

INVITATION TO BID

Trash & Recycling Pickup and Disposal
In the Village of Chatham



Bid Due

May 8, 2024

1:00 pm

Submit Bids To:

Village of Chatham

Village Clerks Office

77 Main Street

Chatham NY, 12037

Phone: (518) 392-5821

Fax: (518) 392-7757

Instructions and information

Sealed bids for a two-year contract for the collection and disposal of residential trash and recycling, and also including such collection and disposal from specified municipal buildings and locations, within the Village of Chatham, New York, will be received at the Office of the Village Clerk, Tracy Memorial Village Hall, 77 Main Street, Chatham NY, 12037, and must be **RECEIVED** by **1:00 PM on MAY 8, 2024**. At that time the bids will be publicly opened and recorded to be approved by the Village Board of Trustees at the Board's next available meeting.

Bidders are responsible for submitting their bids to the specified location so that they are **RECEIVED** prior to the time and date as stated. **NO BIDS WILL BE ACCEPTED AFTER THE DESIGNATED TIME AND DATE INDICATED**. It is recommended that Proposals be submitted in advance at least one day prior to bid opening. Delay in mail or other delivery is NOT an exception to the deadline for receipt of bid.

Bidders shall indicate, on the **outside of their sealed bid and mailing envelope** the following information:

1. Enclosed is a Sealed Bid
2. Village of Chatham Trash and Recycling Pickup and Disposal
3. MAY 8, 2024; 1:00pm—bid deadline
4. <company name>

Failure to do so may result in rejection of bid as being unresponsive.

The following forms are necessary to be submitted as well as any additional forms requested in the specifications:

1. **Bid proposal form**
2. **Non Collusion affidavit**, completed signed and dated.

Additional conditions of bid:

- Submitted bids are binding upon the bidder and bidder may not withdraw a bid within sixty (60) days after actual date of bid opening.
- Written Questions can be emailed to the Village Clerk, Desiree Kelleher, at dkelleher@villageofchatham.com
- The Village of Chatham reserves the right to reject any and all bids in accordance with New York State law.

SPECIFICATIONS FOR RESIDENTIAL REFUSE COLLECTION AND DISPOSAL

VILLAGE OF CHATHAM COLUMBIA COUNTY, NEW YORK July 1, 2024 – July 1, 2026

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

- i. "Refuse" does not include hazardous waste and items constituting electronic waste under the New York State Electronic Equipment Recycling and Reuse Act, or other material not permissible by law.

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 thorough 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. Emptied recycling containers, barrels, or other containers used by residents to contain trash or recyclables shall not be left by contractor within public roadways.

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, 2024 and shall continue through July 1, 2026.
- 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.

Bid Proposal Form

Village of Chatham – Two (2) Year Trash & Recycling Pickup and Disposal

Additional information may be attached to this sheet.

Collection, Transportation, and Disposal (All-Inclusive)

First year (July 1, 2024 to June 30, 2025) \$ _____

Second year (July 1, 2025 to June 30, 2026) \$ _____

TOTAL for two years (July 1, 2024 to June 30, 2026) \$ _____

TOTAL BID

Submitted by:

Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____

Email: _____

Federal ID Number: _____

Signer information:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Appendix B

Non-Collusive Bidding Certification

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision, or any public department, agency or official, where competitive bidding is required by statute, rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

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 his/her knowledge and belief:

1. The prices of 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, 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's Name (Company)

By: _____
Signature Date

Print:
Name: _____

Title: _____