contractor shall furnish all labor, tools, conveyance equipment and apparatus to do all the necessary things in order to perform the work described herein. **The proposal is subject to NYS Department of Labor for Prevailing Wages as an Article 9 Public Works Project for Trash and Refuse Removal.** All proposals must use the prevailing wage schedule contained in Exhibit A. Any questions regarding the Prevailing Wage Schedule should be directed to the Bureau of Public Works District Office for our region as listed on page 12 of the prevailing wage schedule.
4. The Contractor shall collect garbage and recyclables from the curb in front of residences and businesses and from the alley behind Main Street businesses.
5. The Contractor shall collect garbage and recyclable materials from the rear of the Village Hall and for provide a dumpster and weekly dumpster service at the Village of Alfred Wastewater Treatment Plant.
6. The Contractor shall make the garbage collections required herein at least once in each week, at such time and on such days in each week as the Board of Public Works or its duly designated agent may direct, between the hours of 7:15 AM until day's scheduled routes are completed. In the event such Contractor shall have mechanical breakdown of equipment or other problems causing inability to furnish these services in accordance with the Schedule the Contractor shall immediately notify the Superintendent of Public Works of such delay. It should be noted that the collection schedule may be altered during the weeks that the following legal holidays occur: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor and the Village must mutually agree on an amended

schedule and the Village shall publish notification of said change on the Village Website.

7. The Contractor shall collect all garbage within the Village of Alfred in any places that the Board of Trustees deems that exceptional conditions exist; such collections shall be made as often as the Board of Trustees shall deem necessary to prevent unsanitary conditions.
8. Under the direction of the Superintendent of Public Works, the Contractor shall provide services to the extent that the Superintendent of Public Works deems necessary to prevent unsanitary conditions.
9. Upon the direction of the Superintendent of Public Works, the Contractor will provide services to the extent that the Superintendent of Public Works deems appropriate in order to insure that the level of services provided is consistent to the current levels of service.
10. The Contractor's proposal should reflect the cost of collection and transfer of recyclable materials to a designated facility.
11. The Contractor shall fully and at all times comply with all the sanitary rules and regulations of the State of New York and of the Health Department of the County of Allegany and the appropriate Board of Health of the Town where the garbage is disposed.
12. The Contractor **may not** assign contract or any part thereof or subcontract any portion of the work contemplated without the prior **written consent** of the Board of Trustees of the Village of Alfred or its duly authorized representative.
13. The Contractor shall, prior to commencing operations hereunder, secure worker's compensation insurance for all employees engaged, or to be engaged in the performance of this contract. The Contractor will hold the Village of Alfred harmless from any and all claims for compensation or injuries to his employees.
14. The Contractor shall name the Village of Alfred as an unrestricted additional insured and shall indemnify and save harmless the Village of and from any and all claims, actions, damages and charges of every name and nature whatsoever arising from the negligence or want of care of the Contractor, his agents or employees in the execution of the work contemplated before commencing operations. The Contractor shall secure comprehensive automobile liability coverage for all motor vehicles. Said policy shall protect

both injury and property damage in at least the sum of \$1,000,000.00 single limit.

15. The Contractor, before commencing operations hereunder shall secure a policy of general liability insurance protecting himself, and the Village of Alfred from liability for damages for negligence of himself, his agents and employees in performing the duties of Contractors, in the amount of \$1,000,000.00 Each Occurrent and \$1,000,000.00 Aggregate.
16. The Contractor shall provide certificates of insurance to the Village of Alfred to be filed with the Village Clerk of said Village prior to commencement of any work under this contract. Certificates shall contain provision for 30 days written notice to the Village of Alfred of change or cancellation.
17. The Contractor shall cause all garbage removed from the Village of Alfred to be enclosed in such a manner that the same shall not create littering or noxious odors or will in any way annoy the residents of the Village of Alfred.
18. The Contractor 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.
19. In the event the Contractor shall fail or neglect to perform any of the duties or services contained in these specifications, the Village of Alfred may, by resolution, declare this contract terminated and cause a notice to be served by the Director of Administration and Finance upon the Contractor, which notice shall be served by mailing the same by certified mail addressed to the Contractor and the Village shall have the right to proceed against the Contractor for damages for his failure to comply with these specifications, such damages shall include, but not be limited to such additional amounts as the Village of Alfred may be obligated to pay to secure the same services as herein specified for and during the term of the contemplated contract.
20. All bidders shall note the manner in which rubbish and recyclable materials are to be placed for collection pursuant to the Local Law on Solid Waste of the Village of Alfred. A copy of the Local Law on Solid Waste is included as Exhibit C. All bidders shall further note that the list of materials to be recycled may be amended during the term of the contract.

21. The Village hereby notifies all bidders of its intent to include an article in the contract allowing for termination of such agreement by providing the contractor with a written “notice of termination”, in the event the Contractor fails to perform the Contract in accordance with the Specifications, 5 days in advance of such termination.

#### Wastewater Treatment Plant

**BID FOR WASTE DISPOSAL AND RECYCLING SERVICES**

The price quoted is to include the following:

1. Collection and disposal of garbage for those participating in the Village's program.
2. Collection and disposal of **commingled recyclable** materials currently mandated for recycling and any other additional materials designated for the recycling program during the term of the contract.
3. Any and all expenses associated with items 1 through 4, above and the duties outlined in the specifications issued for this bidding process.

2015-16 Total Bid Price:

Name of Firm:

Name of Contact Person:

Address:

Phone Number:

\_\_\_\_\_  
Signature of Officer, Owner, or Partner

\_\_\_\_\_  
Date

**EXHIBIT A**

**PREVAILING WAGE SCHEDULE**

**SEE SEPARATE ATTACHED SCHEDULE**

**PRC #TBD**

**EXHIBIT B**

**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 the 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 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.

Bidder.

Signed:

Printed Name:

Title:

Name of Firm:

Date:

**EXHIBIT C**

**LOCAL LAW OF VILLAGE OF ALFRED**

**SOLID WASTE**

**SEE ATTACHED .pdf FILE**