

BID REQUIREMENTS & SPECIFICATIONS

2020 CONTRACTED REFUSE DISTRICT SERVICES

**BID OPENING:
MAY 2, 2019 - 11:00 AM**

Dated: April 11, 2019

GENERAL INFORMATION, INSTRUCTIONS AND BID REQUIREMENTS

PURPOSE OF BID

The Town of Pittsford ("Town") intends to secure the services of an experienced and properly equipped contractor ("Contractor") to provide Refuse District services for the period January 1, 2020 – December 31, 2020, with the option to renew for up to three (3) additional one (1) year terms at the mutual consent of both parties. The contract award will be based on low bid price from a responsible bidder, submission of required insurance, bid deposit, and full compliance with these Requirements and Specifications. The Town reserves the right to reject any bid should the Commissioner of Public Works ("Commissioner") determine that it is in the Town's best interest to do so. Contractors need to be aware that the specific Refuse Districts are just now being created, so there will be a fluctuation in the total number of units. The areas listed below and the maps attached are the proposed districts within the Town.

<u>Refuse District</u>	<u>Estimated Units</u>
Chatham Woods	264
Chatham Woods Section B	36
Country Club Estates	80
District No. 1	164
District No. 3	96
East Avenue Manor	88
Mill Road Area	66
Sutton Point & St. Andrews Hill	57
Walnut Hill	48
Total	899

GENERAL INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. All bidders should review carefully the contents of this document. All of the Requirements and Specifications in this document will become part of the agreement to be signed by the Town and the successful bidder.
2. The final pages of this document contain a "2020 Bid Sheet" and "Non-Collusive Bidding Certificate." The Bid Sheet needs to be completed and returned to confirm the amount of the bid. The Non-Collusive Bidding Certificate is a document required by the General Municipal Law of the state of New York and is to be signed and returned with the Bid Sheet.
3. Bids will be considered and awarded as one contract for all Refuse Districts listed above. The total from this Bid Sheet will be considered the Total Bid. The Bid Award will be based on the total bid amount.
4. All bids must be sealed and be addressed to the "Commissioner of Public Works" and be marked "2020 Town of Pittsford Contracted Refuse District Services."

5. Bids may be mailed or personally delivered to the Commissioner at the Pittsford Town Hall, 11 South Main Street, Pittsford, New York 14534. All bids must be received by the Commissioner by the date and time set for the bid opening noted on the cover sheet of this document.
6. A Bid Deposit of 10% of the Total Bid will be required either as a certified check made out to the Town of Pittsford or as a bond. No bid proposal will be accepted without a bid deposit. If the successful bidder fails to enter into the contract, the check deposited will be forfeited to the Town as liquidated damages. All other bidders bid deposits will be returned.
7. All bids submitted shall remain good for a period of ninety (90) days from the date of bid opening.
8. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
9. All bids will be presented to the Town Board at a future meeting, for consideration. Once individual Refuse Districts are formally created, the contractor will be notified of the exact unit count. Immediately following an award of bid by the Town Board, the successful bidder will be notified, by letter from the Commissioner. The Commissioner's letter will include an agreement, to be signed by the successful bidder and returned to the Town, together with the required Insurance Certificates. The signed agreement, and Insurance Certificates must be received, by the Town, within ten (10) days.
10. Additional information may be obtained from Paul Schenkel, Commissioner of Public Works at (585) 248-6250 or at pschenkel@townofpittsford.org. Informal and informational responses will not be binding on the Town. Formal requests for interpretations of these Requirements and Specifications must be made in writing to the Commissioner at least five (5) days before bid opening.

RESPONSIBLE BIDDER QUALIFICATIONS

All bidders must complete and submit the attached "Bidder Qualifications and References Form" indicating similar service that they have successfully completed over the past three years. Three years of successful similar contract refuse services experience, supported by valid references, is a bid requirement. In addition, the Town reserves the right to inspect the bidder's equipment and facilities to ensure that it is appropriate to provide service under these specifications, prior to awarding of a contract for this work.

EXECUTION OF AGREEMENT

Within ten (10) days after written notice has been given to the successful bidder (hereafter "Contractor") that the agreement has been awarded, the Contractor shall execute an Agreement incorporating all of the terms and conditions of these "Bid Requirements and Specifications" and the "Bid Sheet" submitted by the Contractor, together with any and all required performance bond and insurance certificates. In the event that the Contractor shall fail to complete the above, the Contractor's bid will be

deemed withdrawn and the bid deposit forfeited to the Town.

PERFORMANCE PENALTIES

The agreement between the Contractor and the Town may be terminated for the material breach of any term by the Contractor. Further, the Contractor shall be liable for all loss, costs, and/or damages of the Town, including reasonable attorney's fees, resulting from any litigation arising hereunder. If the Contractor fails to perform work as specified herein, the Town may provide notice to the Contractor, either in writing or by telephone, of the Contractor's failure to perform under the terms of the agreement. If such work is not completed by the Contractor in a satisfactory manner, as determined solely by the Town, within three (3) calendar days, the Town may, at its sole discretion, terminate the agreement or the Town may perform the necessary work and charge back all expenses of such work to the Contractor. If the Town performs such work or if the contract is terminated, the Contractor shall be responsible for any and all costs allowed by law, including reasonable attorney's fees, incurred by the Town until such time as a replacement contractor can be procured. Contractor agrees that any payment due to the Contractor at the time of the termination may be held in escrow by the Town for a period of 90 days to cover such costs.

The Contractor, upon acceptance of the Agreement, will issue to the Town a Performance Bond or irrevocable letter of credit equaling the cost of the contract and to be in effect for the entire term of the contract.

If the Contractor is terminated for failing to perform under the agreement, the Contractor will be deemed unqualified and ineligible to bid on any Town Refuse District services contracts for a period of three (3) years following the termination date of the agreement.

AGREEMENT DURATION, EXTENSION AND ASSIGNMENT

The agreement shall be in effect from date of execution through December 31, 2020. Services by the Contractor will commence January 1, 2020. The Town reserves the option to extend the agreement for up to three (3) Contract periods, on the same terms and conditions, with the consent of the Contractor. The Agreement may not be assigned or sublet, without the express written consent of the Town.

MODIFICATIONS AND ADDITIONAL REFUSE DISTRICTS

The Town may find it necessary to modify existing Refuse Districts due to new residential construction or extending into adjoining neighborhoods. Also, entirely new Refuse Districts will be created based on the interest level from Town residents. The cost for additional units within an existing district will be the same as for the original units under the current contract pricing. The cost for additional Refuse Districts will be determined by the current contract pricing for similar existing Refuse Districts. Upon approval of the Town, additional Refuse Districts will be included in the Services Contract at the beginning of the following contract period. Contractor performance for any additional Refuse Districts will be subject to the terms and conditions of this Refuse Services Contract.

EQUIPMENT

The Contractor shall submit, when requested by the Commissioner, written evidence of ownership, lease, or bona fide purchase agreement for all equipment required to meet the "Scope of Services". If equipment is leased, it must be for at least the duration of the Agreement. If equipment is under a purchase agreement, it must include reasonable assurance of delivery on or before the effective date of the Agreement. All equipment used shall be properly registered, inspected, operated, and insured in accordance with any and all Laws of the State of New York. All equipment shall be in good working condition during the term of the Agreement, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the Town of Pittsford, Department of Public Works.

SAFETY, INDEMNITY AND INSURANCE

The Contractor shall render performance in a manner such that all persons and property are protected at all times. The Town specifically reserves the right to suspend or terminate (at the Town's option) all performance under this agreement in the event that the Contractor and/or the Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, Town employees or members of the public. This reservation of rights by the Town in no way obligates the Town to inspect the safety practices of the Contractor.

The Contractor shall document that all employees to be utilized for this contract have clean drivers licenses, no DWI/DWAI convictions, no felony convictions, have been subject to a background check by the bidder's insurance company and/or driving record and participation in the NYSDOT LENS program. The Contractor shall document compliance with the Federal Motor Carrier Safety Administration (FMCSA) as follows:

1. Safety Measurement System (SMS) Behavior Analysis and Safety Improvement Categories (BASIC) for unsafe driving, vehicle maintenance and driver fitness, establishing a score that does not exceed the intervention threshold level established by the FMCSA.
2. Maintain an out of service vehicle inspection rate level of less than 30% for the most recent 2 year period per FMCSA.
3. Maintain a vehicle crash ration not exceeding 1 crash/500,000 miles annually as averaged over the most recent two year period per FMCSA SMS.
4. Provide an account, if applicable, of any community based safety programs. Trucks utilized for refuse and recycling collection shall not drive opposed to oncoming traffic and shall not collect refuse and recyclables while backing up unless it is unavoidable based upon street configuration and other constraints.

The Contractor shall protect, indemnify and hold harmless, including payment for all attorney's fees and court costs, the Town, its officers, agents, and/or employees, from any liability, cost, loss or damage on account of any injury to person or property or

both, arising from the Contractor's performance. The Contractor shall defend, at the Contractor's own expense, all suits which may be brought to recover damages arising from the Contractor's performance, including any and all suits or actions brought against the Town, its officers, agents, and/or employees.

At all times during the life of the agreement, the Contractor shall procure and maintain insurance, at the Contractor's expense, for liability for damages, costs and/or claims with insurance companies authorized to do business in New York State, such policies to embrace all operations performed under the Agreement by the Contractor. More particularly, the Contractor shall procure and maintain the kind and amounts of insurance as follows:

1. WORKERS' COMPENSATION INSURANCE: As required by New York State law.
2. MOTOR VEHICLE LIABILITY INSURANCE: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with a combined single limit of not less than \$1,000,000.00.
3. COMPREHENSIVE GENERAL LIABILITY POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with limits not less than \$1,000,000.00 for each occurrence; \$1,000,000.00 personal injury; and \$2,000,000.00, general aggregate.
4. UMBRELLA POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with coverage of at least \$1,000,000.00

At the time of the execution of the agreement, the Contractor shall furnish to the Commissioner "Certificates of Insurance", in a form satisfactory to the Commissioner, showing proof of the above insurance requirements, which Certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Commissioner.

OTHER LAWS

The Contractor, and all employees acting under the direction of the Contractor, shall strictly comply with all federal, state and local laws and ordinances controlling or limiting in any way the actions of those engaged in the work (including their wages, hours, or benefits.) This shall also include compliance with Equal Employment Opportunity requirements, Article 8, and Section 220 of the New York State Labor Law. This is a New York State Department of Labor prevailing wage rate bid. Certified payrolls must be furnished by the Contractor to demonstrate compliance on a monthly basis, prior to payment by the Town.

SCOPE OF SERVICES

SERVICES

1. Pickup of Household Refuse and Recyclable Materials

- a. The Contractor shall collect all household refuse, which includes solid waste and minimal yard debris. The weekly collection day will be agreed upon by both the Town and the Contractor.
- b. The Contractor shall collect recyclable materials, including but not limited, to aluminum, glass, magazines, metal cans, paper, plastics, empty aerosol cans, once a week for the term of the contract. The Contractor shall collect recyclables on the same day as the regular weekly collection of solid waste.
- c. The Contractor will provide each unit within the district with one (1) 90 gallon or larger toter for household refuse and the option of up to two (2) blue bins or an additional toter for recyclables. Residents shall have the option to continue using their existing containers should they choose. The toters will be provided by the Contractor at no additional cost to the resident of the Refuse District. The toter will remain the property of the Contractor and the Contractor shall be obligated to replace or repair any damage to the toters for no additional charge. The contractor shall be obligated to replace refuse containers or recycling bins owned by the resident that are damaged by his operations at no cost to the resident or the Town.
- d. It is the obligation of resident to place the toters at the curb by 6:00 AM for service pickup on their scheduled day.
- e. Any specialty services the resident wishes to have above and beyond the basic services outlined in this contract shall be billed to the resident and collected by the Contractor themselves. This would be considered a separate agreement outside of the Contracted Refuse Services Contract.
- f. The Contractor agrees to conform to all State and County mandates for recycling, including filing reports with Monroe County stating the tonnage of recyclables collected. All recyclable materials placed in the toter, other containers or designated locations shall become property of the Contractor/County and shall be transferred to a permitted recycling facility.

2. Pickup of Bulk Waste

- a. The Contractor agrees to collect at least the amount of refuse expected at a residential home at no additional charge to the resident. This would be approximately 2 cubic yards per trip. Bulk waste is defined as construction and demolition debris, items from cleanups of attic, garage, basement areas or solid waste that is not easily containerized due to size and/or weight, such as stoves, refrigerators, freezers, chairs, sofas, couches, swing sets, moving boxes and crates.
- b. The resident will place the bulk waste at the curb ensuring that all items are containerized, bundled or tied to expedite collection.
- c. The resident agrees to schedule with the Contractor any special pickup of bulk waste. Special pickup will occur on the same day as regular pickup when notice is given at least one (1) business day advance of the regularly

scheduled pickup day. If notice is not given in enough time the collection will occur on the next scheduled pickup day.

- d. The Contractor may charge the resident for collection of bulk waste deemed to be above and beyond the reasonable amount. Pricing for this service shall not exceed the price per cubic yard submitted in the bid proposal. These additional charges shall be collected directly from the resident by the Contractor. The Contractor may charge the district resident a reasonable fee for collection of solid waste which has unusual weight, such large pieces of block, brick, concrete, wallboard, plaster, etc.
- e. The Contractor may charge the resident a special per tire fee for the collection of automobile tires as outlined in the Bid Sheet. This additional charge shall be collected directly from the resident by the Contractor.
- f. The Contractor may charge the resident a special fee for the collection of refuse containers from the resident's garage as outlined in the Bid Sheet. This additional charge shall be collected directly from the resident by the Contractor.

3. Additional Conditions

- a. The Contractor shall be responsible for notifying every resident within each district prior to the commencement of the contract period, but no sooner than thirty (30) days before services begin. Content of the notice letter and mailing address label files will be supplied to the Contractor by the Town.
- b. In the event the Contractor is unable to collect refuse and recyclables from a resident, due to weight, size, inclement weather or the location of the items, the Contractor must leave notice with the resident stating why items were not collected and must notify the Town as well.
- c. The Contractor agrees to offer additional special services, as outlined on the Bid Sheet, at market price or comparable rate.
- d. The Contractor's collection equipment shall not be driven onto the resident's driveway without the written consent of the property owner. Any damages to private property by the Contractor shall be repaired to the satisfaction of the property owner at the expense of the Contractor.
- e. Any solid waste or recyclables spilled on the premises by the Contractor shall be cleaned up by the Contractor.
- f. Work times under this contract shall be limited to Mondays – Fridays from 7:00 AM – 5:00 PM. No collection work shall take place on Saturdays, Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. When a holiday falls on a day within the Contractor's collection schedule, the Contractor shall move collection for that day, as well as the remainder of collection days for that week, one day later than the regularly scheduled day. Under these circumstances only will refuse collection be allowed on a Saturday.

- g. There shall be a final collection of all items mentioned previously in this bid proposal between December 25 and January 1 of the contract period.
- h. The contractor shall provide at his own expense and for the duration of the contract a staffed telephone number and email address during regular business hours to address district residents' questions and concerns.
- i. The Contractor shall be required at all times to dispose of solid waste and recyclables generated under this contract at a facility permitted by NYS-DEC to handle the types and volumes of waste generated under this contract.

4. Payment, Work Log, and Contract Extensions

- a. In the event a district resident's refuse and recyclable materials meets the proper conditions described previously in this bid proposal and is skipped by the Contractor, a penalty charge of ten dollars (\$10.00) per skip can be deducted from the monthly payment amount due the Contractor.
- b. On a monthly basis, the Contractor shall submit an invoice, itemizing by Refuse District, record of work performed, certified payrolls and date range for the service provided.
- c. The Town of Pittsford may, at its sole discretion, renew the contract for up to three (3) additional one-year periods with the consent of the Contractor. Contractor must provide the Town with price adjustments for the following contract year no later than August 1st. Notice of contract extension will be given by the Town to the Contractor no later than September 1st. In renewal of the contract, there shall be no change in any term or condition, except for the following:
 - i. The addition or deletion of recyclables to be collected;
 - ii. The addition or modifications of Refuse Districts; or
 - iii. Price - Because disposal, fuel, and labor costs constitute a significant portion of the cost of Contractor's services provided hereunder, the Town agrees that the Contractor may request to increase or decrease the contract amount to adjust for any changes in such costs (see cost items below) at the beginning of the renewal term. These adjustments would determine the following year's contract cost and require the consent of the Town. The percent adjustment would be a weighted average of the percent increases of the following cost components, and would be applied to the contract price for the current contract year:
 - Disposal: [Any tip fee adjustment as a percentage of the Monroe County Transfer Station tip fee] x [35% of the contract price]. The percent adjustment shall be determined by the tip fee reported as of

June 1 of the current contract year versus June 1 of the previous year.

- Fuel: [The percent variance within any year for the Department of Energy (Energy Information Administration) published Low Sulfur #2 Diesel price compared to prior year average] x [5% of the contract price]. The percent variance shall be determined by the prices reported as of June 1 of the current contract year versus June 1 of the previous year.
- Labor: [The prevailing wage adjustment as a percentage approved by the Department of Labor and New York State] x [20% of the contract price]. The percentage adjustment shall be determined by the wage rates reported as of June 1 of the current contract year versus June 1 of the previous year.
- Consumer Price Index (CPI): [The year over year adjustment published for Western New York or New York State] x [40% of the contract price]. The percentage adjustment shall be determined by the CPI reported as of June 1 of the current contract year versus June 1 of the previous year.

BIDDER QUALIFICATIONS & REFERENCES FORM

Please provide details of similar work provided to that of this proposed contract that you have successfully completed over the past three years:

2016

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

2017

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

2018

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

Company Name: _____

Authorized Signature: _____

Date: _____

TOWN OF PITTSFORD

2020 CONTRACTED REFUSE DISTRICT SERVICES

BID SHEET

NOTICE: Any deviations from the listed specifications must be completely outlined on the reverse side of this sheet. Failure to comply will constitute reason to declare the bid informal. The Town Board of the Town of Pittsford reserves the right to reject any and all bids and waive any informalities. A Non-Collusive Bidding Certificate must accompany all bids. The prices bid are in full consideration for all work as described in these specifications.

Bidder Checklist

- Bid Deposit
- Non-Collusive Certificate
- Bidder Qualifications and Reference Form

<u>Refuse District</u>	<u>Est. Units</u>	<u>Unit Price</u>	<u>Total</u>	<u>Total in Words</u>
Chatham Woods	264			
Chatham Woods Section B	36			
Country Club Estates	80			
District No. 1	164			
District No. 3	96			
East Avenue Manor	88			
Mill Road Area	66			
Sutton Pt & St. Andrews Hill	57			
Walnut Hill	48			
Totals	899			

Additional Services

<u>Service</u>	<u>Unit Price</u>	<u>Unit Price in Words</u>
Additional Bulk Waste		
Automotive Tires (Price/Tire)		
Pickup in Garage		

Signed: _____ **Title:** _____

Representing: _____

Telephone: _____ **Date:** _____

NON – COLLUSIVE BIDDING CERTIFICATE

2020 Contracted Refuse District Services for the Town of Pittsford

As required by §103-d of the General Municipal Law of the State of New York, the bidder certifies that 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 or 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 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.

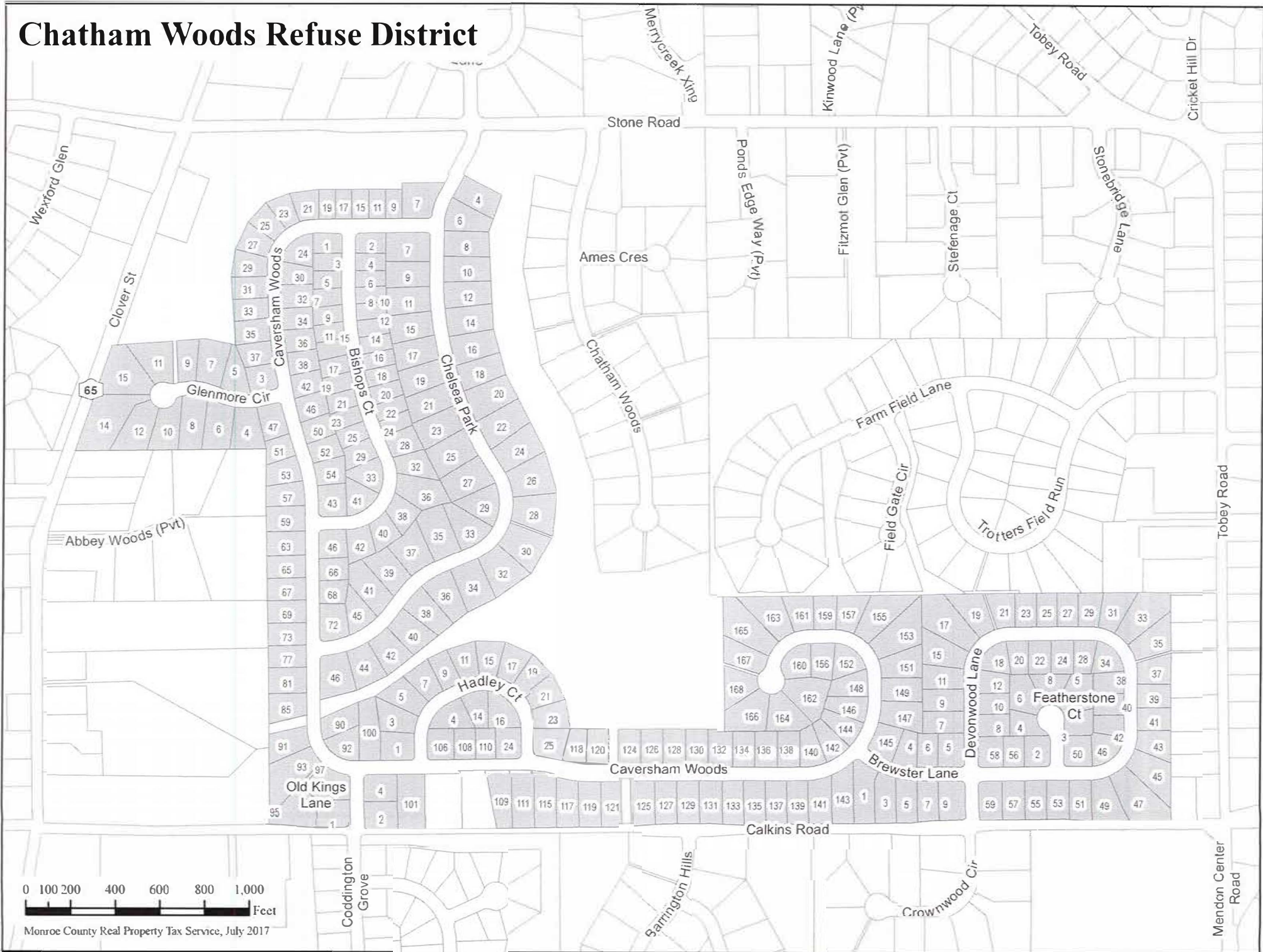
Print Name of Bidder

Authorized Signature

Date

NOTE: Where a bid on behalf of a corporation contains this certification, it shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

Chatham Woods Refuse District



Portion of Pittsford GIS A February 12, 2019

Chatham Woods Sec B Refuse District



Monroe County Real Property Tax Service, April 2019

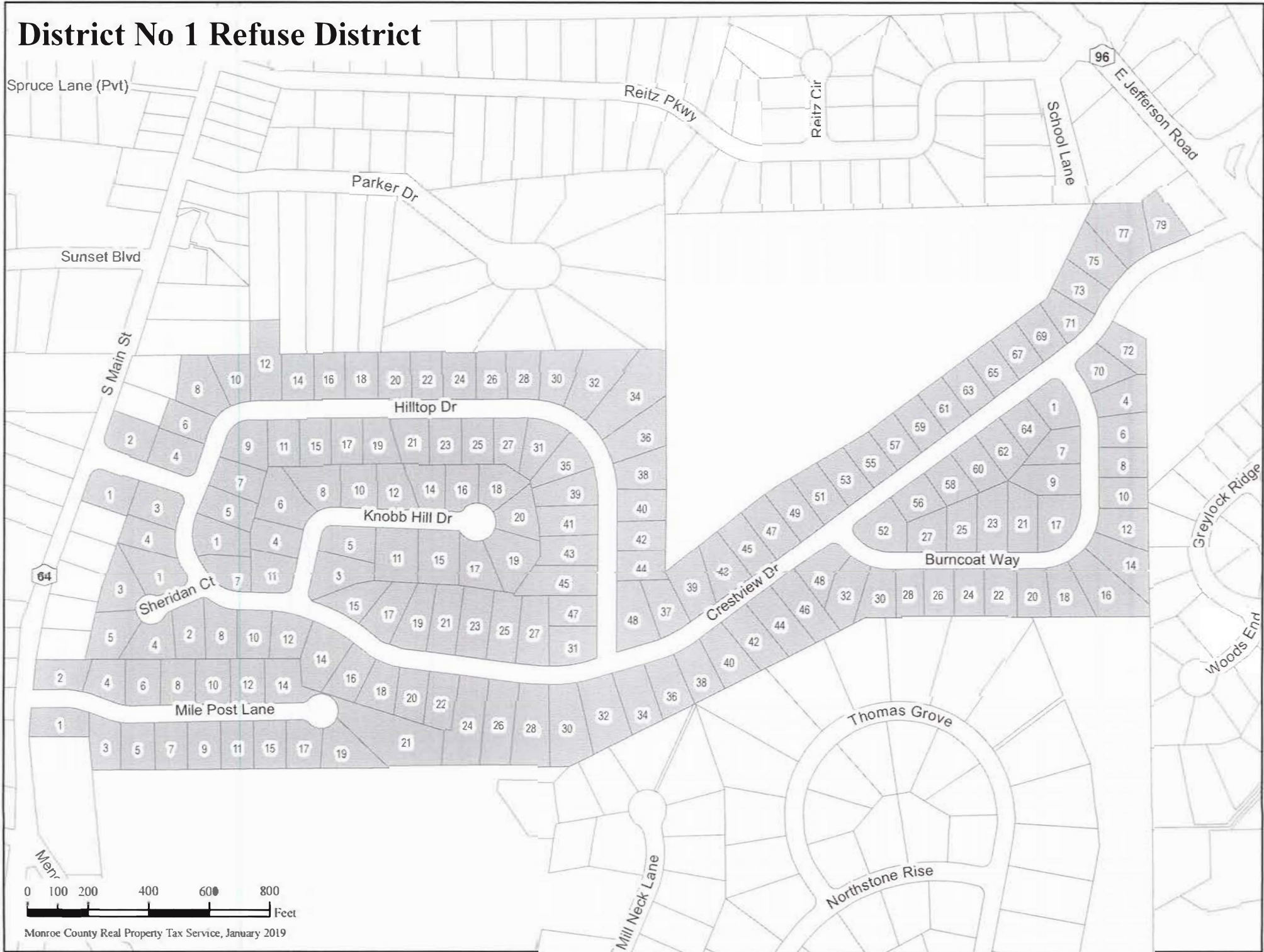
Country Club Estates Refuse District

Chapin Way (Pvt)



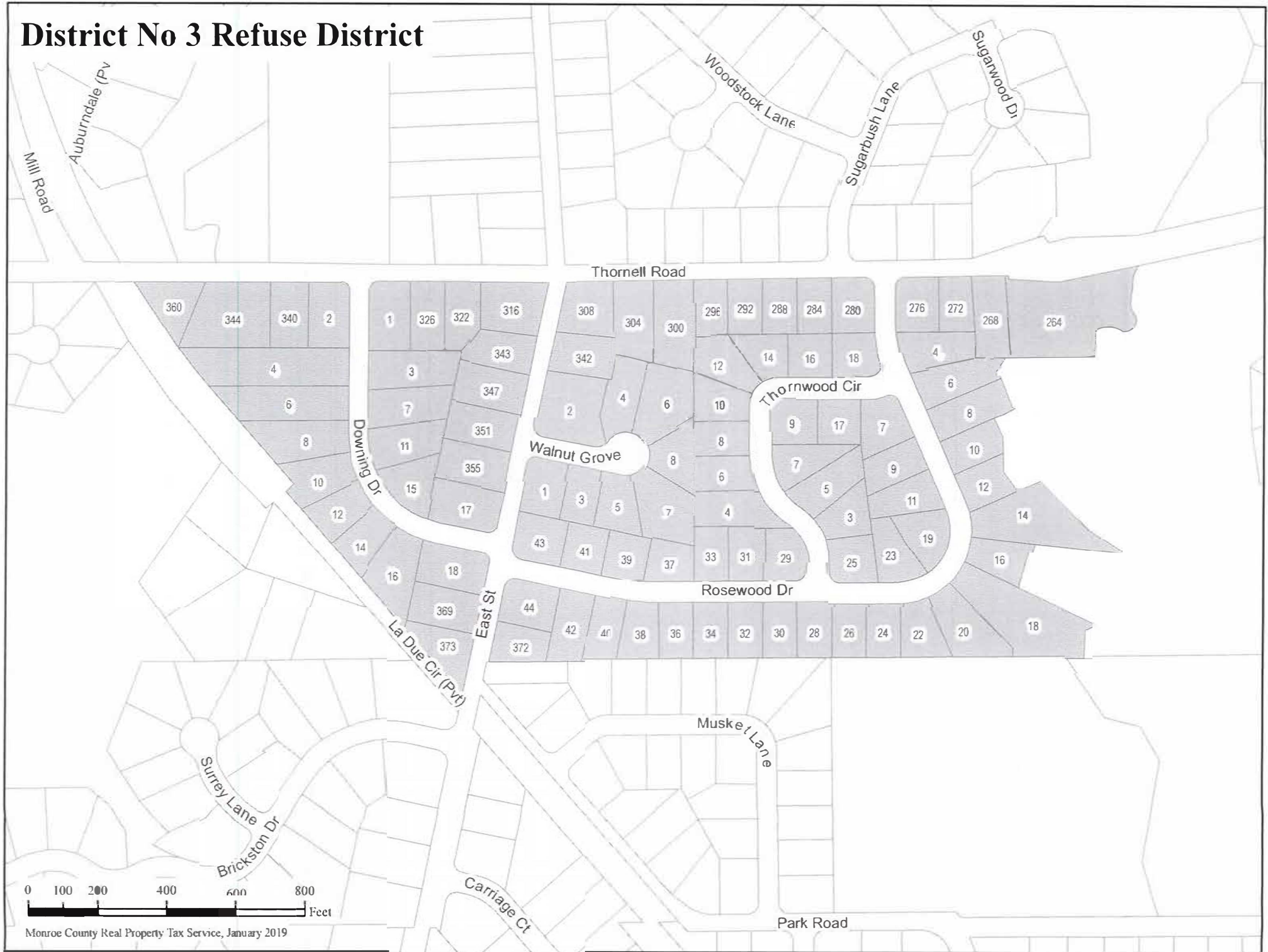
Monroe County Real Property Tax Service, January 2019

District No 1 Refuse District

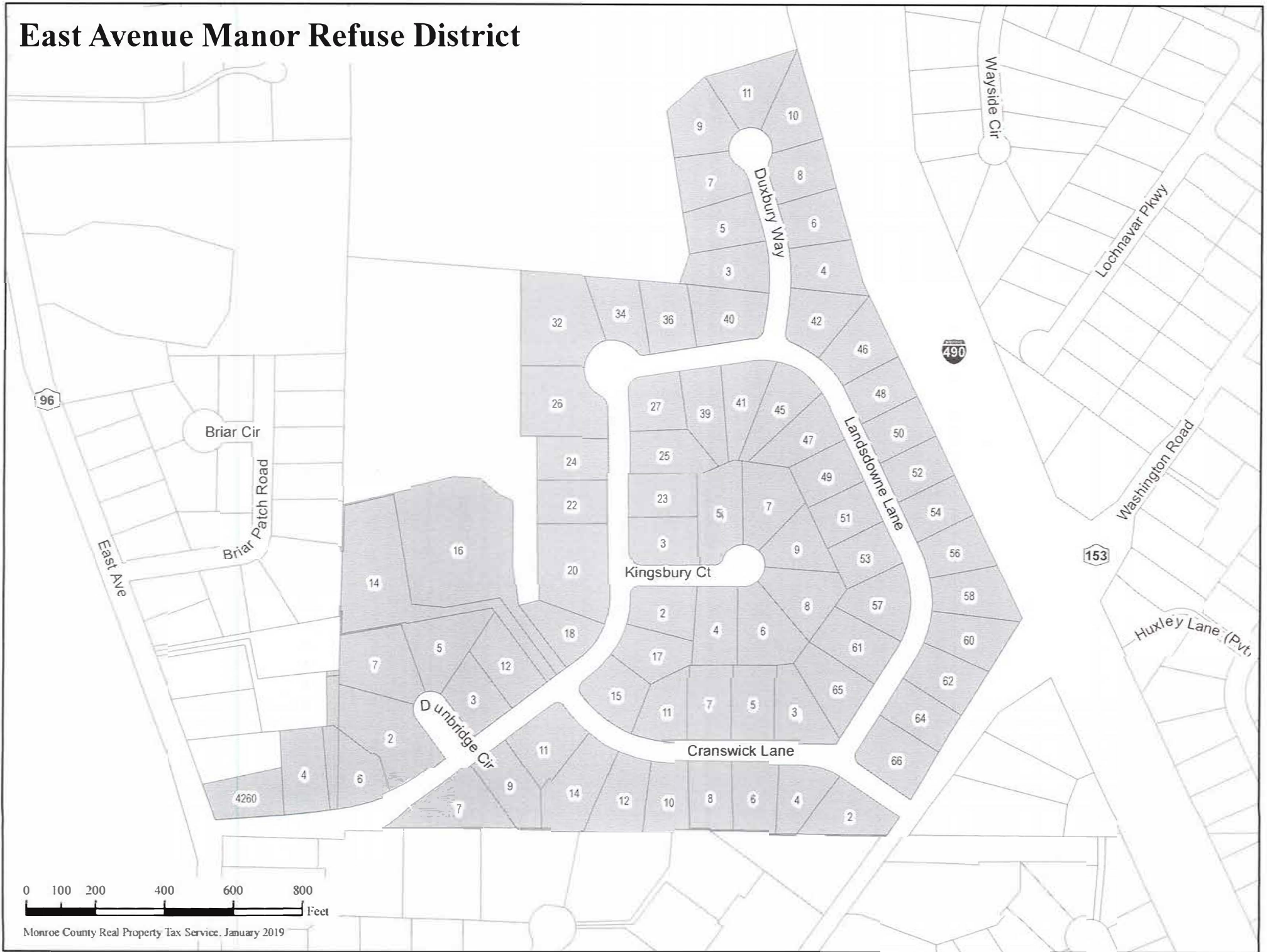


Monroe County Real Property Tax Service, January 2019

District No 3 Refuse District

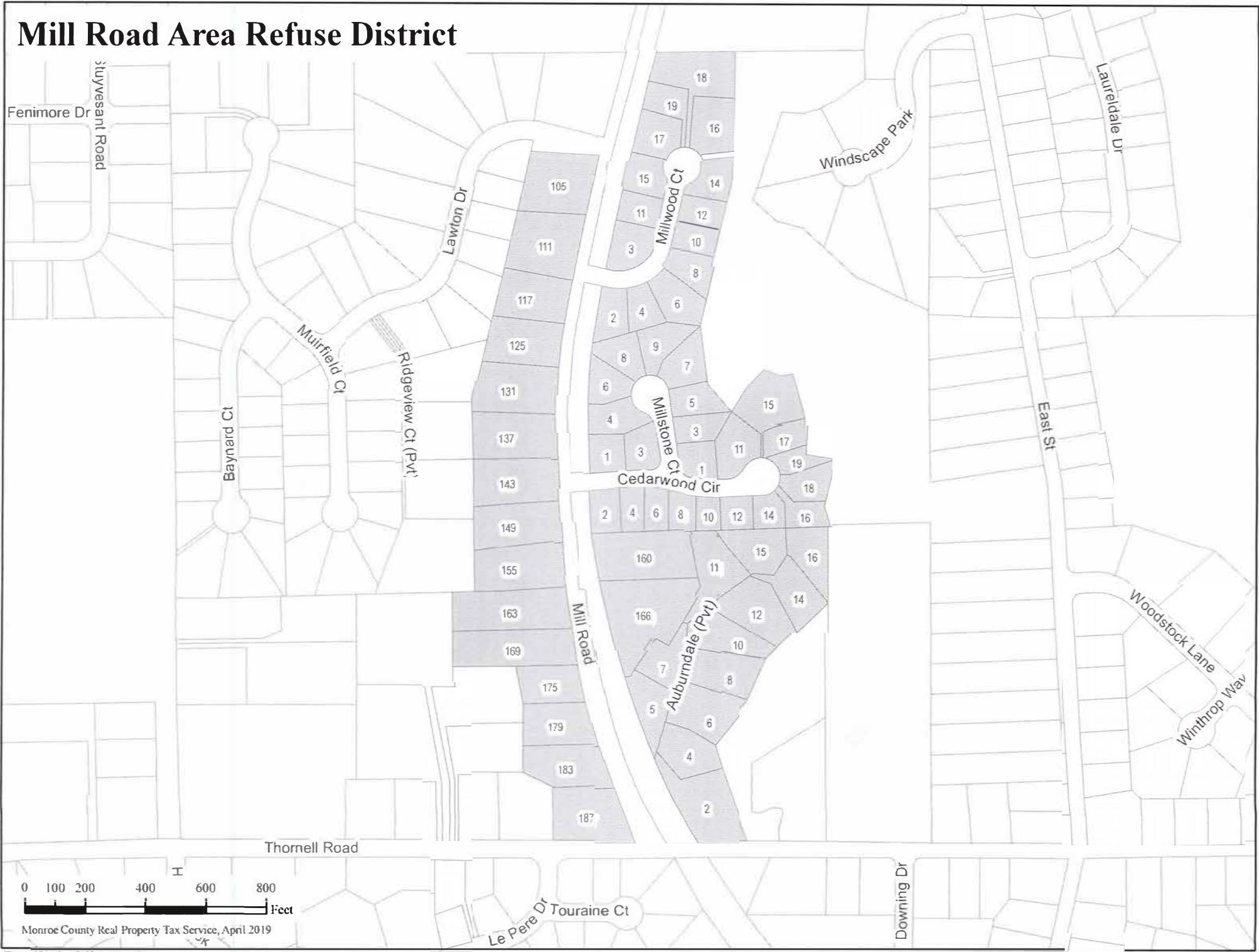


East Avenue Manor Refuse District



Monroe County Real Property Tax Service, January 2019

Mill Road Area Refuse District



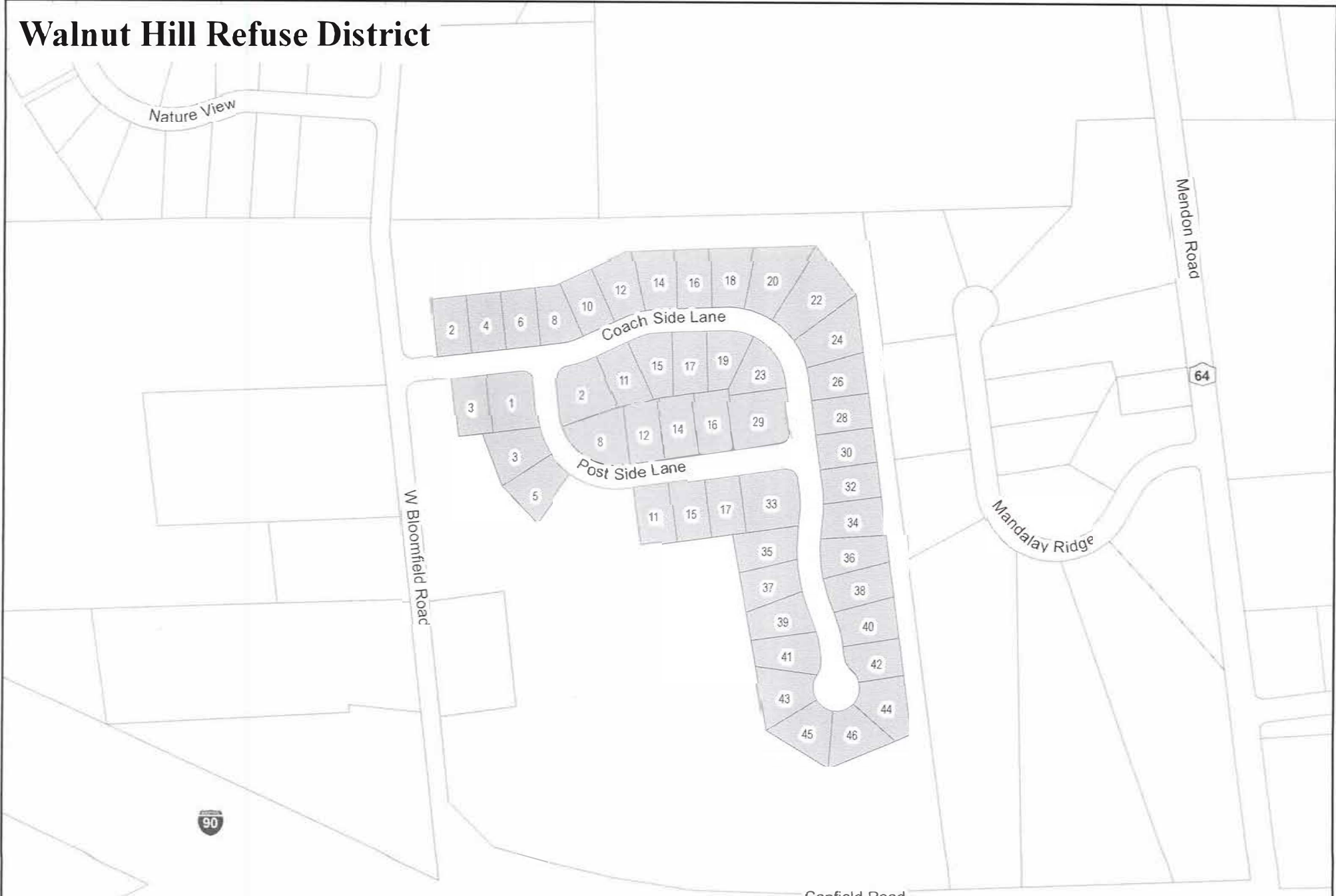
Monroe County Real Property Tax Service, April 2019

Sutton Pt & St Andrews Hill Refuse District



Monroe County Real Property Tax Service, April 2019

Walnut Hill Refuse District



Monroe County Real Property Tax Service, January 2019