

NOTICE TO BIDDERS
RECYCLING CENTER OPERATION AND MAINTENANCE

NOTICE IS HEREBY GIVEN the Town Clerk of the Town of Bedford will receive sealed bids for Recycling Center Operation and Maintenance.

Bids will be received until July 22, 2015 at 1:00 at the office of the Town Clerk, 321 Bedford Road, Bedford Hills, New York 10507, at which time they will be publicly opened and read aloud.

Bid documents may be obtained from <http://www.bedfordny.gov/departments/dpw/>. Please email highway@bedfordny.gov to ensure that you receive any addenda.

The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

No bidder may withdraw their bid within thirty (30) days after the date of the bid opening.

All bids must be enclosed in a sealed envelope plainly marked "July 22, 2015 Bids for Recycling Center Operation and Maintenance" on the outside of the envelope. Bids to be returned to the TOWN CLERK, 321 Bedford Road, Bedford Hills, New York 10507.

Site visits may be scheduled by contacting Kevin Winn, DPW Commissioner, at 914-241-2458. Questions may also be directed to Kevin Winn.

Dated: Bedford Hills, New York
July 3, 2015

TOWN BOARD
BEDFORD, NY

By: Lisbeth Fumagalli
Town Clerk

The Town of Bedford owns a Town Recycling Center located at 301 Adams Street, Bedford Hills, New York.

The recycling center is currently operated and maintained by an outside company (Operations Company), whose contract is due to expire.

Project Scope:

The recycling center shall be open to the public during the following hours: 8AM to 3 PM Tuesday, Thursday and Saturday.

The center provides for collection of plastics 1-7, aluminum, bulk metal, cardboard, and paper, all of which are to be processed and disposed of at a properly licensed recycling facility by the Operations Company. The table in the bid form shows the quantity of recyclables collected in 2014 at the site. Quantities of materials going forward are assumed to be approximately similar but are not guaranteed by the Town. All materials collected shall be recycled for reuse and resale. As part of this bid the vendor shall estimate the total annual revenue that will be generated at the facility based on 2014 quantities and currently recycling commodity rates.

In addition, E-waste and clothing/textiles are collected at the site. The Operations Company is to manage this process by directing residents to collection areas, but the contract for collection of these recycling streams is between the Town and the collection company for E-waste and clothing/textiles. Receptacles and coverings for collecting E-waste and textiles are furnished by others.

The Town also allows senior citizens to dispose of household waste in an 8 yard container at the site furnished and emptied by the Town's carting contractor. Seniors must purchase tickets at the Town Clerk's office and present a valid ticket to the Operations Company in order to dispose of solid waste. Collected tickets are to be provided to Bedford DPW on a monthly basis.

The Operations Company shall provide all labor, equipment, and materials to maintain and operate the Recycling Center and will be responsible for all associated costs required to perform the operation and maintenance, with the exception of electricity to the site, which shall be provided by the Town.

Items provided by the Operations Company include but are not limited to:

- Providing employee(s) during all hours of operation.
- Keeping the Recycling Center in a neat and orderly condition and free of ice and snow and maintaining the site in a safe and organized conditions for patrons and workers.
- Generally direct patrons to appropriate locations to keep site traffic moving.
- Removing weeds and mowing the street frontage area and site.
- Maintaining existing platforms and walkway access to containers in a safe manor for patrons.
- Transportation of recycled materials from the site to a properly licensed recycling facility.
- Operation and maintenance of compactors for cardboard and plastic as necessary.
- Ensuring that none of the materials collected are deposited into a landfill, or disposed of in any manner that prevents reuse.

- Operating in compliance with all applicable Federal, State, County and local laws, including those of Westchester County and NYSDEC.
- Keeping records and submitting monthly and yearly reports containing the following information:
 - Summaries of tonnages of materials recovered by material.
 - Summaries of tonnages of materials sold and revenue received, by material and buyer.
 - Summaries of all materials recovered, but not sold, including the exact deposition of each.
 - Market availability and material prices.
 - Monthly payments for previous month's revenue share.
 - Monthly reports and payments shall be due by the 15th of the following month
 - Annual reports shall be due by January 31st.

Revenues received by the Operations Company for the sale of recycled materials shall be shared 50/50 with the Town. The Operations Company will provide to the Town monthly documentation in regard to the volume of recycled materials sold with both the unit price and the gross price of all sales. The Operations Company shall make best efforts to obtain competitive prices for recycled material, and shall demonstrate that process to the Town upon request.

In consideration of the services defined above, the Town shall pay a monthly fee to the Operations Company. The monthly fee bid by the Operations Company, in combination with the other bid items provided, shall be the main factors in awarding the bid, but the Town shall also factor in potential recycling revenue and other factors. The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

The bid assumes that recyclables will be separated by the residents, as is done currently. The Town will consider alternate proposals for single stream recycling if they prove advantageous.

The Agreement shall be in effect for a one year period commencing in August 2015, and may be renewed annually upon the mutual agreement of the Town and the Operations Company upon such terms as may be mutually agreeable.

The Town retains the right to terminate the Agreement at any time if satisfactory performance is not maintained by the Operations Company. In such event, the Town will give sixty (60) days notice to the Operations Company prior to the termination of the Agreement.

The Town plans to relocate the recycling facility to 341 Railroad Avenue, just south of the Katonah exit of the Saw Mill River Parkway, within the next year. Operations Company bids shall be for operation and maintenance at either location. In addition, Operations Companies shall provide a one time price to relocate all containers and compactors from the existing Adams Street site to the Railroad Avenue site.

The successful bidder shall enter into the attached Services Contract and start work within 15 calendar days of notice of award by the Town.

BID PROPOSAL

Operations cost:

Monthly fee for providing labor, equipment and materials to maintain and operate the Recycling Center in conformance with the bid document. Includes one employee during all hours of operation.

\$ _____ in numbers \$ _____ in words

Additional cost for one employee per day (\$/day for Tuesday, Thursday, or Saturday)

\$ _____ in numbers \$ _____ in words

Cost to provide containers and compactors:

The Town provides one covered 30 yard Marcal container for paper. The Town is requesting monthly costs to provide good condition 30 yard containers for bulk metal and glass, and one 20 yard aluminum container. All containers with the exception of the bulk metal containers shall be covered.

Monthly cost to provide covered 30 yard container

\$ _____ in numbers \$ _____ in words

Monthly cost to provide uncovered 30 yard container

\$ _____ in numbers \$ _____ in words

Monthly cost to provide covered 20 yard container

\$ _____ in numbers \$ _____ in words

Monthly cost to provide uncovered 20 yard container

\$ _____ in numbers \$ _____ in words

In addition, the Town is requesting a monthly cost for providing good condition containers with compactors compatible with the existing hydraulic unit for cardboard and plastics.

Monthly cost to provide uncovered 20 yard compactor container:

\$ _____ in numbers \$ _____ in words

One time cost to relocate all containers, and compactors from the existing Adams Street site to the Railroad Avenue site.

\$ _____ in numbers \$ _____ in words

Recycling commodity estimated projected revenue for 2015-2016 based on 2014 quantities and current commodity rates:

Commodity	2014 Tons	Current Rate (\$/ton, to be filled in by bidder)	Estimated Annual Revenue (to be filled in by bidder)
Cardboard	113	_____	_____
Newspaper	44	_____	_____
Junk Mail	122	_____	_____
Metal	49	_____	_____
Plastic	29	_____	_____
Glass	25	_____	_____
Total Projected Revenue			_____

Bidder to provide single stream revenue option if desired. Please describe approach and revenue breakdown on a separate sheet.

Total tons & Revenue 382 _____

Date Legal Name of Person, Firm or Corporation

Seal of Corporation: _____

Business Address of Person, Firm or Corporation

Telephone Number

Contact Name

by: _____
Signature and Title

****** NON-COLLUSION STATEMENT MUST ALSO BE SIGNED ******

Please return the entire bid package.

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- (a) 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 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 the 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.

- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) , above, have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) , above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation:

Business Address of Person, Firm or Corporation

by: _____
Signature and Title

SERVICES CONTRACT

IN CONSIDERATION of the mutual covenants and promises contained herein, **Contractor Name and Address** (the “**Contractor**”) agrees to perform the services set forth in this Contract for The Town of Bedford NY (the “**Owner**”).

LOCATION OF WORK: Town of Bedford Recycling Center

START DATE:

TERM:

One year.

DESCRIPTION OF SERVICES:

See Attachment “A”, RECYCLING CENTER OPERATION AND MAINTENANCE BID

CONTRACT PRICE:

The Owner agrees to pay the Contractor the prices listed in Attachment “A” for labor, equipment and materials.

THE GENERAL TERMS AND CONDITIONS attached to this Contract are agreed to be a part of this Contract.

OFFERED BY:

(Contractor)

AGREED BY:

**Town of Bedford NY
(Owner)**

Chris Burdick, Supervisor

Date Signed

Date Signed

GENERAL TERMS AND CONDITIONS OF AGREEMENT

Definitions. As used herein, the following terms shall have the following meanings:

--"*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Contract, (b) health and welfare of individuals working on the project.

--"*Contract*" means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Description of Services attached hereto as Attachment A;

-- "*Contract Price*" means the compensation to be paid by the Owner to the Contractor in accordance with the terms of this Contract;

-- "*Contractor*" means the party executing this Contract and described as the Contractor on the front page of this Contract.

-- "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Such acts, events or conditions may include, but shall not be limited to, the following: (a) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, extortion, strikes, acts of terrorism, war, blockade or insurrection riot or civil disturbance; or (b) the failure of any appropriate governmental agency or private utility to provide and maintain utilities required by the affected party in order to perform its obligations hereunder.

-- "*Owner*" means the Town of Bedford;

-- "*Services*" means the services to be provided by the Contractor to the Owner as identified in Attachment A to this Contract.

Other terms not expressly defined above have the meaning so given to them in this Contract.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Attachments are to Attachments attached to this for all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or

meaning of any provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Owner and the Contractor. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Contractor's industry. Contractor shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Contractor pursuant to this Contract. Materials furnished by the Contractor, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Contractor may select any suitable commercially acceptable material meeting the standard.

Compliance with Law. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.

Additional Work. (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, transportation, surveys, engineering, other services not set forth in Attachment A and any additional item provided by or on behalf of the Contractor as a result of Force Majeure conditions shall constitute additional work extending beyond the scope of the Services to be provided by Contractor hereunder, provided, however, that absent an emergency, no such additional work shall be performed without the express written consent of Owner. Contractor shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Contractor shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The Owner may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order

changes to the Services, or require the Contractor to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by the Contractor prior to becoming effective. Unless agreed to otherwise by the Contractor, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date. The General Terms and Conditions shall apply to such field or change order, except to the extent specifically agreed by the parties in such field or change order.

Employee Safety. The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed. The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed. Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Owner.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Approval of Work. Services performed by Contractor shall be deemed approved and accepted by Owner within a reasonable period of time (but in no event longer than thirty (30) days) after the Owner has had the opportunity to review and/or inspect such services unless Owner objects within such period of time by written notice specifically stating the details in which Owner believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Owner has accepted all Services provided.

Default and Termination. The persistent or repeated failure or refusal of either party to comply with the terms of this Contract shall constitute a default. Upon default by one party, the other party shall send written notice. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days but is not cured within thirty (30) days, the Contract shall terminate at midnight of the thirtieth day following receipt of the default notice. In the case of default that cannot be cured within thirty (30) days, this Contract shall not terminate so long as the defaulting party has given written notice to the other party that the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the defaulting party to the reasonable satisfaction of the other party. In the event of any termination, Contractor shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the

Owner that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Owner to pay Contractor in accordance with the payment terms of this Contract shall be considered such a substantial failure. In the event of a substantial failure on the part of the Owner, Contractor, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

Indemnification. To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Bedford, its officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act. The Contractor/Subcontractor/Vendor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Insurance.

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
 - c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or

an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

e) XCU may not be excluded

2) Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident and be specifically endorsed to cover snowplowing, if applicable.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.

d) Also needs to include waiver of subrogation

3) Excess/Umbrella Insurance

\$2,000,000 each Occurrence and Aggregate

4) Workers Compensation and Employers Liability and N.Y.S Disability

a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2

5) Property Insurance

The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

6) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.

7) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to The Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.

8) Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The contractor/permittee is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.

Disclosure of Information and Cooperation of the Parties.

(a) Each party agrees that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the other party in performing its duties and obligations hereunder;

(b) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

No Third Party Beneficiaries. This Contract is entered into solely between, and may be enforced only by the Contractor and Owner; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Severability. If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

Successors and Assigns. Neither Owner or Contractor shall assign, sublet, or transfer any rights under or interest in including, but without limitation, moneys that may become due or moneys that are due this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Prevailing Wage Determination. Contractor shall fully comply with New York Labor Law §220. The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. Contractor shall obtain a Prevailing Rate Schedule from the New York State

Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240.

Contractor will submit a transcript of their original payroll record, subscribed and sworn to/affirmed as true under the penalty of perjury, to the Commissioner of Public Works within thirty (30) days of the issuance of the original payroll and every thirty (30) days thereafter.

The filing of payrolls in a manner consistent with N.Y. Labor Law §220(3)(a) is a condition precedent to payment of any sums due and owing to any person for work done upon the contract.