

SPECIFICATIONS FOR RESIDENTIAL REFUSE COLLECTION AND DISPOSAL

VILLAGE OF CHATHAM COLUMBIA COUNTY, NEW YORK July 1, 2018 – June 30, 2020

DEFINITIONS: REFUSE - The term "refuse" shall mean all putrescible and non-putrescible solid wastes including garbage, rubbish, incinerator residue, ashes and similar items.

1. WORK TO BE DONE:

- A. The contractor shall be required to collect and dispose of all residential refuse placed out for disposal by the citizens of the Village of Chatham. The refuse must be placed in standard plastic garbage bags having a capacity not to exceed 35 gallons and weighing not more than thirty (30) pounds, and upon which there must be affixed an official Village of Chatham garbage/refuse collection sticker. It shall not be necessary or the duty of the contractor to remove trees, plaster, brick, concrete, building or construction materials, or Christmas trees, and the contractor shall not remove garbage or trash bags that do not have a Village of Chatham garbage/refuse collection sticker affixed. Collections shall begin not earlier than 7:00 a.m. and shall be completed by 4:00 p.m. of each collection day. Should any refuse be spilled either in collection or transporting, it shall be immediately cleaned up by the contractor with sufficient tools which shall be carried on all collection vehicles for such purpose. No vehicle shall be allowed to stand in any public place for longer than is necessary for actual collection purposes.
- B. The contractor shall be required to collect and dispose of all refuse weekly at the Chatham Fire House and the other municipal buildings of the Village of Chatham, including the dumpster at the Brookside Avenue Sewage Treatment Facility. The contractor must provide the DPW with a six (6) yard dumpster and the Fire House with an eight (8) yard dumpster.

2. RECYCLING:

- A. The Village of Chatham is presently involved in the mandatory recycling program through the Columbia County Solid Waste Department which requires the separation for recycling purposes of newspapers, glass bottles, tin cans and high density polyethylene plastic containers. The contractor shall be required to continue on a weekly basis the existing recycling pickup requirements under the Columbia County Solid Waste Department's Recycling Program and in addition must maintain the capability of the collection of household recyclable refuse material in accordance with the requirements of the Columbia County Solid Waste Department during the term of this agreement. Recycled material shall be delivered to a site determined by the Village Board.

3. SCHEDULE:

- A. Refuse and recyclables shall be collected from all areas of the Village of Chatham on the same day of each week, as noted above in section 1A, except as may be mutually agreed upon by Contractor and the Village of Chatham due to holidays, inclement weather, or other exceptional reason.

4. ORDINANCES:

- A. The contractor shall be subject to all ordinances, laws, rules, or regulations of the Village of Chatham and the municipal authorities of the Town, County, State, and Federal Government, and to such reasonable regulations governing the removal and/or recycling of household refuse material as may hereinafter be enacted by the Village Board of Trustees, or the Columbia County Board of Supervisors.

5. EQUIPMENT:

- A. The contractor shall furnish a sufficient number of modern, fully enclosed motor vehicles to execute the foregoing refuse collection and transportation schedule without interruption or delay. Such vehicles shall be of a type designed for said purpose, shall be watertight, equipped with a bottom drain plug to permit through cleaning, and shall have a loading and discharging feature which permits loading without unduly exposing the contents of the vehicle and which can load a maximum bundle size of 18 inches by 18 inches by 26 inches. The contractor shall also furnish a trailer or other vehicle, which is sufficient, for the pickup and separation of household recyclable refuse materials. The vehicles and equipment utilized by the contractor must meet with the approval of the Village Board. All equipment must be maintained in a good state of repair, kept in clean, sanitary condition, and painted as needed.

6. MANNER OF COLLECTION:

- A. All collections are to be made in alleys where such exist; in sections having no alleys or service lanes collections are to be made from the street.

7. PAYMENTS TO CONTRACTOR:

- A. The submitted bid is for an all-inclusive charge to include the collection, transport, and disposal of all refuse and recyclables within the scope of these specifications. There shall be no additional or separate charge for tipping fees or other costs to be imposed upon or borne by the Village of Chatham. The contractor shall be paid in equal monthly installments for the collection, transportation, and disposal costs to be provided under this Refuse Collection and Disposal Agreement. Should the

contractor fail or neglect to carry out any of the terms of the specifications and contract to the satisfaction of the Village Board, said board reserves the right to deduct from the contractor's payment the sum of Four Hundred Dollars (\$400.00) per day for each and every day the contractor fails or neglects to comply with the terms of the specifications and/or contract. Said sum of Four Hundred Dollars (\$400.00) shall be deemed liquidated damages for such failures or neglect for each day but shall not apply or be deemed liquidated damages for any other act, omission, or thing done by the contractor whereby the Village may or shall suffer damages. The Village Board likewise reserves the right to also deduct from the contractor's payment any amount expended by the Village for the performance of work which the contractor fails to perform in accordance with the specifications and/or contract.

8. TERMINATION BY THE VILLAGE:

- A. The Village Board reserves the right to cancel the contract at any time without cause. Before taking such action, the Village Board shall provide at least thirty (30) days written notice to the contractor.

9. MANDATORY INSURANCE:

- A. During the contract period, the contractor shall maintain the following types and amounts of insurance and shall name the Village of Chatham as an additional insured on such policies:

TYPE OF INSURANCE	COVERAGE LIMITS
Automobile, Bodily Injury, and Property Damage	\$1,000,000.00
Comprehensive General Liability	\$1,000,000.00
Worker's Compensation and Disability Benefits Law Insurance	\$1,000,000.00

The successful bidder shall furnish a Certificate of Insurance evidencing the required insurance coverage prior to the commencement of the contract term.

10. PERFORMANCE BOND: Prior to commencing work under the contract, the Contractor shall procure and deliver to the Village of Chatham a performance bond of ten percent (10%) of the full contract amount in the form and from a surety approved by the Village of Chatham. Such bond shall be payable, in whole or in part, without condition, to the Village of Chatham, and shall guarantee to the Village of Chatham that the contractor will perform the work in accordance with the terms of the contract and that the contractor will provide

against direct and/or indirect damages that shall be suffered or claimed on account of contractor's performance of, or failure to perform, such contract work, during the term of the contract. Such bond shall be maintained continuously without expense to the Village of Chatham from the date of issuance until sixty days after the termination of the contract. In the event the Village of Chatham incurs costs or damages in excess of the amount of the bond as a result of Contractor's performance or non-performance, Contractor shall remain liable to the full extent of such costs or damages.

11. CONTRACT TERM: The refuse collection and disposal contract shall commence July 1, 2018 and shall continue through June 30, 2020.

12. PROPOSALS FOR OTHER MEANS OF REFUSE COLLECTION: The Village Board is open to looking at other means of refuse collection than described above as a cost-cutting measure, as long as it meets all criteria listed.

13. RIGHT TO REJECT BIDS: The Village of Chatham retains the right to reject any and all bids submitted in response to these specifications.

VILLAGE OF CHATHAM
REFUSE COLLECTION BID 2018 - 2020

BID SHEET

Collection, Transportation and Disposal (All Inclusive)

Year One (July 1, 2018 – June 30, 2019) \$ _____
Year Two (July 1, 2019 – June 30, 2020) \$ _____
TOTAL \$ _____

STATEMENT OF NON-COLLUSION
Pursuant to Chapter 675
Laws of 1966

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 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 a competitor.
2. Unless otherwise required by law, the process 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 undersigned is an (individual) (partnership) (corporation) whose post office address is:

Company name: _____

Address: _____

Phone: _____

Signature: _____

Printed name: _____

Date: _____