

BID PACKAGE

TOWN OF KINGSTON

ULSTER COUNTY, NEW YORK

REFUSE AND GARBAGE COLLECTION - 2025

September 2024

Supervisor & Town Board

Paul Landi, Supervisor

David Hoffman

Vincent Nelson

Larry Quiapo

Darren Wells

Town Clerk

Linda Nelson

COPY OF ADVERTISEMENT NOTICE TO BIDDERS

Sealed bids on the forms prepared by the Town of Kingston will be received by the Town of Kingston at the office of the Town Clerk, Town of Kingston, at 906 Sawkill Road, Kingston, New York 12401 until 10:00 a.m. local time on October 4, 2024 for “**REFUSE AND GARBAGE COLLECTION**”, at which time and place they will be publicly opened and read aloud.

The bid consists of a one (1) year option for weekly garbage collection and biweekly recycling collection, a one (1) year option for biweekly garbage collection and biweekly recycling collection, a three (3) year option for weekly garbage collection and biweekly recycling collection, a three (3) year option for biweekly garbage collection and biweekly recycling collection, and several additional alternatives. After evaluation of the bids the Town will select the option and additional alternative(s) (if any) that is deemed to be in the best interest of the Town.

The Bid Package, including Information for Bidders, Bid Proposal Form, Contract and Specifications, for the proposed work are on file and publicly exhibited at the Town of Kingston Town Hall, 906 Sawkill Road, Kingston, New York 12401, Telephone Number (845) 336-8853.

Copies of the Bid Package may be obtained at the Town Clerk’s Office at the above address or from the office of the Town Attorney, Naughton & Torre, LLP, 40 Matthews Street, Suite 209, Goshen, NY 10924 (845-294-4080) or from the Town’s website at townkingstonny.us. All bids shall be made on the form provided in the specifications.

Each bid shall be accompanied by certified check or Bid Bond in an amount equal to at least five percent (5%) of the amount of the Bid, payable to the Town of Kingston as a guarantee that if the Bid is accepted, the Bidder will execute the Contract and file acceptable bonds and insurances as outlined in the Contract Document within ten (10) days after the award of the contract. If the bidder whose proposal is accepted shall fail to comply with the above requirements within ten (10) days after the award, then the certified check or bid bond deposit shall be forfeited as liquidated damages.

Bidders are required to execute a non-collusion bidding certificate pursuant to Section 103-d of the General Municipal Law of the State of New York.

Bids must be submitted in a sealed envelope, plainly marked on the outside “Bid: **REFUSE AND GARBAGE COLLECTION.**” All sealed bids must be received by the Town of Kingston Town Clerk at Town Hall, 906 Sawkill Road, Kingston, New York 12401 on or before 10:00 a.m. on October 4, 2024. Whether bids are mailed or personally delivered, the Bidder assumes the responsibility for having the bids in at the time and place specified above. Bids will be publicly opened and read at the aforesaid time and date unless bidders are notified otherwise.

To the fullest extent allowable by law the Town of Kingston reserves the right to reject any and all Bids and to waive any informalities or irregularities in any Bid in the interest of the Town, and to accept the bid which is deemed most favorable to the interests of the Town.

BY ORDER OF THE TOWN OF KINGSTON

Linda Nelson Town
Clerk
Town of Kingston

TOWN OF KINGSTON

REFUSE AND GARBAGE COLLECTION AGREEMENT

THIS AGREEMENT by and between the Town of Kingston, a municipal corporation of the State of New York, having its principal offices at 906 Sawkill Road, Kingston, New York 12401, hereinafter called the "Town", and the "Contractor," as set forth in the Bidding Proposal accepted by the Town,

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Town has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Town and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all of the bid documents and specifications attached hereto constitute part of this agreement; that those documents are incorporated into this agreement as if set forth at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all of the work necessary to provide refuse and garbage collection services to the Town, was as set forth in the Contractor's proposal as accepted by the Town.

III. PAYMENT

The Town, in consideration of the Contractor faithfully complying with all of the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in his proposal as accepted by the Town, upon the terms and conditions for payment as may be set forth in the specifications.

IV. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared and the contract was secured without collusion or fraud, and that no officer or employee of the Town has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point.

VII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Town.

VIII. SUBCONTRACTORS

The Contractor shall make no subcontracts for any portion of the work without previously having obtained written consent of the Town Board. The Contractor shall not assign, transfer, convey or sublet or otherwise dispose of this Contract or his/her right, title or interest in the same, or any part thereof, and shall not assign any of the moneys to become due and payable under this Contract, without previous written consent of the Town Board.

IX. INDEMNIFICATION AND INSURANCE

Neither the Town or any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen during the performance of this contract by the Contractor, nor shall it be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Town or to others, occurring during or resulting from the performance of this contract by Contractor. Against all such injuries, damages and compensation, the Contractor shall and will properly guard. The Contractor shall also, at all times, defend, indemnify and save the Town and its officers and agents harmless against all such injuries, damages and compensation arising or resulting from the performance of this contract. The Contractor shall provide the Town with a certificate of insurance listing the Town as an additional insured, in the amounts set forth in the bid specifications.

X. TIME FOR PERFORMANCE

Notwithstanding anything to the contrary in this agreement, the Contractor agrees to make no claim for damages for delay, disruption, or hindrance in the performance of this Agreement occasioned by any act or omission to act by the Town or any representatives or agents of the Town including, but not limited to, acts or omissions relating to design, direction and/or coordination, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work and/or obligations as provided herein, which shall be Contractor's sole, exclusive and complete remedy in this regard.

XI. TERM OF CONTRACT

The term of this contract, the one-year option or the three-year option, as determined to be in the best interest of the Town by the Town at the time of the award of the bid, shall be renewed at the sole option of the Town annually in one-year increments in accordance with the terms of this contract, and at the same price of this contract (first year for the one-year contract, third year for the three-year contract). This term may be renewed by the Town for a maximum of two (2) additional years, upon 30 days' notice to the Contractor.

XII. REMEDIES

In addition to such remedies the Town may have in law or equity upon the Contractor's breach of this agreement, the Town may terminate or suspend the agreement, or perform or have performed any part of the work at the expense of the Contractor as is determined to be in the best interest of the Town.

XIII. NOTICE

Any claim against the Town in connection with this agreement shall be based on a timely written notice submitted by the Contractor to the Town, which shall be a condition precedent to any recovery by the Contractor, and which in all events must be delivered to the Town within five (5) days of the cause of such claim occurring.

Dated: _____

PAUL LANDI, SUPERVISOR

CONTRACTOR

Name: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Town of Kingston in the penal sum of five percent of the bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ of _____

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Kingston a certain Bid, attached hereto, and made a part hereof, to enter into a contract in writing for **Refuse and Garbage Collection – 2025**.

NOW THEREFORE,

- A) If said Bid shall be rejected, or in the alternative,

- B) If said Bid shall be accepted and the Principal shall execute and deliver a contract prepared by the Town Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal:
_____(L.S.)

Surety: _____

By: _____

INFORMATION TO BIDDERS

1. Proposals - Proposals must be enclosed in sealed envelopes and marked in accordance with instructions contained in the "Copy of Advertisement". They will be publicly opened and read at the time and place given in the Advertisement. Bidders or their authorized agents, and other interested parties, are invited to be present.

The Bidder must submit their Proposal on the form provided in the Specifications. All blank spaces must be filled in correctly, in ink. Irregularities in the Proposal, such as omissions, additions, conditions, or alternate bids or irregularities of any kind, may cause the rejection of the Proposal.

2. Withdrawals of Proposals - Any proposal may be withdrawn prior to the scheduled time for the opening of proposals. No Bidder may withdraw a proposal within 45 days after the actual date of the opening. Should there be a reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
3. Competency of Bidders - No proposal will be considered unless the Bidder shall furnish evidence satisfactory to the Town Board that the Bidder has the facilities, ability, experience, and financial resources to fulfill the conditions of the contract. Bidders shall submit with their bids a Qualifications of Bidders Form. Approved methods and first-class equipment will be required.
4. Rejection of Proposals - The Town reserves the right to reject any and all proposals, and to accept the proposal which is deemed most favorable to the Town as permitted by law.
5. Signature of Bidders - The firm, corporate, or individual name of the Bidder must be signed in ink by the Bidder in the space provided for the signature on the Proposal. Business addresses must be given. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name.
6. Acceptance of Proposals - The Town will sign the contract with the successful Bidder or will reject all proposals within forty-five (45) calendar days after the opening of the Proposals.
7. Computation of Proposal - In computing their proposals, bidders are not to include the sales and compensating use taxes of the State of New York or of any city or county in the State of New York for any supplies or materials to be sold to the Town.

In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding. If unit prices are required and there is a discrepancy in the unit prices and extended totals, the unit prices shall be binding upon the bidder.

8. Bid Security -
 - (1) Each bidder shall furnish a bid security in the form of a certified check, or a bid bond in an amount not less than 5% of the amount of the proposal(s) submitted.
 - (2) After the opening of bids, the Town will return the bid security to all but the apparent three lowest bidders. Within five (5) calendar days after the successful bidder has delivered the executed Agreement and required Bonds, or within a maximum of forty-five (45) calendar days after the bid opening date, the Town will return their bid security and the bid security of the remaining unsuccessful bidders.

(3) If the successful bidder shall fail to deliver a fully executed Contract and the required bonds within a ten (10) day period after receipt of a "Notice of Award", the bidder will be considered in default and the check or bid bond shall be forfeited to the Town to liquidate damages for delay and additional costs which may be incurred by Town by reason of such delay.

9. Familiarity with Work - The Bidder is cautioned not to submit a Bid until the Specifications, Contract, etc. have been carefully examined. Submission of Proposal will be considered acknowledgment of such familiarity.
10. Laws and Permits - The Bidder is assumed to have made himself familiar with all Federal, State and Local Laws, Ordinances and Regulations which in any way affect the work. The Contractor will be required to obtain at his own expense all licenses and permits necessary to carry out the work in accordance with the Plans and Specifications.
11. Contractor's Liability Insurance - The Contractor shall secure and maintain such insurance policies as will protect himself and the Town from claims for bodily injuries, death, or property damage which may arise from operations under this Contract.

The limits of liability shall conform to the following:

The successful bidder shall obtain liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$5,000,000/\$5,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$5,000,000/\$5,000,000; and property damage insurance in minimum amounts of \$5,000,000/\$5,000,000. The Town of Kingston shall be named as an additional insured on said policy or policies. The successful bidder shall provide a Certificate of Insurance to the Town demonstrating that the Town is an additional insured, and containing a provision that all additional insureds shall receive written notice of any modification, suspension or cancellation of insurance coverage at least thirty (30) days prior thereto and further providing that without such notice, such modification, suspension or cancellation shall be ineffective. The Town may require the successful bidder to produce evidence at the time of filing of the Certificate of Insurance that the premium or premiums on said policy have been paid. If a policy is to be cancelled for nonpayment of a premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the successful bidder under the contract.

The successful bidder shall also provide and maintain in effect at all times a New York State statutory policy of Worker's Compensation Insurance and disability benefits insurance.

Proof of such insurance shall be filed with the Town prior to start of work and shall be subject to approval for adequacy of protection. Said insurance shall contain a thirty (30) days' notice of cancellation in favor of the Town.

12. Changes in Costs - No claim may be filed by the Contractor/Bidder for advances in the cost of labor or materials occurring after the submittal of his Proposal.

13. Omissions and Errors prior to Submission of Proposal - Should anything be omitted from the Contract, Drawings, and/or Specifications which in the opinion of the Bidder is necessary for a clear understanding of contemplated work, the Bidder shall promptly notify the Town Clerk in writing of such omissions or errors before submission of his Proposal. An interpretation of the true intent of the Plans and Specifications will then be given.

If requests for interpretations indicate that the Plans and/or Specifications are incomplete or ambiguous, an addendum correcting such omission will be forwarded by the Town Clerk to each Bidder before the date for the receipt of bids.

14. Non-Collusive Bidding Certification - All bidders must execute the Non-Collusive Bidding Certification contained herein.
15. Certification of Compliance with the Iran Divestment Act– All bidders must execute the Iran Divestment Act Certification contained herein.
16. Sexual Harassment Prevention Certification – All bidders must execute the Sexual Harassment Prevention Certification contained herein.
17. Performance and Payment Bonds - The successful bidder will be required to submit with his executed contract Performance and Payment Bonds each in the amount of 100% of the Contract Amount.
18. Surety Company Certificate - Each bid shall be accompanied by a written certificate of surety company or companies qualified to do business in New York, who shall at the time of submitting the bid bind itself or themselves on the form herein in the amount of the bid as follows:

If the contract is awarded to the person or persons submitting the bid, the surety will upon the award become surety (a) for the faithful performance of the work, and (b) for the protection of all persons performing or furnishing labor or furnishing materials for work.

19. No Assignment of Contract - The contract award shall not be assignable, negotiable, or in any respect transferrable; and the Town shall in no way recognize any such assignment or transfer of either the said contract or monies payable thereto.
20. Unbalanced Bidding - The work has been subdivided into specific pay items to enable the Bidder to bid for the different portions of the work, in accordance with his estimate of costs. The Town may choose, at his sole discretion, to complete portions of the work with municipal forces. As such, the Bidder is cautioned to distribute his overhead costs across the various pay items. Any bid which, in the opinion of the Town Attorney, is unbalanced may be rejected by the Town.
21. Indemnification - The successful bidder agrees to defend, indemnify and hold harmless the Town, its officers, employees and agents from any and all liability, claims, actions, judgments, injuries, damages and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may arise from the performance of this contract. The Contractor hereby expressly defends, indemnifies and holds harmless the Town, its officers, employees and agents from any and all liability which may arise from any violation, alleged or otherwise, of environmental laws. The successful bidder shall take proper measures to guard against all liability.
22. Safety Standards and Accident Prevention - With respect to all work under this Contract, the Contractor shall:
- a. Comply with the safety standard provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated

General Contractors of America, the requirements of the Occupational Safety and Health Act and its regulations.

- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office, or other well-known place at the job site, all articles necessary for giving first aid to the injured, and make standing arrangements for immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital of doctor's care.

IRAN DIVESTMENT ACT CERTIFICATION

By the signature below, the undersigned Bidder hereby 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 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 THE STATE FINANCE LAW.

(Print Name of Bidder)

By:

(Sign Name of Authorized Signatory Above, Print Name Below)

Sworn to before me this

_____ day of _____, 2024

NOTARY PUBLIC

**STATEMENT OF NON-COLLUSION BY
BIDDER PURSUANT TO SECTION 103-D
OF THE GENERAL MUNICIPAL LAW**

- (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 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 therefor. 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.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, 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 certificate as to non-collusion as the act and deed of the corporation.

The foregoing statement has been read and subscribed by the undersigned Bidder and is hereby affirmed as true under the penalties of perjury.

(Signature of Bidder, if Individual)

(Name of corporation/partnership)

By: _____
(Signature and Title of Officer)
(SEAL)

Date: _____

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

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 its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

The Bidder's signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto_____

(Name of Town) (Address of Town)

hereinafter called TOWN, in the penal sum of _____Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWN, dated the _____day of _____, 2024, a copy of which is hereto attached and made a part hereof for refuse and garbage collection in the Town of Kingston, New York.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, machinery, equipment and tools, consumed or used in connection with the performance of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:

(Principal)

(Principal) Secretary By: _____(s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and

(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Town)

(Address of Town)

hereinafter called TOWN, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWN, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the refuse and garbage collection in the Town of Kingston, New York.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the TOWN, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the TOWN from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the TOWN all outlay and expense which the TOWN may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____(s)

(SEAL)

(Witness to Principal) (Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety) By _____
(Attorney-in-Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

BID PROPOSAL FORM

for

Town of Kingston

Ulster County, New York

Refuse and Garbage Collection - 2025

October 2024

Town Board
Town of Kingston
906 Sawkill Road
Kingston, NY 12401

Dear Town Board:

The undersigned, having examined the contract, specifications, related documents and the site of the proposed work, and being familiar with the conditions surrounding the performance of the proposed project, including the availability of materials and labor, hereby propose(s) to furnish all labor, materials and supplies in accordance with the contract documents and within the time set forth therein for the sum(s) set forth in this Proposal as follows:

“Refuse and Garbage Collection” – The Town may exercise either Option No. 1, Option No. 2, Option No. 3 or Option No. 4, and may exercise either, neither, or both of the Unit Price Items.

Option No. 1 – One (1) Year Option Weekly Garbage Collection & Biweekly Recycling Collection – January 1, 2025 through December 31, 2025:

_____ \$ _____
(Amount in words) (Figures)

Option No. 2 – One (1) Year Option Biweekly Garbage Collection & Biweekly Recycling Collection – January 1, 2025 through December 31, 2025:

_____ \$ _____
(Amount in words) (Figures)

Option No. 3 – Three (3) Year Option Weekly Garbage Collection & Biweekly Recycling Collection:

January 1, 2025 through December 31, 2025

_____ \$ _____
(Amount in words) (Figures)

January 1, 2026 through December 31, 2026

_____ \$ _____
(Amount in words) (Figures)

January 1, 2027 through December 31, 2027

_____ \$ _____
(Amount in words) (Figures)

Option No. 4 – Three (3) Year Option Biweekly Garbage Collection & Biweekly Recycling Collection:

January 1, 2025 through December 31, 2025

_____ \$ _____
(Amount in words) (Figures)

January 1, 2026 through December 31, 2026

_____ \$ _____
(Amount in words) (Figures)

January 1, 2027 through December 31, 2027

_____ \$ _____
(Amount in words) (Figures)

Unit Price Item(s):

A) Spring Clean-up/Bulk Pick-up per Town Wide Collection
_____/Town Wide Collection \$ _____/Town Collection
(Amount in words) (Figures)

B) Electronic Waste Collection per Town Wide Collection
_____/Town Wide Collection \$ _____/Town Collection
(Amount in words) (Figures)

Payment for the various items will be made on either a “Lump Sum” or “Unit Price” basis as indicated. Bidders are required to ascertain for themselves the quantities of all items bid as “lump sum” by a survey of the site and an examination of the Contract and Specifications before submission of bids. Lump Sum prices will be considered full payment for all work included in the item for which the Lump Sum is bid in accordance with the Contract and Specifications. Payments for items listed as “unit price” will be made on a basis of the actual quantities provided based on field measurements of work performed.

The undersigned acknowledges that the Estimated Quantities listed herein, if any, are approximate only, and that they will vary up or down or be eliminated completely.

Bidder has attached hereto an executed copy of the Non-Collusive Bidding Certification and acknowledges the requirements for prevailing wage rates.

Bidders shall enter bid prices, both in figures and in words. In case of any difference between the unit price in figures and words, the latter will be accepted as the correct bid price.

The undersigned further agree(s) to enter into a contract to execute the work as stipulated in the Specifications and the requirements of the Town of Kingston within ten (10) days after acceptance of this Proposal. In default of compliance with any of these conditions on (my) (our) part, the Certified Check, Cashier’s Check or Bid Bond hereto attached shall at the option of the Town Board, become the property of the Town of Kingston, as liquidated damages and not to be construed as a penalty for such default, otherwise said check or Bid Bond is to be returned to (me) (us).

The undersigned has directed any questions for interpretation of the Contract Documents to the attention of the TOWN CLERK and acknowledges the receipt of the following addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>
_____	_____
_____	_____

The undersigned further agree(s) to furnish all Proof of Insurance of the required amounts, within ten (10) days after acceptance of the Bid, and to keep such insurance in force for the full time until completion of the work. Contractor shall hold harmless the Town Board and their agents in the event that any claims, demands, actions, etc. ensue because of injuries, etc., including full responsibility for defending same.

Address

Name of Bidder

Signed by Title

Date

Telephone

Email Address

QUALIFICATIONS OF BIDDERS

All Bidders must fill in these items completely.

1. Previous work of similar nature completed within the past five years:

A. Owner _____ Phone No. _____
Business Address of Owner _____
Type of Work _____
Contract Price _____ Extra Work Required \$ _____
Date of Award _____ Date of Completion _____
Name, Address and Phone No. of Owner's Engineer
or Supt. _____

B. Owner _____ Phone No. _____
Business Address of Owner _____
Type of Work _____
Contract Price _____ Extra Work Required \$ _____
Date of Award _____ Date of Completion _____
Name, Address and Phone No. of Owner's Engineer or Supt. _____

C. Owner _____ Phone No. _____
Business Address of Owner _____
Type of Work _____
Contract Price _____ Extra Work Required \$ _____
Date of Award _____ Date of Completion _____
Name, Address and Phone No. of Owner's Engineer or Supt. _____

2. Volume of work of similar nature within the past five years

\$ _____

3. Volume of work of similar nature currently under contract

\$ _____

4. List of Equipment required for this job which you now own

5. General Business References (List two or three):

	<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

6. Bank Reference (Name, Address and Phone No.): _____

7. Number of Permanently employed persons in your Organization _____

SPECIFICATIONS FOR PROVIDING REFUSE AND GARBAGE COLLECTION SERVICES FOR THE TOWN OF KINGSTON, NEW YORK

1. DEFINITION OF TERMS

A. **CONTRACTOR.** The term “Contractor” shall mean the person or persons, partnership, or corporation contracting for the work to be performed under these specifications.

B. **GARBAGE.** “Garbage” shall mean normal, usual kitchen and household waste, primarily from perishable or disposable items such as left-over food matter; food packaging and non-recyclable containers including cans, bottles and magazines; dishes, pots, pans, glass, bottles and crockery and small household appliances, providing the same are placed in securely fastened containers, or bags which when filled have a maximum weight of sixty (60) pounds and a maximum volume capacity of thirty (30) gallons, except when any of the foregoing are mandated to be source separated and recycled.

C. **TRASH.** The term “Trash” shall mean any item of solid waste not encompassed within the definition herein of garbage, that is nontoxic, and is placed in a clearly fastened container which is fill at a maximum weight of sixty (60) pounds and a maximum volume capacity of thirty (30) gallons. Said items shall not include ashes and other refuse resulting from the burning of wood and/or coal for heating purposes.

The definitions of the above terms are general and may be reclassified at any time by the Town Board, but any such change in the classification shall not be such as to materially increase the cost of collection to a contractor.

2. SCOPE OF WORK

The successful bidder shall furnish and properly maintain at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, containers or dumpsters, implements, materials, transportation and disposal facilities necessary and proper to provide an adequate and uninterrupted refuse service for all residential properties using container or dumpster service located within the Town during the contract term in accordance with the requirements of the terms, conditions, methods and procedures, such as are set forth herein in these specifications. The Town contains approximately 360 residential units. These unit counts are approximate and are being provided solely to assist potential bidders with the preparation of their bids. The potential bidders are advised that these unit counts are subject to change at any time.

3. CONTRACT TERM

The contract proposed to be entered into is to be either:

- a) A one (1) year term, commencing on January 1, 2025 and terminating on December 31, 2025, or
- b) A three (3) year term, commencing on January 1, 2025 and terminating on December 31, 2027,

depending on the option that the Town Board selects as being in the best interest of the Town of Kingston. At termination, the Town may, at its sole option, renew the contract annually upon the same terms and conditions, including price, for an additional two (2) years. *See* Agreement, Section XI.

4. AREA OF COLLECTION

The successful bidder is to provide services within the boundaries of the incorporated Town of Kingston.

5. NUMBER OF COLLECTIONS

Garbage and trash collection shall be made on one (1) day a week, Fridays, for weekly collection, or biweekly (*i.e.*, once (1) every other week), on Fridays, for biweekly collection, depending upon which option is exercised by the Town. Any change in frequency of collection or days of the week must be approved by the Town Board.

6. RECYCLED MATERIALS COLLECTION

Material designated to be recycled by the County of Ulster shall be collected biweekly (*i.e.*, once (1) every other week), on Fridays. Any change in the day of the week the collection is performed must be approved by the Town Board.

The Contractor shall provide containers to each property being provided service in accordance with this bid for recyclable material, which shall have wheels to allow ease of mobility, and be of sufficient size so that the lids of such containers remain securely closed without spillage or overflow of garbage. All recyclable material shall be permitted to be comingled.

7. HOLIDAYS

No collection shall be made on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Collections shall be made on all other regularly scheduled collection days. When a legal holiday falls on a collection day, collections shall be made on the next day, or per a schedule submitted to the Town Clerk at the beginning of the calendar year.

8. COLLECTION OF BULK REFUSE

The successful bidder shall collect large bulk refuse from residences on one of the regularly scheduled refuse collection days in late April or early May of each year, if this option is elected by the Town Board. The pick-up date shall be determined by the Town Board and the Contractor. The successful bidder shall collect materials such as baby carriages, washing machines, clothes dryers, stoves, hot water boilers, furniture and other household items from all residences served under this contract. The pick-up of such items shall be made in accordance with all applicable governmental regulations. Items not included to be collected are electronic wastes such as televisions, computers and monitors, items that contain Freon, such as refrigerators and air conditioners, tires and construction debris.

9. LAWS

The successful bidder, subcontractors, or any person acting on their behalf shall strictly comply with all the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. There shall be strict compliance with the New York State Labor Law, Article 9, entitled "Prevailing Wage for Building Service Employees", Section 230 and 231 which govern the carting industry. A schedule of wages from the New York State Department of Labor applicable to the Contract is made part of the bidding documents.

The successful bidder, subcontractors, or any person acting on their behalf shall strictly comply with all Federal, State and local laws which in any manner affect those engaged or employed in the performance of the contract.

The Contractor agrees to hold the Town, its officers, agents, servants and employees, harmless from any claims or damages including reasonable attorney's fees arising from statutory liability or in contract and/or tort out of the performance or omission of performance of the Contract.

10. METHOD OF COLLECTION

Collection shall start not earlier than 7:00 a.m. (with the exception of Spring Clean-Up) and shall be completed by 5:00 p.m. each day, unless express permission is given by the Supervisor for a later hour.

11. VEHICLES OF CONTRACTOR

The successful bidder shall submit a statement with the proposal showing the number, make and capacity of trucks to be used in the performance of the work. All vehicles shall be watertight and shall be so constructed that materials shall not fall on the highways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily, and shall at all times be subject to the approval of the Ulster County Department of Health, New York State Department of Health or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein.

All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letters at least four (4) inches in size.

The Town of Kingston Town Board reserves the right to inspect each truck prior to the start of collection on any given day to determine that such truck is empty as it begins collection.

12. TRANSPORTATION OF MATERIALS COLLECTED

The successful bidder shall transport all material so as to prevent odors or the dropping of any such matter upon streets, private property, or public places. The Contractor shall load all material directly onto the truck, leave all places clean after collecting and loading, and be responsible for any spillage while collecting, loading or transporting the same.

13. DISPOSAL OF MATERIALS COLLECTED

The successful bidder shall transport and deposit all materials collected in the Town to any Department of Environmental Conservation (“DEC”) approved landfill in the State of New York, or to an incinerator approved by the DEC, or at an out-of-state facility approved by the appropriate state agency in which the facility is located.

14. INSPECTION

The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the successful bidder is performing their terms of this Contract and the successful bidder shall provide all the said inspectors free access to any and all equipment of the Contractor at all times.

15. DISPUTES

In case of a dispute with the successful bidder, work shall continue until the dispute is resolved, or in the event the dispute cannot be resolved, until the matter shall have been finally adjudicated by a Court. Any disputes shall be governed by the laws of the State of New York.

16. DEFAULT

In the event of the failure of the successful bidder to carry out the terms of the Contract, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the successful bidder fulfills its contractual obligation. If the Town Board determines that the successful bidder is in default, and the successful bidder has not cured said default within forty-eight (48) hours of written notices to the successful bidder/contractor and the issuer of the Letter of Credit, if any, by certified mail, fax, overnight service or personally, the Town Board may immediately contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages, shall be paid by the successful bidder. Said amount or any portion thereof may be deducted from any outstanding balances owed the successful bidder by the Town, and/or by drawdown(s) on the performance bond. A performance bond (or Letter of Credit), and a payment bond, acceptable to the Town shall be provided to the Town, each in the amount of not less than one hundred percent (100%) of the annual amount of the Contract awarded to the Contractor by the Town. Said bonds must be issued by a Surety company, approved by the Town and authorized to do business in the State of New York as a surety. Both bonds shall remain in full force and effect for a period of one year after the full completion and acceptance of the Work.

17. COMPLIANCE

- A. The Contractor shall conform to all Federal, State, County, and Town laws or regulations and shall procure at its own expense, any license or permits necessary and shall pay any and all license fees or charges.
- B. The attention of the Contractor is called to the Labor Law of the State of New York. The Contractor shall comply with all provisions of the Labor Law insofar as they are applicable to the terms hereof.
- C. The Contractor shall secure Workers' Compensation during the term of this Contract in compliance with the provisions of the Workers' Compensation Law of the State of New York. Duplicate certificates of such insurance shall be furnished to the Town Board.
- D. Upon demand of the Town Board, the Contractor shall furnish a list of the names and addresses of all his/her subcontractors.

18. COOPERATION WITH RECYCLING PROGRAMS

The Contractor shall comply with recycling programs as required by the State of New York, County of Ulster and the Town Board, if any.

19. NON-DISCRIMINATION

- A. In the hiring of employees for the performance of work under this Contract or any subcontract thereunder, no contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.
- B. No contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this Contract on account of race, creed, color, age, gender or national origin.
- C. The contract may be canceled or terminated by the Town Board upon sixty (60) days written notice, and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

20. SUBCONTRACTS AND ASSIGNMENT

The Contractor shall make no subcontracts for any portion of the work without previously having obtained written consent of the Town Board. The successful bidder shall not assign, transfer, convey or sublet or otherwise dispose of this Contract or his/her right, title or interest in the same, or any part thereof, and shall not assign any of the moneys to become due and payable under this Contract, without previous written consent of the Town Board.

21. PAYMENT

Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the fifteenth day of each month for the preceding months' work upon approval of a voucher submitted on the first day of the month in which payment is sought.

22. BEHAVIOR OF EMPLOYEES

It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the successful bidder, his 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 the collection service; the successful bidder and his agents and employees shall be polite and courteous at all times to all persons served and shall give them within reason, the benefit of the doubt in all disputes. If the containers are destroyed by the employees or agents of the successful bidder removed by mistake, the successful bidder shall replace them at its expense with new containers equal to the originals.

23. INDEMNIFICATION AND INSURANCE

The successful bidder agrees to defend, indemnify and hold harmless the Town, its officers and employees from any and all liability, claims, actions, judgments, injuries, damages and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may arise from the performance of this contract. The successful bidder agrees and acknowledges that the Town of Kingston is not an arranger, generator, or transporter of waste pursuant to this contract. The Contractor hereby expressly defends, indemnifies and holds harmless the Town, its officers and employees from any and all liability which may arise from any violation, alleged or otherwise, of environmental laws. The successful bidder shall take proper measures to guard against all liability.

The successful bidder shall obtain liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$5,000,000/\$5,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$5,000,000/\$5,000,000; and property damage insurance in minimum amounts of \$5,000,000/\$5,000,000. The Town of Kingston shall be named as an additional insured on said policy or policies. The successful bidder shall provide a Certificate of Insurance to the Town demonstrating that the Town is an additional insured and containing a provision that the Town shall receive written notice of any modification, suspension or cancellation of insurance coverage at least thirty (30) days prior thereto and further providing that without such notice, such modification, suspension or cancellation shall be ineffective. The Town may require the successful bidder to produce evidence at the time of filing of the Certificate of Insurance that the premium or premiums on said policy have been paid. If a policy is to be cancelled for nonpayment of a premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the successful bidder under the contract.

The successful bidder shall also provide and maintain in effect at all times a New York State statutory policy of Worker's Compensation Insurance and disability benefits insurance.

24. DUMPING FEES

Payment of dumping, or "tipping," fees shall be solely the obligation of the successful bidder and shall be included within the bid prices.

25. NON-TRANSFERABILITY OF CONTRACTS

Pursuant to Section 109 of the General Municipal Law:

1. A bidder and/or contractor, to whom the contract is let, granted or awarded, is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Town Board.
2. If any bidder and/or contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board assign, transfer, convey, sublet or otherwise dispose of the contract of right, title or interest therein, or his power

to exercise such contract to any other person or corporation, the Town Board shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or contractor, his assigned transferees or subleases shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-bid the Contract with all expenses to be underwritten by the Contractor.

26. ADDITIONAL ALTERNATIVES

The following items shall be bid as additional alternatives to the base bid. The Town of Kingston reserves the right to include or delete any or all of the alternative items at its discretion and deemed to be in the best interest of the Town by the Town Board.

- A. **SPRING CLEAN-UP/BULK PICK-UP:** The successful bidder shall collect large bulk refuse from residences on one of the regularly scheduled refuse collection days in late April or early May of each year, if this option is elected by the Town Board. The pick-up dates shall be determined by the Town Board and the Contractor. The successful bidder shall collect materials such as baby carriages, washing machines, clothes dryers, stoves, hot water boilers, furniture and other household items from all residences served under this contract. The pick-up of such items shall be made in accordance with all applicable governmental regulations. Items not included to be collected are electronic wastes such as televisions, computers and monitors, items that contain Freon, such as refrigerators and air conditioners, tires and construction debris.

- B. **ELECTRONIC WASTE PICK-UP:** The successful bidder shall pick-up and dispose of electronic wastes in accordance with all applicable governmental regulations at least once a year on a date and in a location as shall be determined by the Town Board and the successful bidder.