

**NOTICE TO BIDDERS
(GARBAGE)**

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Office of the Village Clerk of the Village of South Nyack, 282 South Broadway, South Nyack, New York 10960, until 10 A.M. on Friday, February 19, 2021 for the following:

1. BID FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH FOR THE VILLAGE OF SOUTH NYACK.

Bids will be publicly opened and read aloud at the aforesaid date, time and place.

All bids must be sealed and addressed to the Village Clerk, Village of South Nyack, 282 South Broadway, South Nyack, New York 10960, and specify on the outside of the envelope the title of the bid submitted.

All bids must be accompanied by a Statement of Non-Collusion in conformity with the requirements of Section 103-d of the General Municipal Law, as amended.

Specifications, bid blanks and all necessary information may be obtained at the Office of the Village Clerk between the hours of 9 A.M. and 4 P.M. Mondays through Fridays, exclusive of holidays. Bid documents are also available on the village website – southnyack.ny.gov

PLEASE TAKE FURTHER NOTICE that the Board of Trustees of the Village of South Nyack reserves the right to accept or reject any or all bids or any parts thereof.

Dated: January 22, 2021
South Nyack, New York

JILL SCHWARZ
Village Clerk
Village of South Nyack

GENERAL INSTRUCTIONS TO BIDDERS

1. All bid proposals must be submitted on the official form provided by the Village of South Nyack.
2. Each proposal shall be clearly marked on the outside of the envelope as a sealed bid. The name of the item for which the bid is submitted must also be indicated on the outside of the envelope as "BID FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH FOR THE VILLAGE OF SOUTH NYACK."
3. No responsibility will be attached to any Village representative for the premature opening of a bid not properly addressed and identified.
4. The Village reserves the right to accept or reject any or all bids or any parts thereof and to waive any irregularities or informalities in the bidding.
5. Failure of the bidder to sign or have the signature of an authorized representative or agency on the bid proposal, in the space provided, may be cause for rejection of the bid.
6. Any bidder may withdraw his/her bid any time before the time set for opening of bids. **NO BID MAY BE WITHDRAWN DURING THE FORTY-FIVE (45) DAY PERIOD AFTER BIDS ARE OPENED.**
7. Pursuant to Section 103-d of the General Municipal Law, as amended, all bids must be accompanied by a statement of non-collusion subscribed and affirmed by the bidder.

This statement is attached hereto and must be fully executed and submitted with the bid. Failure to submit this statement, properly executed, will result in rejection of the bid.
8. Prices should be quoted without Federal Excise Tax or Transportation Tax or Sales Tax, as the Village is exempt from such taxes.
9. A bid bond or certified check in an amount equal to 10% of the total bid price for a one year contract shall be submitted with the bid.
10. The successful bidder shall submit, at the time of execution of the contract, an irrevocable Letter of Credit in an amount equal to 2 times the price of one year's contract price to guarantee the faithful performance of the contract.

11. The insurance coverage shall include the following:

A. Commercial General Liability (“CGL”) on a form at least equal to ISO form # CG 00 01 04 13 with no restrictive endorsements and limits at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy is to be endorsed reflecting the Village of South Nyack, 282 South Broadway, South Nyack, New York, and its officers, agents, employees, affiliated boards, authorities and commissions as additional insureds. (For work performed for the Village use endorsements at least equal to ISO forms CG 20 26 07 04 and CG 20 37 07 04;). The policy shall be primary to and non-contributory with any other insurance available to the additional insured.

B. Workers Compensation (“WC”) shall provide full New York State statutory coverage and Employer’s Liability coverage (“EL”). Where there is any exposure adjacent to navigable water, the policy must include US Longshoremen’s and Harbor Workers Act endorsement.

C. Automobile liability (“AL”) shall be on a form equal to ISO form #CA 00 01 03 06 with no restrictive endorsements and with a limit at least equal to \$1,000,000 per occurrence. The policy is to cover “Any Auto” (Symbol 1). The policy is to be endorsed reflecting the Village of South Nyack, 282 South Broadway, South Nyack, New York, and its officers, agents, employees, affiliated boards, authorities and commissions as additional insureds.

D. Umbrella or Excess Liability shall cover over and above underlying CGL, AL and WC policies, with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate. Aggregate shall not apply to any coverage that is not subject to an aggregate in the underlying policy;

E. New York State Disability Benefits Law Coverage;

F. All other insurance required by law or that the VILLAGE may reasonably require;

G. The same insurance provisions including contractual liability shall be included in all contracts with sub-contractors engaged by the contractor or its sub-contractors in connection with this project. Certificates of Insurance must be provided to the Village of South Nyack with copies of the respective additional insured endorsements attached thereto, prior to the effective date of Contract.

H. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A M Best Company at least A minus (financial strength rating) and IX (financial size category);

I. All policies shall be endorsed to require at least 30 days advance notice by certified mail, attention of the Village Clerk, Village of South Nyack, of cancellation, non-renewal or reduction in coverage;

J. At least 30 days prior to the commencement of services covered by the contract the following must be submitted:

1. A certificate of insurance reflecting required insurance coverage with additional insured endorsements attached thereto, and
2. A fully completed ACORD form #855NY.

Failure of the VILLAGE to enforce any of these items shall not waive the responsibility of the contractor or sub-contractor to comply with these requirements.

12. Garbage and trash include normal household rubbish and waste materials including food waste, containers, paper and plastic products, ashes, and other similar items in trash containers, but shall not include white goods, tires, batteries, construction debris generated by contractors, brush, loose leaves and items designated as recyclables or as hazardous waste. (See the Rockland County hazardous waste list.)

13. In addition to regular pick-up of garbage and trash at the Village Department of Public Works Garage, the successful bidder shall provide a 20-yard dumpster at said location for the deposit of white goods. The successful bidder shall be required to remove and properly dispose of such items as requested by the Superintendent of Public Works.

14. Bidders shall be experienced in garbage, trash and/or recyclable collection work and shall have sufficient capital and equipment to properly provide the services required herein. In order to qualify, the bidder must have actively engaged in the business of collection and disposal of garbage, trash and/or recyclables for a period of at least three (3) years. Bidders are required to submit, with their bid, answers to all questions listed on the Qualifications Questionnaire. Failure to submit the completed questionnaire may, in the discretion of the Board of Trustees, render a bid invalid.

15. It is understood that all items picked up by the bidder to whom the contract is awarded shall be disposed of through a Rockland County Solid Waste Facility.

16. Each bidder must state its full name, business address and telephone number on the Bid Proposal Form attached hereto. If the bid is made by a partnership, the name, address and telephone number of the firm, as well as that of each partner, shall be given. If the bid is by a corporation, the person signing the bid must be duly authorized and empowered to submit such bid for and on behalf of the corporation, and shall submit proof of such authorization. Corporate bids shall indicate the names, addresses and telephone numbers of the officers of the corporation as well as those of principal shareholders; the location of its principal office; the State in which the corporation was incorporated; and the date of incorporation.

17. Bidders are cautioned not to attach any conditions, limitations or restrictions to

any bid, nor to make any changes or erasures on the bid blanks, as such conditions, limitations, restrictions or erasures may render the bid invalid or may be cause for rejection.

18. The Village reserves the right to make inquiry as to any of the information contained in the Qualifications Questionnaire or in any of the documents submitted with the bid and, if the Village deems it appropriate, the bidder may be required to furnish further evidence as to its qualifications and ability to undertake and complete the work called for by these specifications.

19. In addition, the bidder is required to submit a list of all equipment to be used in the performance of services required by these specifications, listing each piece of equipment, year and make, model, registration and proof of ownership or lease. The Village reserves the right to inspect each piece of equipment prior to awarding bid and any time during the contract period.

20. The successful bidder to whom a contract has been awarded shall, within ten (10) days after the award of the contract, and after notification by the Village in writing, supply Certificates of Insurance with Additional Insured endorsements attached thereto and Letter of Credit as required in the specifications, and execute the necessary contract with the Village.

21. Failure by the successful bidder to whom a contract has been awarded to furnish Certificates of Insurance with Additional Insured endorsements attached thereto, Letters of Credit or to execute the contract in the manner required by these specifications, shall be sufficient cause to rescind the award of the contract. It is understood and agreed by the bidder that should such failure occur, and the award of the contract be rescinded, the bid deposit shall be forfeited and shall become the property of the Village, not as a penalty but as liquidated damages, and shall not be recoverable by the bidder.

22. A bidder, in order to qualify for the award of a contract, must be duly licensed by the Town of Orangetown and provide evidence of such license at the time of submission.

BID PROPOSAL

Board of Trustees
Village of South Nyack
282 South Broadway
South Nyack, New York 10960

Dear Board Members:

The undersigned, having familiarized themselves with the existing conditions of the Village of South Nyack affecting the cost of the work, and with the Contract Documents which include the Notice to Bidders, Instructions to Bidders, the form of the bid, Specifications and form of contract, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment and services necessary to furnish garbage and trash collection and disposal services within the Village of South Nyack.

Price for item below is to be set forth both in words and figures. In case of any discrepancy, the price in words will generally govern.

TWICE A WEEK,

GARBAGE AND TRASH COLLECTION AND
DISPOSAL TWICE A WEEK INCLUDING
COST OF TIPPING AND DISPOSAL FEES:

For a one (1) year period commencing June 1, 2021 and expiring May 31, 2022; Village shall retain an option of a month-to-month extension for a period of no longer than four (4) months:

In submitting this bid, the bidder understands that the right is reserved to reject any or all bids, or parts thereof. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds within ten (10) days after the agreement is presented for signature. Failure to execute said agreement timely will subject the Bidder to forfeiture of bid security.

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of state finance law.

Name of Contractor

Signature and Title of Principal

Address

Telephone Number

Date

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 his 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 manner relating to such prices with any other bidder 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 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.

(4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf.

(5) That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

Sign Here _____

Title: _____

Sworn to before me this

_____ Day of _____, 2021

Notary Public

RESOLVED that _____
(Name of individual)

Be authorized to sign and submit the bid or proposal of this corporation for the
following project _____

and to include in such bid or proposal the certificate as to non-collusion required in such bid by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by a corporation at a meeting of its Board of Directors held on this _____ day of _____ 2021.

(Seal of the Corporation)

Secretary

Sworn to before me this
_____ day of _____ 2021

Notary Public

2021 SPECIFICATIONS FOR GARBAGE AND
TRASH COLLECTION AND DISPOSAL SERVICES
FOR THE VILLAGE OF SOUTH NYACK,
ROCKLAND COUNTY, NEW YORK

The following are the specifications for the contract intended to be awarded by the Village of South Nyack, hereinafter referred to as the "VILLAGE", for the providing of garbage and trash collection and disposal services within the entire area of the VILLAGE.

I. SUBMISSION OF BIDS

1. Each bidder must submit bid proposals setting forth its respective prices for collection and removal of garbage and trash, as those terms are defined herein and/or in the general instructions to bidders, in accordance with the conditions and terms hereinafter set forth in the specifications, for the following contract period:

TWICE A WEEK GARBAGE AND TRASH COLLECTION AND
DISPOSAL INCLUDING COST OF DISPOSAL

2. Bidders must have experience in garbage, trash and/or recyclable collection work and shall have sufficient capital and equipment to properly provide the services required herein. In order to qualify, the bidder must have actively engaged in the business of collection and disposal of garbage, trash and/or recyclables for a period of at least three years.

3. It is understood that all items picked up by the bidder to whom the contract is awarded shall be disposed of through a Rockland County Solid Waste Facility, and understands that all Rockland County Department of Health, Waste stream management and New York State rules regarding separation of Trash and Recyclables must be followed by the contractor.

4. Each bidder is required to complete and submit, together with its bid, a form questionnaire supplied by the Village Clerk, setting forth previous experience in scavenger service, the equipment intended to be utilized in providing the service, proof of ownership of all such equipment, and further setting forth its financial ability to provide the service required. Failure to submit the completed questionnaire may, in the discretion of the Board of Trustees, render a bid invalid.

5. Each bidder is required to submit, together with its bid, a letter from a bank or Surety Company stating that such institution is prepared to issue an irrevocable Letter of Credit or Performance Bond in an amount equal to one year's bid price to guarantee the faithful performance of the contract.

6. The Village reserves the right to reject any or all bids or parts thereof and to waive any irregularities or informalities in the bidding.

7. Each bid must include a certified check or bid bond in the amount of ten (10%) percent of the bid price for the one-year bid. Such check or bond shall be held by the Village Clerk until contracts have been awarded and executed.

8. After the opening of bids and before awarding of contracts, the Board of Trustees may require any bidder to submit, in addition to any information furnished with the bid, documentary evidence in support of the statements in the bidder's questionnaire or the answers to any other questions to which the Board has made inquiry.

9. The successful bidder to whom a contract has been awarded shall, within ten (10) days after the award of contract, supply certificates of insurance with additional insured endorsements attached thereto and the Letter of Credit or Performance Bond as required and execute the necessary contractual agreement with the Village.

10. Failure by the successful bidder to whom a contract has been awarded to furnish the required insurance certificates with additional insured endorsements attached thereto, and/or to execute contracts shall be sufficient cause to annul the award of contract. It is understood by the bidder that in such case the bidder shall forfeit its bid bond or certified check and such bond or check shall become the property of the Village.

II. BID PROPOSALS AND QUALIFICATIONS QUESTIONNAIRE

1. All bid proposals shall be made only for those items listed in the Bid Form, and bids shall be made out only on the form prepared by the VILLAGE and furnished to the bidder, and no other form shall be used for bid proposals. The prices must be written in ink, in words, and also stated in figures, and any bid proposal not in accordance with these instructions, or not on the blanks furnished, or containing bids not requested, may be rejected. No bid may be withdrawn within forty-five (45) days after opening of bids.

2. Each bidder must state its full name, business address and telephone number and be signed by a principal thereof. If the bid is made by a partnership, the names and addresses of the firm, as well as that of each partner, shall be given. If the bid is by a corporation, the person signing the bid must be duly authorized and empowered to submit such bid for and on behalf of such corporation, and shall submit proof of such authorization together with the bid. Corporate bids shall indicate the names and addresses of the officers of the corporation as well as those of principal

shareholders; the location of its principal office; the State in which the corporation was chartered; and the date of incorporation.

3. Bidders are cautioned not to attach any conditions, limitations or restrictions to any bid, or to make any changes or erasures on the bid blanks, as such conditions, limitations or restrictions may render the bid invalid or may cause its rejection.

III. AWARD OF CONTRACTS

1. The competency and responsibility of bidders will be considered in the making of any award, and the award of contract, if made, will be to the "lowest responsible bidder" provided its bid complies, in all respects, with the requirements provided herein, and further provided that it has submitted evidence of its ability to perform the work satisfactorily, and proof of possession of the necessary capital and equipment to carry out the contract without fault or interference. Bidders may be required to show equipment and premises to representatives of the VILLAGE, and every bidder, in submitting its bid, agrees to furnish any and all additional information or evidence which may be required of it by the Mayor, the Board of Trustees or their duly authorized representative.

2. All bid deposits shall be returned, after bid proposals have been opened, read and reviewed by the Board of Trustees, except for those of the three lowest responsible bidders, as determined by the Board of Trustees. Deposits of the three low bidders will be returned when a contract between the VILLAGE and the successful bidder has been signed.

3. The successful bidder to whom a contract has been awarded shall, within ten (10) days after the award of the contract, and after notification by the VILLAGE in writing, supply Certificates of Insurance with additional insured endorsements attached thereto as required herein, the Letter of Credit or Performance Bond and execute a contract as required by the VILLAGE.

4. Failure by the successful bidder to whom a contract has been awarded to furnish the required Certificates of Insurance with additional insured endorsements attached thereto or Letter of Credit or to execute a contract with the VILLAGE shall be sufficient cause to rescind the award of contract. It is understood and agreed by the bidder that if such failure should occur, and the award of contract be annulled, the deposit submitted shall become the property of the VILLAGE, not as a penalty but as liquidated damage, and shall not be recoverable by the bidder.

IV. DEFINITION OF TERMS

1. Garbage and trash include normal household rubbish and waste materials including food waste, non-recyclable containers, minor homeowner generated repair debris, and or other similar items in trash containers or bundles under 50 lb. each. and up to 100 lb. per collection day.

2. Collection shall not include white goods, tires, batteries, construction debris generated by contractors, brush, loose leaves and items designated as recyclables or as hazardous. (See the Rockland County hazardous waste list.)

V. SCOPE OF WORK

1. The contractor shall furnish, at its own expense and without liability to the VILLAGE, all labor, equipment, vehicles, tools, implements, materials, transportation and other facilities necessary to provide an adequate and uninterrupted sanitary garbage and trash collection and disposal service for all designated properties within the VILLAGE during the contract term in accordance with the terms, conditions, methods and procedures set forth in these specifications. The contractor shall collect all material properly presented for pickup on the scheduled day. Any location where the contractor questions what debris is to be picked up shall be identified to the Village Clerk or DPW Superintendent that same day, prior to completing collection and leaving the Village. It **shall not** be at the discretion of the driver to determine that only part of a stop shall be collected. If it is determined by a village representative that debris at that location is to be collected, it will be done that day.

2. Day(s) of collection shall be as designated by the Mayor. Collection shall start not earlier than 7 A.M. and shall be completed by 6 P.M. on each day of collection. In the event the regularly scheduled day for collection falls on a legal holiday, the collection regularly scheduled for that day shall be made by 6 P.M. on the next succeeding business day. Saturdays shall be considered as a business day. No other collections shall be affected because of said holiday. Bid must include list of contractor's observance of legal holiday closings.

If impending weather conditions are determined by the contractor to require the cancelation of collection in the village, the Village must be notified at least 24 hours in advance of the day of collection, same shall apply should conditions deteriorate during a collection day and contractor notifies the village it is unsafe to continue, it shall be resumed on the following business day.

Failure to make a scheduled collection pick up shall be considered a violation of the terms and conditions of this contract and the Contractor shall be subject to the payment of liquidated damages in the amount of \$50.00 for each such pick up missed for each property involved. Said moneys shall be deducted from the payment that would otherwise be due to the Contractor had there been compliance with the contract.

3. Pickups of garbage and trash are to be made from containers, bags or bundles located at curbside. Containers must be returned to the point of pick-up, in an upright condition, with the covers in place, if applicable, after the contents have been removed. Curbside collection includes all public and private streets within the Village. Private streets are known as Voorhis Point, Longview Court, Fern Avenue, Willow Ct and Oakwood Drive. Large compacting trucks shall not enter Voorhis Point or any other private street if and when notified by the Board of Trustees. Annexed hereto as Exhibit

“A” is a list of the premises to be serviced by the contractor.

4. Any damage identified as caused by contractor’s equipment on or to public or private property shall be the responsibility of the contractor.

5. In addition to regular pick-up of garbage and trash at the Village Department of Public Works Garage, the successful bidder shall provide a 20-yard dumpster at said location for the deposit of white goods. The successful bidder shall be required to remove and properly dispose of such items when requested by the Superintendent of Public Works.

5. The contractor is responsible to provide Back Door service to the following Municipal buildings Village Hall and Orangetown Fire Company

6. The contractor must maintain an office and telephone service within Rockland County with an agent or employee to answer the telephone at all times during collection hours in order to permit Village officials or residents to register complaints. An answering machine is not acceptable while collection is being conducted. Contractor must have the ability to provide emergency service and must have available during working hour’s sufficient employees and an additional collection truck or pickup truck to handle emergency calls or complaints of improper service within a reasonable time after notification. Drivers must have direct contact with the office via two-way radio or cellular phone.

7. Contractor must supply copy(s) of Health Department certificates of yearly truck inspections and NYS Safety Inspections for each vehicle used in the Village.

8. Driver for contractor must check in with Village Clerk before leaving village at the end of each collection day to see if there are any complaints or problems.

9. The contractor is expected and held legally liable to follow all New York State and Rockland County Department of Health Sanitary Codes and Regulations including but not limited to Collection, Disposal, Transporting, and Solid Waste Stream Separation Regulations while performing collection and disposal for the Village of South Nyack.

VI. CONTRACT TERM AND PRICE

1. The contract to be entered into is for terms set forth hereinabove. Notwithstanding, the awarded contract term, the VILLAGE shall reserve the right to terminate the contract upon sixty (60) days advance written notice.

VII. INSURANCE AND LETTER OF CREDIT

The insurance coverage shall include the following:

1. The VILLAGE, 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 injury received by any person, or damage done to any property in by the contractor, its agents or employees, will require, and it shall be the duty of the contractor to procure and maintain, during the entire term of the agreement, the following insurance coverages:

A. Commercial General Liability (“CGL”) on a form at least equal to ISO form # CG 00 01 04 13 with no restrictive endorsements and limits at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy is to be endorsed to the Village of South Nyack, 282 South Broadway, South Nyack, New York, and its officers, agents, employees, affiliated boards, authorities and commissions as additional insureds. (For work performed for the Village use endorsements at least equal to ISO forms CG 20 26 07 04 and CG 20 37 07 04; for permits issued by the Village use an endorsement at least equal to ISO form CG 20 12 07 98). The policy shall be primary to and non-contributory with any other insurance available to the additional insured.

B. Workers Compensation (“WC”) shall provide full New York State statutory coverage and Employer’s Liability coverage (“EL”). Where there is any exposure adjacent to navigable water, the policy must include US Longshoremen’s and Harbor Workers Act endorsement;

C. Automobile liability (“AL”) shall be on a form equal to ISO form #CA 00 01 03 06 with no restrictive endorsements and with a limit at least equal to \$1,000,000 per occurrence. The policy is to cover “Any Auto” (Symbol 1). The policy is to be endorsed to include the Village of South Nyack, 282 South Broadway, South Nyack, New York, and its officers, agents, employees, affiliated boards, authorities and commissions as additional insureds.

D. Umbrella or Excess Liability shall cover over and above underlying CGL, AL and WC policies, with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate. Aggregate shall not apply to any coverage that is not subject to an aggregate in the underlying policy;

E. New York State Disability Benefits Law Coverage;

F. All other insurance required by law or that the VILLAGE may reasonably require;

G. Provisions requiring the same insurance including contractual liability, and certificates of insurance with additional insured endorsements attached shall be included in all contracts with sub-contractors engaged by the contractor or its sub-contractors in connection with this project;

H. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A M Best Company at least A minus (financial strength rating) and IX (financial size category);

I. All policies shall be endorsed to require at least 30 days advance notice by certified mail, attention of the Village Clerk, Village of South Nyack, of cancellation, non-renewal or reduction in coverage;

J. At least 30 days prior to the commencement of services covered by the contract the following must be submitted:

1. A certificate of insurance with Additional Insured endorsements attached reflecting these coverages, and

2. A fully completed ACORD form #855NY.

Failure of the VILLAGE to enforce any of these items shall not waive the responsibility of the contractor or sub-contractor to comply with these requirements.

All of the aforementioned insurance policies shall be issued by a company authorized to do business in the State of New York and shall be non-cancellable except upon 30 days written notice to the VILLAGE. In the event of cancellation of any such policies, the contractor shall be required to immediately obtain and maintain in full force and effect all of the above coverages. Failure to do so will result in immediate cancellation of the contract and shall be considered a material breach of the contract. In the event a policy of insurance is cancelled for nonpayment of premium, the VILLAGE shall have the right, at its sole discretion, to pay said premium and deduct same from the next payment due the contractor for services rendered.

The contractor shall indemnify and hold the VILLAGE harmless from any and all liability, loss, costs, damages or expenses of any kind or nature which may arise out of or from any operations, acts, performance or nonperformance by the contractor, including reasonable attorney's fees.

At the time of execution of the contract, the successful bidder will deliver to the VILLAGE a Letter of Credit or Performance Bond issued by a bank or Surety Company approved by the Village Attorney in an amount equal to one year's contract price. In the event the Board of Trustees determines, during the term of the contract, that the contractor has failed to perform its contractual obligations, the Board may declare said contract to be in default and may call in said Letter of Credit or Performance Bond for liquidated damages and/or the cost of rebidding for the balance of the contract term.

VIII. TIME AND METHOD OF PAYMENT

1. The total contract price shall be payable to the contractor in equal monthly installments on the last day of each and every month during the term of the contract. Monthly payments shall be subject to deductions for liquidated damages.

IX. DISCRIMINATION AGAINST EMPLOYEES PROHIBITED

1. The contractor shall comply with the provisions of Section 296 of the

Executive Law of the State of New York which prohibits discrimination because of age, race, creed, color, sex or national origin in the hiring or firing of employees or in payment of compensation or in terms, conditions or other perquisites of employment.

2. As provided in General Regulation No. 1, as amended or replaced, as issued by the State Commission against Discrimination, it is hereby agreed that the contractor shall post and maintain at each of its establishments, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law against discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

3. The contractor shall comply with any and all applicable provisions of the Labor Law of the State of New York regarding municipal work.

4. The contractor shall comply with all other applicable Federal, State and Local Laws relating to the operation of its business and shall, at its own cost and expense, obtain any and all permits required by law for said operation.

X. NON-TRANSFERABILITY OF CONTRACT

Pursuant to Section 109 of the General Municipal Law:

1. A bidder and/or contractor to whom the contract is awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of its right, title and interest therein, or its power to execute such contract, to any person or corporation without the previous consent, in writing, of the VILLAGE. In the event that the Village of South Nyack dissolves, the VILLAGE reserves the right to terminate any contract based on a bid award with sixty (60) days written or electronic notice to the prevailing bidder/contractor.

XI. EQUIPMENT AND SERVICE

1. It is the intent of the Village to provide a neat, courteous garbage and trash collection and disposal service. Neither the contractor, its agents or employees shall solicit or be permitted to solicit gratuities of any kind for or during the performance of any work in connection with this contract. The contractor, its agents and employees shall be polite and courteous at all times to all persons served. Disposal service employees of the contractor must be in a uniform that displays the contractor's name and employee name. The contractor, its agents and employees shall use care in the handling of receptacles or other property belonging to the residents and shall replace at the contractor's cost any receptacles or other property damaged by the contractor or any of its agents and employees. All containers are to be placed back on the curb not blocking the sidewalk or in the road.

2. The contractor shall collect and transport all garbage and trash from every place in the VILLAGE in leak-proof, motor driven vehicles equipped with metal bodies

that will prevent any liquid matter from dripping out on public or private property and constructed in a firm, tight manner so as to eliminate the possibility of unnecessary noise. All vehicles furnished and used shall be subject to the approval of the Mayor and Board of Trustees and must be maintained in good working order at all times and in a clean, sanitary condition. Sufficient trucks of ample power and capacity shall be used in the collection service, and the contractor shall always have spare vehicles available to make collections in case of breakdowns.

3. All trucks, scooters and other motor vehicles used for the collection and removal of garbage and trash shall be covered with canvas or mesh cloth or similar material so as to prevent anything from spilling out, blowing off, or being pushed off the vehicles. No vehicle shall move when it contains uncovered garbage and trash. Any material that spills off in the course of loading and/or transporting shall be cleaned up immediately so as to leave the premises and streets in the condition as they were prior to the spill, and each vehicle utilized in the collection and removal shall carry a broom and shovel for such purpose. A liquid absorbent must also be carried on all vehicles to absorb any seepage onto public or private property.

4. Each motor vehicle shall be properly identified with the name, address and telephone number of the contractor printed on both sides of the vehicle in lettering at least two (2) inches in height and have its own distinct number on both sides of the truck.

5. Bidders are cautioned that many streets within the Village are narrow and/or have steep slopes. The successful bidder will be required to use appropriate equipment to insure a safe, efficient collection service on all streets within the Village.

6. Compacting truck or any vehicle used in collection of garbage and trash shall maintain in working order back up lights and audible back up alarm and rearview back up camera system capable of seeing compaction area and surrounding area at rear of truck. Equipment shall also have two (2) rear facing amber strobe type lights that shall stay on while vehicle is collecting garbage and trash in the Village.

7. All trucks and equipment used in the collection of garbage and trash shall be maintained in leak free condition this includes accumulated water in hopper, hopper seals.

8. The employees of the contractor are expected to report immediately to the company any leak or excessive drip and the company must put the truck out of service and complete its route with another truck.

9. Any piece of equipment identified to the contractor and the operator by the Village as having any type of body leak or seepage, engine oil, hydraulic oil drip's shall stop collection immediately, contain the spill if needed shall not be allowed to return to operation in the Village for any continued or future collection until ALL leaks have been corrected and the Village DPW Superintendent is informed of the repair and has the opportunity to inspect.

10. The Village of South Nyack is a regulated MS4 and is required to notify New York State Department of Environmental Conservation of any violations to spill laws.

Contractor / Bidder Signature required as to having read and understanding the Equipment and Service requirements.

Signature

Print

Holidays Observed by Village of South Nyack

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Holidays Observed by the Contractor that will require contractor to due collection on the following day must be listed here

_____	_____
_____	_____
_____	_____

BIDDER INFORMATION

1. Bidder's name:

2. Bidder's address:

3. Bidder's telephone number (day and evening):

4. If bidder is an individual, home address and telephone:

5. If bidder is a partnership, name, home address and telephone number of each partner:

6. If bidder is a corporation, name, home address and telephone number of President and Secretary:

7. List of all vehicles and equipment owned by bidder including registration numbers and vehicle identification numbers:

BIDDER QUESTIONNAIRE

ANSWERS TO THE FOLLOWING QUESTIONS ARE REQUIRED TO BE SUBMITTED WITH YOUR BID FOR GARBAGE AND TRASH COLLECTION SERVICES TO THE VILLAGE OF SOUTH NYACK

Name _____ of
Bidder _____

Address _____ of
Bidder _____

Telephone No. _____

Date: _____

1. How many years has your organization been in business providing garbage and/or trash collection services under its present name?

2. Attach and identify a list of the municipalities and number of years you have provided services for each municipality.

3. Have you or your organization ever failed to complete any work awarded to you by a municipality?

4. If your answer to question 3 is "yes", state when, where and why.

5. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his/her own name?

6. If your answer to question 5 is "yes" state the name of such person, when, where, and why the contract was not completed.

7. List the names of all surety or bonding companies which have bonded you or

your organization within the past five years. Give their name, address, amount of the contract, and amount of the bond, the name of the municipality or company in whose favor the bond was written.

8. Attach and identify a list of all contracts which you or your organization are now performing or for which contracts have been signed but work not begun. Give the name of the municipality, the amount of the contract and the number of years the contract is written for.

9. Attach and identify a list of all municipal garbage and/or trash collection contracts which you or your organization have completed during the past five (5) years.

10. Has your license to operate a garbage/trash collection service in a municipality ever been suspended or cancelled? If yes, why?

11. Do you plan to purchase any equipment in order to perform the work required by these specifications? If yes, how will you finance such equipment purchases?

12. Submit (attached hereto) a financial statement or balance sheet for your organization as of December 31, 2020 or for your 2020 fiscal year.

13. State all of your banking connections and the banking connections of your organization, and give banking references. When answering this question, it is agreed that you authorize such bank or banks, upon inquiry by the Village, to disclose any information which the Village desires to ascertain from such bank concerning your accounts.

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false, that my bid will be subject to rejection by the Village of South Nyack.

Signed _____
Name and Title
Dated:

Exhibit "A"

Premises to be serviced

409 Single Family Units

159 Two-Family Units

25 Three-Family Units

41 Multiple Residence Parcels

3 Municipal Buildings (Village Hall, Firehouse and DPW)

4 Church Properties

Misc.

All curbside Village owned garbage cans,

45 Cedar Hill Avenue

73-75 Cedar Hill Avenue

107 Cooper Drive

88-94 South Franklin

101 South Broadway