

**TOWN OF WHEATLAND
REFUSE COLLECTION DISTRICTS**

**TERMS AND CONDITIONS FOR BID PROPOSAL AND AGREEMENT
FOR
COLLECTION OF REFUSE AND RECYCLABLES**

The following Terms and Conditions apply to all bids submitted for collection of refuse and recyclable materials from the Mumford, Rolling Acres & Fairview Road Refuse Districts in the Town of Wheatland, and also are incorporated by reference to any and all agreements resulting from such bids.

Terms and Conditions for Bidding

1. Bids must be submitted based on a set fee. Set fees should be proposed as a collection fee per unit. Price includes totes and recycle bins being provided by the successful bid.

The following refuse districts contain the following units

Mumford Refuse District - 267 units.

Rolling Acres Refuse District - 68 units, and

Fairview Road Refuse District- 20 units.

Alternate contract terms are required for both a two -year term from January 1, 2021 to December 31, 2022, and a three-year term, for the period from January 1, 2021to December 31, 2023.

PRICE MUST INCLUDE TOTES AND RECYCLE BINS SUPPLIED BY THE SUCCESSFUL BIDDER

2. The Contractor shall submit a recycling plan outlining the type of materials to be recycled, the procedures residents must follow to prepare materials for pick-up by the collector using appropriate blue boxes, and how this information is to be disseminated to the residents. The recycling plan should be explained on an additional page and attached to the Bid Proposal.
3. Recyclable materials must be collected weekly in accordance with the schedule and price outlined by the bidder on the Bid Proposal, for the period from January 1, 2021 to December 31, 2022, or January 1, 2021 to December 31, 2023. It is the Contractor's responsibility to find suitable markets for recycling the collected materials.
4. The Bid Proposal must be enclosed in a sealed envelope with outside markings indicating the bidders name and that it is a bid for Refuse Districts.
5. Information regarding each of the Refuse Districts may be inspected at the Office of the Town Clerk of the Town of Wheatland, Laurie Czapranski, or requested by email at townclerk@townofwheatland.org.

6. Bidders must submit bids for the Mumford, Rolling Acres and Fairview Road Refuse Collection Districts and each bid must include collection of both refuse and recyclable materials. Failure to bid all three refuse collection districts or failure to bid the alternative years will result in an incomplete bid and be grounds for disqualification of the submitted bid.
7. The Town Board reserves the right to reject all bids, and to award the contract in accordance with the best interests of the Refuse Districts.
7. The bidders acknowledge that they have reviewed and agree to these Terms and Conditions, and the terms of the Bid Proposal. Execution of the term and conditions and submission of the Bid Proposal shall be proof of this acceptance of the term and conditions. Execution of the bid and execution and submission of the Bid Proposal and the Terms and Conditions indicates acceptance of these Terms and Conditions, and indicates the bidder's ability to meet these Terms and Condition
8. No proposal can be withdrawn after the time stated for opening the bids, and all proposals shall be irrevocable for 75 days from the date bids are opened.
9. All bids submitted shall include the attached non-collusive bidding certificate pursuant to the requirements of Section 103 of the General Municipal Law of the State of New York. All bids must comply with, and are subject to, all other applicable provisions of the General Municipal Law and all laws connected with public bidding.

Terms and Conditions for Performing the Work

10. The price submitted by the Contractor does not include collection of refuse or recyclable materials from any dwelling which may be constructed after the date of an executed contract. The Contractor must provide collection service to any dwelling constructed after the date of contract execution, and the Contractor may collect from occupant or resident a fair market price for such service. If the occupant submits a request in writing to the Contractor's address as indicated on the executed contract, and the Contractor may collect from occupant a fair market price for such service.
11. The Contractor shall collect at curbside all household refuse, garbage, rubbish and recyclable materials from each designated unit in the Refuse Districts once in each week during the term of the contract. If the garbage container cannot be collected due to excessive weight, inclement weather or inaccessibility, then the Contractor may elect to leave the container provided the Contractor gives the homeowner written notice of the reason for leaving the container. A duplicate copy of the written notice shall be given to the Office of the Town Clerk on the same day that the containers were not collected. The written notice shall contain the homeowner's name, address and telephone number, the date and time of notification, and the specific reason for leaving the container.
12. If a homeowner's refuse and recyclable materials are properly contained and set out, and is skipped by the Contractor, a penalty charge of \$2.00 per skip shall be deducted from the payment amount due the Contractor.

13. The Contractor shall pick up and dispose of large items including but not limited to: Stoves, refrigerators, freezers, chairs, sofas, divans, tables, swing sets, moving boxes, crates, and other items from attic, garage or special clean-ups. The Contractor shall be responsible for the occasional collection of reasonable amounts of construction and remodeling materials. If those materials are contained in standard containers or bags or, in the case of carpeting or sheet flooring, if the materials are rolled, tied and cut into reasonable lengths.
14. The occupant will be required to schedule a special pick-up with the Contractor for the above-mentioned items, and the Contractor shall remove them at no additional charge to the homeowner or any increase in the contract bid price. The Contractor may charge the occupant a reasonable fee for collection of bulk construction materials that cannot be containerized due to immense bulk or weight, such as concrete or large amounts of roofing materials, wallboard, plywood or plaster.
15. There shall be a final collection of all items included in these Terms and Conditions between December 25 and January 1 of the contract period.
16. No collection work will be done on Saturdays, Sundays or holidays, and all work shall be performed between 7:00 AM. and 5:00 PM.
17. The Contractor shall provide at its own expense a telephone at its place of business and shall answer all incoming calls between the hours of 7:00 a.m. and 5:00 p.m. every day of the year except Saturdays, Sundays and holidays. If the Contractor uses an answering machine or service to receive incoming calls, the Contractor must read back and attend to all recorded messages twice between 7:00 a.m. and 12:00 noon, and twice between 12:00 noon and 5:00 p.m. to ensure prompt attention to customer concerns.
18. If the Contractor wishes to change the collection day(s) stated in the Bid Proposal, the Contractor shall apply in writing to the Town Supervisor. Upon approval, the Contractor shall notify in writing every affected homeowner or unit occupant within the Refuse Districts of the change in day of collection.
19. Upon execution of a contract, the Contractor shall notify every homeowner or unit occupant within the Refuse Districts, by written notice, of the Contractor's name, address and telephone number, the day of collection, and a notation that all complaints are to be answered by the Contractor. A sample of the written notification shall be given to the Town Board for review and approval. The Town will provide mailing labels to the Contractor for all residents within the Refuse Districts.
20. All refuse and recyclable materials shall be picked up at the curb. All containers intended for re-use shall be thoroughly and carefully emptied and returned to the place from which they were taken. Refuse or recyclable materials which are spilled by the Contractor shall be cleaned up by the Contractor. The Contractor's vehicles shall not be driven into the driveway of any residence without the written permission of the property owner. Any property damage caused by any of the Contractor's vehicles shall be repaired to the satisfaction of the property owner at the sole expense of the Contractor.
21. The Contractor shall conform to all State and County mandates for recycling.

22. The Contractor shall be familiar with and comply with all requirements of the Monroe County Local Law No. 3 of 1996. "Solid Waste Refuse and Recycling Law" and specifically:
- a) Section VII - Waste Delivery and Disposal; Source Separation
 - b) Section VIII - Collection of Recyclables
 - c) Section IX - Reporting Requirements
 - d) Section X – Haulers
23. It will be the Contractor's responsibility to collect the recyclable and to find suitable markets for recycling the collected materials. The Contractor shall collect all recyclable materials weekly.
23. In order to satisfy the Town Board that the Contractor has sufficient financial ability, experience and equipment to fully and satisfactorily complete the contract in accordance with its terms, the Contractor shall be required to provide the following before a contract is executed:
- a) The equipment and back-up equipment shall be made available for inspection by the Town or its representative, for acceptance or rejection to awarding the contract.
 - b) A surety company performance bond or an irrevocable letter of credit satisfactory to the Town Board, in an amount of at least 10 percent of the contract bid, conditioned upon the complete, faithful performance of the contract according to the specifications and terms of the contract.
 - c) The Contractor agrees to hold the Town harmless from any and all cost, loss, damage and expense because of claims for injury to persons or property arising out of the Contractor's performance under the contract, and shall furnish the Town Board with policies or certificates of insurance as follows:
 - automobile insurance covering all mobile equipment used by the Contractor
 - general public liability and operations insurance
 - independent contractors liability insurance
 - owner's protective liability insurance
- All the above insurance policies are to be issued in the name of the Town of Wheatland or name the Town as a covered or additional insured, excepting the automobile insurance. All such policies of insurance shall carry bodily injury limits of at least \$250,000/\$500,000 and property damage limits of at least \$50,000/\$100,000. A certificate must also be shown for Worker's Compensation Insurance coverage. The Contractor must always maintain insurance in full force and effect during the period covered by a contract. All insurance policies and certificates shall have a 10-day cancellation clause.
25. The Town of Wheatland shall have the following rights:
- a) If the work is not done to the satisfaction of the Town Board, the Town Board shall have the right to withhold from the Contractor an amount the Supervisor shall consider to be fair and equitable. In such a case, the amount already paid will be

considered full payment for all work done under the contract.

b) If the Town Board of the Town of Wheatland determines that commencement or performance of the work has been unreasonably delayed by the Contractor, or that the work has not been performed properly, punctually or completely, according to these Terms and Conditions and those included in an executed contract agreement, the Town Board reserves the right to terminate the contract. In such a case, the contractor shall forfeit all compensation for unpaid work and shall be liable to the Town Board for all damages resulting from such delay or failure to duly perform. After such termination, the Town Board may, at its option, re-let the work or have the work done under its supervision and defray the costs thus incurred from the remaining amount yet unpaid upon the contract by resorting to the Contractor's Performance Bond.

26. In the event of faithful performance of the contract, the Town Board will pay to the Contractor the contract price in monthly installments, less 5 percent to be retained until the contract has been fully completed and performed.
27. The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of a contract, or of any right, title or interest therein, or of any power to execute the contract, to any other person, company or corporation without the previous consent in writing of the Town Board.
28. The Contractor shall be required to fully comply with every provision of the Labor Law and the Worker's Compensation Law of the State of New York and all other valid regulations and laws relating thereto or to the work to be performed.
29. The refusal of the Contractor, when called before a Grand Jury, to testify concerning any transaction or contract he has within the State of New York, or any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, shall disqualify the Contractor and any firm, partnership or corporation of which he is an officer, director, partner or member from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or any public department, agency or official thereof, by the Contractor by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.

Execution of these Terms and Conditions, indicates acceptance of such terms and conditions. If chosen as the successful bidder these terms and condition from a contract between the Town of Wheatland and the successful bidder.

By: _____
Company

Officer

Date: _____, 2020 _____