

INSTRUCTIONS TO BIDDERS

RECEIPT AND OPENING OF BIDS

- A.** The Commissioners of the PORT WASHINGTON GARBAGE DISTRICT invite Bids on the form attached hereto, with all blanks properly filled in. Bids for a three (3) year contract will be received by the Commissioners of the PORT WASHINGTON GARBAGE DISTRICT at the Polish Hall, 5 Pulaski Place, Port Washington, New York 11050, until 10:00 AM on the date specified in the notice to Bidders, at which time they will be publicly opened and read.

PREPARATION OF PROPOSAL

- B.** In submitting the Bid, only the proposal sheets as furnished are to be filled out, but not detached from the Contract form. In no case is the Contract form to be filled out or signed by the Bidder. The sealed proposals for this work shall be enclosed in an envelope, properly identifying its contents. All blank spaces for Bid prices must be filled in with ink in figures, with the total or gross sum for which the proposal is made. Proposals that contain any omission, erasures, alterations, additions, or that contain irregularities of any kind may constitute sufficient cause for rejection of the Bid.

BID SECURITY

- C.** The proposal must be accompanied by a certified or bank check on a solvent Bank or Trust Company with its principal place of business in New York State in an amount equal to not less than ten (10%) percent of the highest amount Bid made payable to the PORT WASHINGTON GARBAGE DISTRICT, or a Bid Bond in the same amount and in such form as is acceptable to the Commissioners as assurance that the Bid is made in good faith. In the event an agent of a Bonding Company issues the Bid Bond, proof that the agent has authority to bind the company in the amount of the bond must be submitted with the Bond.

Checks of all, except the three lowest Bidders, will be returned as soon as an award is made. Upon execution of the Contract or within forty-eight (48) hours thereafter, the remaining unsuccessful Bidders' checks will be returned.

QUALIFICATIONS OF BIDDERS

- D.** A statement of the qualifications of Bidders, giving evidence of sufficient facilities, equipment, experience, and financial ability to insure completion of the work, must be properly filled in, sworn to, and filed with the DISTRICT on or before the time at which the proposal is required to be submitted. No bid shall be considered unless the Bidder:

(1) Maintains a garage and maintenance facility sufficient to house all of its refuse-collection vehicles and has a mechanic on the premises; and

(2) Possesses vehicles of recent vintage and in good repair with which it shall perform the Contract and has backup vehicles available in the event of an unanticipated malfunction of any vehicles; and

(3) Maintains a staff of full-time employees that is adequate, in the opinion of the Commissioners reviewing the Bid to perform the Contract: and

(4) Any bidder submitting a proposal for collection within the Port Washington Garbage District must be a licensed carter in the Town of North Hempstead. The Bidder must furnish with its Bid satisfactory evidence of compliance with the aforementioned requirements.

REJECTION OF BIDS

- E.** The DISTRICT reserves the right to reject any Bid if the evidence submitted in the qualification statement or by investigation of such Bidder fails to satisfy the DISTRICT that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted. The Commissioners reserve the right to reject any and all bids, waive any informalities and to accept the Bid that it deems most favorable to the interest of the DISTRICT after all Bids have been examined.

BIDDER'S RESPONSIBILITY

- F.** Bidders are cautioned not to submit bids until after having made a physical survey of the DISTRICT and having made themselves familiar with the number of residential, business, and other types of pick-ups within the DISTRICT and the local street system and local conditions. Submission of a bid shall constitute acknowledgement of this requirement.

INSURANCE REQUIRED

- G.** The successful Bidder will be required to have its authorized insurance agent or representative complete an Insurance Certificate and deliver the same to the DISTRICT at the time final Contract is executed.

SECURITY FOR FAITHFUL PERFORMANCE

- H.** The successful Bidder shall execute and furnish to the DISTRICT a Performance Bond equal to the total amount of the Contract. In the event that the term of the Contract is for more than one (1) year, Contractor may supply the DISTRICT with a Performance Bond on a yearly basis to cover the cost of services during the year in which the bond is provided; however a replacement Bond for each succeeding year must be presented to the DISTRICT prior to the expiration of the Bond covering the preceding year. All Performance Bonds must be executed by a surety company with an AM Best rating acceptable to the DISTRICT. The successful Bidder upon failure to execute and deliver the Bond required by the proposal within seven (7) days from the date of award, as specified in the Notice of Award, shall forfeit to the DISTRICT as liquidated damages for such failure or refusal, the security deposited with his Bid, and he will be liable for and agrees to pay to the DISTRICT, on demand, the difference between the price Bid and the price for which such Contract shall subsequently be relet, including the cost of reletting less the amount of such deposit. No plea of mistake in such accepted Bid shall be available to the Bidder for the recovery of his deposit or as a defense to any action upon accepted Bid.

LAWS

- I.** The CONTRACTOR, Sub-Contractors, or any person acting on behalf, shall strictly comply with all the provisions of the Laws of the State of New York applicable to the employment of labor in the performance of the Contract.
- J.** The CONTRACTOR, Sub-Contractors, or any person acting on their behalf, shall strictly comply with all the provisions of the Sanitation Code and Sanitation Regulations of the Town of North Hempstead as well as the applicable solid waste laws of the State of New York and rules and regulations promulgated hereunder, and the rules and regulations of the Port Washington Garbage District. Failure to comply with the provisions of the Town of North

Hempstead Sanitation Code and the rules and regulations promulgated thereunder and rules and regulations of the Port Washington Garbage District shall constitute a breach of the terms of the Contract and upon such failure to comply the DISTRICT may unilaterally terminate the Contract.

BASIS OF AWARD

- K.** The award will be to the lowest responsible Bidder based upon the total amount of the Bid made for each year of the three (3) year contract, as reflected on proposal form.

INCONSISTENCIES

- L.** Any seeming inconsistency between provisions of the Bid specifications or Contract, or any point requiring explanation, must be inquired into by the Bidder, in writing, at least forty-eight (48) hours prior to the time set for opening proposals.

FORM OF PROPOSAL

- M.** The Bid proposal and Schedules I through X must be made upon the form of Proposal attached hereto and duly acknowledged where required. These forms must be completed as provided in these instructions to Bidders and must be signed where indicated and contain the full name and address of the person, firm or Corporation interested in the bid. In case of a Corporation, the title of the officer signing must be stated.

OWNERSHIP

- N.** Bidders shall submit a list of all officers and of all stockholders who own ten (10%) percent or more of their respective companies.

GENERAL TERMS

- O.** CONTRACTOR shall collect all acceptable waste generated in the DISTRICT at least three (3) times per week on non-consecutive days and recyclables at least one time per week; except daily curb collection, excluding Monday and Sunday, of commercial establishments located at, but not solely limited to Port Washington Boulevard, Main Street, Haven Avenue, Harbor Road, and Shore Road; plus six (6) times per week curb collection of all Greater Port Washington Business Improvement District (BID) and Town of North Hempstead litter receptacles located within the DISTRICT.

All recyclables shall be collected one (1) day per week on a regular collection day for all other acceptable waste at all places to be serviced.

Unless otherwise designated by the Commissioners, where acceptable waste is collected on a Monday-Wednesday-Friday schedule, recyclables shall be collected on Wednesday; and where acceptable waste is collected on a Tuesday-Thursday-Saturday schedule, recyclables shall be collected on Thursday. Should weather, unusual circumstances or a holiday prevent collection of recyclables on the day noted above, then the CONTRACTOR agrees to collect same on the next regular waste collection date.

PROPOSAL

FOR THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, RUBBISH AND RECYCLABLES FROM THE PORT WASHINGTON GARBAGE DISTRICT

TO THE COMMISSIONERS OF THE PORT WASHINGTON GARBAGE DISTRICT

SCHEDULE

Pursuant to and in compliance with your advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all vehicles, equipment, implements, labor and services necessary for the collection, removal and disposal of garbage, rubbish and recyclables from the PORT WASHINGTON GARBAGE DISTRICT in accordance with the with the proposed Contract on file in the office of the PORT WASHINGTON GARBAGE DISTRICT at the prices set forth herein.

NAME OF BIDDER: _____
(Individual, firm or corporation as the case may be)

AMOUNT OF BID:

- A. For one year for the year 2022 _____
- B. For the second year on a three-year basis for the year 2023 _____
- C. For the third year on a three-year basis for the year 2024 _____

The award will be to the lowest responsible Bidder based upon the total amount of the Bid made for a term of three (3) years, as reflected on this proposal form.

Accompanying this proposal is a certified check or Bid Bond for (10% of the highest amount Bid) made payable to the PORT WASHINGTON GARBAGE DISTRICT. If the Commissioners accept this proposal and if the undersigned fails to execute the Contract or to furnish a performance Bond, the Bid Bond or certified check shall become the property of the DISTRICT for the benefit of the PORT WASHINGTON GARBAGE DISTRICT; otherwise, the check or Bid Bond shall be returned.

The above-named Bidder affirms and declares:

- 1. That said Bidder is of lawful age and the only one interested in this Bid; and that no person, firm or Corporation other than herein named has any interest in' this Bid or in the Contract proposed to be entered into;

2. That this Bid is made without any understanding, agreement, or connection with any other person, firm or Corporation making a Bid for the same material, supplies, or equipment and is in all respects fair and without collusion or fraud;
3. That said Bidder has surveyed the District and is satisfied as to the nature and location of the buildings to be serviced, the kind and extent of equipment and other facilities needed for the performance of the Contract, the general and local conditions, and all other items which may in any way affect the Contract or its performance; and
4. That said Bidder has carefully examined and fully understands all the component parts of this Contract, and that said Bidder will execute the Contract and will completely perform it in strict accordance with its terms and for the amount quoted by the Bidder to furnish all vehicles, equipment and sufficient labor to accomplish the collection, removal and disposal of garbage, rubbish and recyclables in accordance with the Agreement, Proposal, Notice to Bidders and Instructions to Bidders, all of which are a part of the Contract to such extent as they relate to or govern the obligations herein proposed to be assumed.

X _____

Title _____

Schedule I-A

If Bidder is a corporation

Fill-in the following:

Organized under the Laws of the State of

Name of President:

Address:

Name of Treasurer:

Address:

Schedule I-B

**If Bidder is a partnership or firm,
State here the name and residence of each member thereof:**

Name of Partners	Residence (Street, City, Zip)
1	_____
2	_____
3	_____
4	_____
5	_____
6	_____

Date: _____

Schedule I-C

**If Bidder is an individual
Fill-in the following:**

Residence of Bidder: _____

Telephone _____

Bidder's Place of business: _____

Telephone: _____

Schedule II

Operational Experience of Bidder:

Area/Municipality Served	Period From To	Contact Name & Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Schedule III

Qualifications:

List the names and qualifications of personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of this contract.

<u>Name</u>	<u>Years of Experience</u>	<u>Position and Qualifications</u>

Schedule IV
Bank References

Bank

Address

**Schedule VI
Bidder's Certification of Criminal Non-Involvement**

STATE OF)
) ss.:
COUNTY OF)

_____, being duly sworn,
deposes and says 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 their knowledge and belief:

- a. The prices in its 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;
- b. 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 other competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.

Attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal, on behalf of the corporate bidder.

If an individual bidder or partnership, state whether all parties concerned are citizens of the United States _____;
if a corporation, state where incorporated _____.

Dated: _____

Firm Name or Bidder:

By: _____
Authorized Signature

Title:

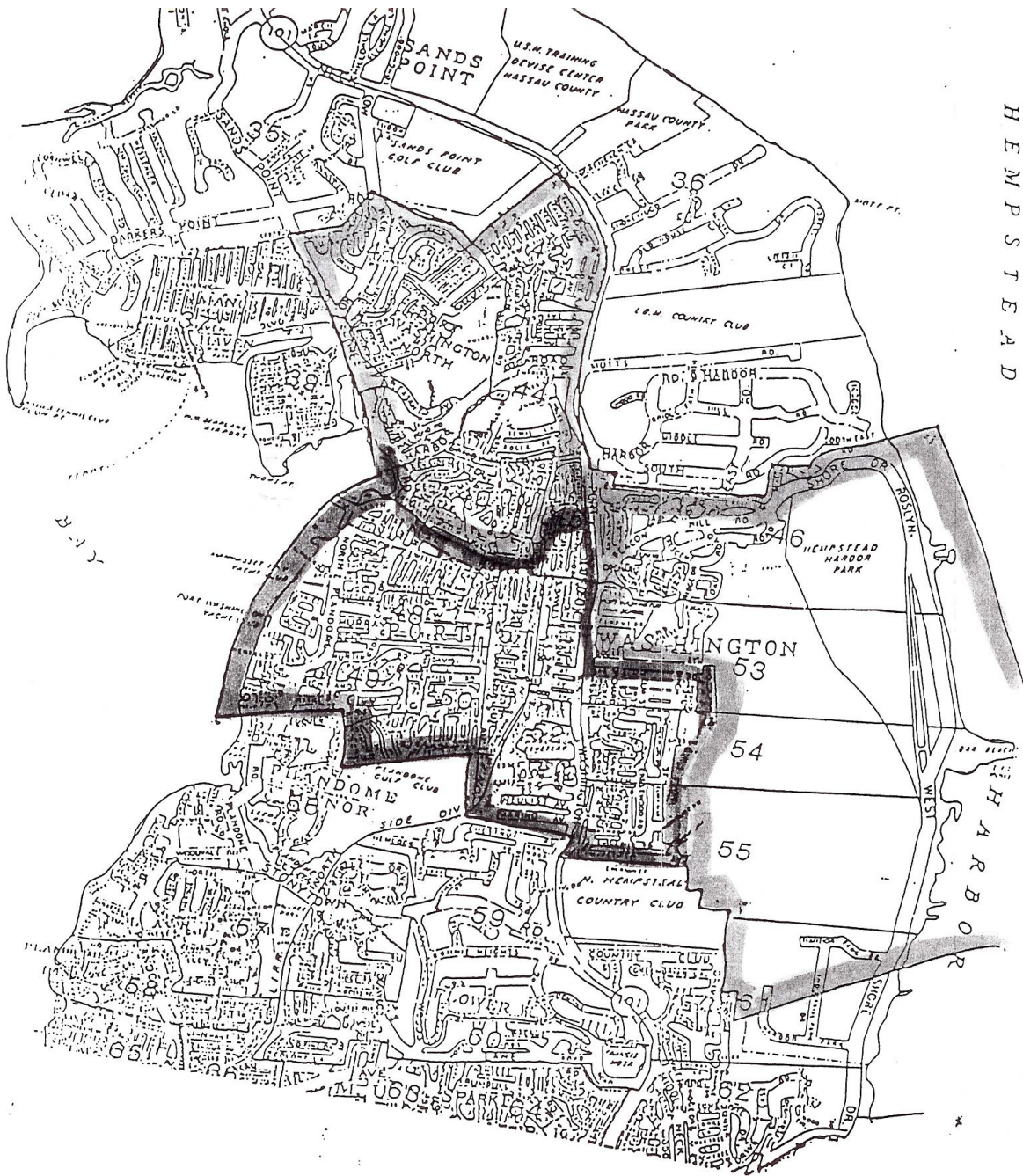
Owner-Officer-Partner

Address: _____
Street Address

City, State, Zip

(If a corporation, affix seal)

Schedule VII District Map



- PORT WASHINGTON GARBAGE DISTRICT
- Monday, Wednesday, Friday (currently)
 - Tuesday, Thursday, Saturday (currently)
 - District Boundaries

**Schedule VIII
Additional Equipment and Service Provider**

GPS Company Name: _____

**GPS System model
and specifications:** _____

**Robo-Call Company
name:** _____

**Robo-Call Company
subscription duration:** _____

**Schedule IX
Designated Employee**

**Name of employee
designated to the DISTRICT:** _____

**Schedule X
Acknowledgement**

STATE OF)
) **ss.:**
COUNTY OF)

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same In his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

CONTRACT FORM

THIS AGREEMENT made by and between the PORT WASHINGTON GARBAGE DISTRICT through its Board of Commissioners on behalf of the said PORT WASHINGTON GARBAGE DISTRICT (hereinafter referred to as the “DISTRICT”) and _____ (hereinafter referred to as the “CONTRACTOR”),

WITNESSETH:

In consideration of the agreements on the part of the parties hereto, they do hereby mutually agree as follows:

1) TERM:

The term of the Contract shall be three (3) years commencing on January 1, 2022.

2) DEFINITIONS

The terms used herein are defined in the Sanitation Code of the Town of North Hempstead.

3) COLLECTIONS:

The CONTRACTOR shall collect all acceptable waste generated in the DISTRICT on three (3) non-consecutive days per week and recyclables once per week on a regular basis from residential properties and dispose of the same in conformance with all applicable local, state and federal laws, ordinances and rules and regulations and in conformance with Article 3 A through E below.

The CONTRACTOR shall also collect all acceptable waste generated in the DISTRICT on five (5) consecutive days per week, Tuesday through Saturday and recyclables once per week on a regular basis from commercial and industrial properties located at, but not solely limited to, Port Washington Boulevard, Main Street, Haven Avenue, Harbor Road, and Shore Road and dispose of the same in conformance with all applicable local, state and federal laws, ordinances and rules and regulations and in conformance with Article 3 A through E below.

The CONTRACTOR shall also collect and dispose of the contents of District authorized Greater Port Washington Business Improvement District's (BID) and Town of North Hempstead's litter receptacles located within the DISTRICT. Such collection and disposal shall be in conformance with all applicable local, state and federal laws, ordinances and rules and regulations and in conformance with Article 3 A through E below. During the Term of this Contract, it is agreed that there will be no more than thirty-five (35) such litter receptacles placed on the street(s) by the Port Washington Business Improvement District (BID) and Town of North Hempstead.

(A) RECYCLABLES

Throughout the term of this agreement, Contractor will collect recyclables, separately from other acceptable waste and CONTRACTOR may not mix recyclables with any other acceptable waste.

Newspapers, magazines, bulk mail and corrugated paper (collectively "Newspapers") are to be collected separately and disposed of in conformance with all applicable local, state and federal laws, ordinances and rules and regulations. No Solid Waste in which Newspapers are mixed will be accepted at any Town of North Hempstead Solid Waste Management Processing Facility nor most other processing facilities.

Commingled cans, glass bottles and plastics (collectively "Commingled Recyclables") and other materials designated as recyclable by the Town of North Hempstead or the Port Washington Garbage District shall be collected separately from all other acceptable waste and disposed of in conformance with all applicable local, state and federal laws, ordinances and rules and regulations. No Solid Waste in which cans, glass bottles and household plastics are mixed will be accepted at any Town of North Hempstead Solid Waste Management Processing Facility nor most other processing facilities

Leaf and yard waste placed in suitable containers (cans, bags or equivalent), placed

curbside, will be collected separately from all other acceptable waste once a week from April 1 through December 15 and shall be disposed of in conformance with all applicable local, state and federal laws, ordinances and rules and regulations.

The CONTRACTOR is also required to provide Christmas tree collections from January 1 through January 15 and same shall be disposed of in conformance with all applicable local, state and federal laws, ordinances and rules and regulations.

At all places to be serviced, recyclables will be collected at least one day per week on a regular collection day for all other acceptable waste and all recyclables will be collected prior to the regular collection of other acceptable waste in each area serviced. The day for the collection of recyclables shall be designated by the Commissioners of the DISTRICT.

In the event that the Town of North Hempstead adds any other materials to its mandatory recycling program, these materials must be collected at least one (1) day per week in the same, separate manner that newspapers, cans or glass bottles and household plastics are collected.

(B) RESIDENTIAL

At each residential unit on each collection day, CONTRACTOR shall collect the following:

- i. Acceptable Waste - and not more than three (3) 30-gallon cans or equivalent of putrescible and one (1)30-gallon cans of non-putrescible solid waste, weighing no more than 50 lbs. each, except bulk items.
- ii. Newspapers and Commingled Recyclables once per week with no limit on quantity.
- iii. Leaf and Yard waste from April 1 through December 15.

- iv. At no additional cost to the DISTRICT or to the owner or occupant of any residence within the DISTRICT, the CONTRACTOR, upon receipt of due notice from The District and/or such owner or occupant, will collect, remove and dispose Bulk items, such as, household furniture and appliances including, but not limited to refrigerators, stoves, clothes washers, carpets, and items of similar nature not included in regular collections, provided same are placed at the curb. In the area where regular collection is made on Monday, Wednesday and Friday, such special collection will be made on Friday. In the area where regular collection is made on Tuesday, Thursday and Saturday, such special collection will be made on Saturday or as otherwise directed by the Commissioners.

For each residential unit, a special "moving out" collection on a regular collection day will be provided for the resident leaving the unit; and a special "moving in" collection on a regular collection day for the resident moving in.

(C) COMMERCIAL

At each commercial establishment on each collection day, CONTRACTOR shall collect the following:

- i. For small business establishments, i.e. real estate offices, barber shops, stationery stores, beauty parlors and similar businesses, CONTRACTOR will collect designated recyclables and not more than: Two (2) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.
- ii. For stores such as delicatessens, bars and grills, small grocery stores, restaurants with a seating capacity under fifty (50) persons, ice cream parlors, and other similar establishments, Contractor will collect designated recyclables and not

more than: Four (4) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.

- iii. For stores such as super-markets, catering establishments and restaurants with a seating capacity of over fifty (50) persons, CONTRACTOR will collect designated recyclables and not more than: six (6) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.

(D) INDUSTRIAL PLANTS/OFFICE BUILDINGS:

At each industrial establishment on each collection day, CONTRACTOR shall collect the following:

- i. For industrial Plants containing 5,000 square feet of floor space or less, CONTRACTOR will collect designated recyclables and not more than: Three (3) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.
- ii. For industrial plants/office buildings having between 5,000 and 10,000 square feet of floor space, CONTRACTOR will collect designated recyclables and not more than: Six (6) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.
- iii. Industrial plants/office buildings having between 10,000 and 15,000 square feet of floor space: CONTRACTOR will collect designated recyclables and not more than: Nine (9) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.
- iv. Industrial plants/office buildings having between 15,000 and 20,000 square feet of floor space, CONTRACTOR will collect designated recyclables and not

more than: Twelve (12) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.

- v. Industrial plants/office buildings having between 20,000 and 25,000 square feet of floor space; CONTRACTOR will collect designated recyclables and not more than: Fifteen (15) thirty (30) gallon cans or equivalent of acceptable waste, weighing no more than 50 lbs. each; except bulk items.
- vi. Industrial plants/office buildings having in excess of 25,000 square feet of floor space, CONTRACTOR will collect designated recyclables and acceptable waste, weighing no more than 50 lbs. each, except bulk items, in the following increments: fifteen (15) thirty (30) gallon cans or equivalent for 25,000 square feet plus three (3) thirty (30) gallon cans or equivalent for each increment of five thousand (5,000) square feet above twenty five thousand (25,000) square feet.

(E) EXCLUDED ITEMS

For the purpose of making a proper allowance for residential, commercial and industrial establishments within the District, the volume of material collected on any one day shall not exceed the limits set forth herein except on special collection days. The following items are excluded from all collections whether made at residential, commercial or industrial locations.

- i. Roofing materials, plaster, bricks, broken asphalt, concrete, granite, marble, tile, other stone and stoneware, porcelain, mortar, terra cotta, lime gypsum, asbestos, scrap lumber, and any other material as the result of construction or renovation of premises by contractors.
- ii. All hazardous materials, including lead and oil-based paints, lead-acid batteries, pesticides, volatile materials, and other hazardous materials.

4) PAYMENTS:

The DISTRICT, upon the CONTRACTOR'S performance of all the terms and conditions of this agreement, shall pay monthly to said CONTRACTOR the sum of One-twelfth (1/12) the total annual price for the current year as determined by the CONTRACTOR'S bid document. For the purpose of this clause, the written Bid of the CONTRACTOR is made part of and incorporated into this Contract and will control for the determination of the consideration to be paid to the CONTRACTOR.

5) SERVICE:

- (A) The services shall include the collection and disposal of all acceptable waste within the DISTRICT. The DISTRICT reserves the express right to determine whether or not any material is acceptable waste, and may establish suitable regulations as to manner, form, size, shape, place of tender, collection and disposition of all acceptable waste.
- (B) Any regulations of the CONTRACTOR with respect to the collection of all acceptable waste to be in force during the term of this Contract must be first approved by the DISTRICT, and shall be attached hereto and form a part hereof. Any changes in such regulations shall not thereafter be adopted by the CONTRACTOR without the prior written consent of the DISTRICT.
- (C) The CONTRACTOR shall comply with the provisions of the Sanitation Code of the Town of North Hempstead, and any rules and regulations of the DISTRICT, in all respects, throughout the term of this Contract, and any noncompliance shall be deemed a default of this Contract.

(D) The CONTRACTOR shall obtain, verify and forward to the DISTRICT copies of all receipts for all DISTRICT refuse and recyclables disposed of. These receipts shall be forwarded to the District on a monthly basis and shall reflect the tonnage delivered of refuse (residential and commercial separately delineated), yard waste and recyclables.

6) PLACES TO BE SERVED:

The places to be served under this Contract shall include the following: each house, apartment house, and any other place or dwelling, store, industry, or business, including private and public buildings situated in the DISTRICT; and each litter collection receptacle placed and maintained by the BID and/or the Town of North Hempstead and authorized for collection by the DISTRICT.

7) TIME OF COLLECTION:

The CONTRACTOR shall divide the DISTRICT into two (2) areas acceptable to and approved by the DISTRICT. The collection in one area shall be made regularly on Monday, Wednesday and Friday of each week and in the other area on Tuesday, Thursday and Saturday of each week, provided, however, that the CONTRACTOR shall make daily collections each week on Tuesday through Saturday, inclusive, but none on Sunday and Monday, from all qualified commercial establishments located on, but not limited to, Port Washington Boulevard, Main Street, Haven Avenue, Harbor Road and Shore Road within the DISTRICT. Collection and disposition of all BID and Town of North Hempstead litter receptacles shall be made six (6) times a week, Monday through Saturday, inclusive. In the event any collection day falls on a holiday and the CONTRACTOR is not working, the collection shall be made on the next regular collection day.

All collections shall be made in the early part of the morning commencing as soon as possible under Town Ordinance, but not earlier than 7:00AM unless otherwise directed by the DISTRICT. In addition, all collections on Main Street (between Port Washington Blvd. and Third Ave.) and on Port Washington Blvd. (between Marino Ave. and Main Street) shall be

completed by CONTRACTOR prior to 9:00AM. In addition, there shall be no collections of any kind (i.e. refuse, garbage, yard waste, recyclables, etc.) prior to 8:00AM or later than 3:00PM on Willowdale Avenue (between Port Washington Boulevard and Mackey Avenue).

8) MANNER OF SERVICE:

Collections in a neat and workmanlike manner shall be made from all places to be served. Empty containers or receptacles, with their lids replaced, shall then be returned to the place on the curb from which they have been removed. In multi-tenanted residential buildings, a single site for recyclables and refuse collection by the CONTRACTOR may be selected upon approval by the Commissioners. The containers or receptacles shall be handled in a careful manner and as quickly as possible; all lids and covers shall be replaced.

At all places to be serviced, recycling collections are to be made prior to all other waste collections.

The CONTRACTOR is expected to cooperate with the DISTRICT and its citizens in carrying out the basic task of collection of refuse from designated customers. If the garbage cannot be picked up for any reason, the CONTRACTOR is required to notify the DISTRICT denoting the reasons for not servicing that customer for customer's information. The CONTRACTOR will make every reasonable effort to serve the customers regardless of errors in customer's solid waste preparation. The CONTRACTOR will notify the DISTRICT and the customer of the customer's repeated or gross errors. Refuse not collected for any reason shall be reported to the District within 24 hours.

The DISTRICT will cooperate and encourage the customers to comply with regulations by providing instructions to customers, both general and specific.

9) Dedicated Employee and Complaint Resolution:

The Contractor shall have an employee designated to the DISTRICT as a route supervisor to whom all inquiries and complaints shall be referred to.

All complaints must be resolved within 24 hours of receipt by CONTRACTOR. The CONTRACTOR shall maintain a register in its principal office of all complaints on a form approved by the Commissioners, which register shall indicate the disposition of each complaint. Records shall be available for DISTRICT inspection at all times during normal business hours.

The register shall indicate the day and hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a Holiday or on a Saturday, it shall be resolved on the next working day.

10) NOTIFICATION OF CUSTOMERS:

Upon approval by the DISTRICT of the content of the notice, CONTRACTOR will notify all residents and commercial establishments in writing by regular mail about complaint procedures, days of collection and recycling procedures prior to commencement of the term of this agreement and annually thereafter prior to the start of each year, for the duration of the contract.

Contractor shall have daily robo-call capability to inform residents during disruption of any provided services, of up-coming holidays or schedule changes of pick-ups.

11) VEHICLES OF CONTRACTOR:

The CONTRACTOR shall provide and maintain such modern vehicles, tools, and equipment as may be necessary, in the opinion of the DISTRICT, to perform in a satisfactory and

acceptable manner, all the work required by this contract. All transportation equipment must be no more than 7 years old and meet appropriate regulatory standards, including those set forth below. Only equipment of established reputation and proven efficiency shall be used.

Attached hereto and made a part hereof is a statement from the CONTRACTOR showing the number, make and capacity of motor vehicles to be used in the performance of the work, including all vehicles to be used in the collection of recyclables. No vehicles shall be used unless said vehicle complies with the Sanitation Code of the Town of North Hempstead and the rules and regulations promulgated thereunder and any other governmental licensing agency. It is expressly agreed that:

- (A) The bodies of all vehicles shall be watertight and shall be so constructed and maintained that materials shall not fall or leak on public or private roadways.
- (B) No open body trucks are to be used to serve the District, except on an emergency basis. In the event that any open body trucks must be used, covers shall be provided so that materials may not blow or fall from open top vehicles and the said vehicles shall be kept covered.
- (C) The vehicles shall be kept washed and disinfected at a all times and shall at all times be subject to the approval of the Health Department of the County of Nassau and the State of New York. No vehicle shall be used if, in the opinion of the DISTRICT, it is not suitable or properly maintained.
- (D) All vehicles shall be equipped with GPS equipment that will enable the Commissioners of the DISTRICT to determine the location of the vehicles during collection times.

12) LAWS:

- (A) The CONTRACTOR shall conform to all Federal, State, Town, Municipal, or local laws or regulations, ordinances and shall procure at its own expense any license and permit, and shall pay any and all license fees or charges whether to the Town of North Hempstead or otherwise;

- (B) The CONTRACTOR shall comply with the provisions of the Town Sanitation code and the rules and regulations promulgated thereunder and any subsequent amendments or changes thereto as well as any rules and regulations of the DISTRICT. Failure to comply with the same shall constitute a breach of the terms of this Contract.

- (C) The attention of the contractor is called to the Labor Law of the State of New York, and it is expressly agreed that CONTRACTOR shall comply with all provisions thereof insofar as they are applicable to the terms hereof including the prevailing rate schedule of the state of New York, Department of Labor, by which the CONTRACTOR agrees to abide; which can be obtained by the Contractor from the New York State Department of Labor.

- (D) This Contract shall be void and of no effect unless the CONTRACTOR shall secure Workers' Compensation Insurance and maintain such insurance for the life of this contract for the benefit of CONTRACTOR'S employees in compliance with the provisions of Workers' Compensation Law of the State of New York. Certificates indicating such insurance shall be furnished to the DISTRICT as often as necessary so that the District has a current certificate on file at all times.

13) ASSIGNMENT:

This Contract shall not be assigned or transferred in whole or in part without written permission of the DISTRICT.

14) EXPENSES

The CONTRACTOR shall furnish all labor, trucks, and material necessary for the performance of this Contract, at its own cost and expense, including any and all insurance, bonds, fees, pensions, incineration costs, or other charges and expenses.

15) SURETY BOND

The CONTRACTOR shall furnish to the District a Performance Bond from a recognized surety company with an AM Best rating acceptable to the DISTRICT the total amount of the Contract payment for the term of one year. The issuance of such bond is intended to and shall be construed as providing that, upon the non-performance or failure of the CONTRACTOR to perform the whole or any part of the Contract or upon termination of the Contract pursuant to the terms herein, the surety or sureties will, upon written notice by the DISTRICT, either delivered personally or sent by registered mail and addressed to the last known address of such surety or sureties, within forty-eight (48) hours after such mailing or personal service, undertake to perform or cause to have performed all the conditions of the Contract to be performed by the CONTRACTOR, and that upon the failure of said surety or sureties to perform or cause to be performed this Contract within the aforesaid forty-eight (48) hours, the DISTRICT may contract for the performance thereof in such manner and under such conditions as it deems most expedient, and the cost thereof, together with any other expenses including reasonable attorney fees, shall be repaid by the surety or sureties to said DISTRICT.

16) INSPECTION

The DISTRICT shall have the right to appoint or designate an Inspector for the purpose of ascertaining whether or not the CONTRACTOR is performing the terms of this Contract, and the CONTRACTOR shall allow the said Inspector free access to the plant and any and all equipment of the all times.

17) INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance of a form and with companies with an A.M. Best rating of at least A- VII and who are authorized to do business in the state(s) in which

all aspects of the service contemplated under this agreement are to be performed. Unless otherwise stated the required insurance shall be maintained at all times during the course of Contractor's performance under this agreement. All policy forms must provide coverage at least as broad as the current form promulgated by the Insurance Services Office ("ISO"). If no such form is available the policy is subject to approval by District.

Before commencement of the work, the Contractor shall furnish to the District, Certificates of Insurance evidencing the following coverages. It is the responsibility of the Contractor to secure evidence of the same coverage from any engaged sub-contractors. This requirement does not invalidate any prohibition in this agreement against the use of sub-contractors. General conditions applying to all insurance coverage are that: 1) no policy shall contain a self insured retention; 2) no policy shall contain a deductible in excess of \$25,000; and 3) satisfaction of any/all deductibles shall be the sole responsibility of the Contractor.

I. Workers Compensation and Employers Liability

(A) Statutory Workers Compensation (including occupational disease) in accordance with the law and including other states endorsement where legally required and commercially appropriate.

(B) Employers Liability Insurance.

(C) The coverage must include a waiver of Subrogation in favor of all entities included as "additional insureds" as defined in this agreement including the The District and any party reasonably requested by the District.

II. NYS Disability Statutory

III. Commercial General Liability (CGL) – Written on an occurrence basis, utilizing standard unmodified coverage forms, with per project/per job aggregate endorsements applicable to the services contemplated under this agreement. Coverage under the CGL policy shall extend

to any indemnity agreement entered into by the Contractor in connection with the services to be performed under this contract. The CGL coverage shall also provide that any individual or entity that the Contractor is obligated to name as an additional insured shall automatically receive additional insured status under the CGL policy. Additional insured coverage for all liability in connection with the subject matter of this contract must extend to include product/completed operations coverage. Furthermore, products/completed operations insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to The District on an annual basis during the aforementioned period.

- Additional Insureds: The following entities must be included as additional insureds under the Contractor's commercial general liability, excess/umbrella liability and commercial automobile liability policies. These policies must also provide for a waiver of subrogation of the carrier(s)' rights that is in favor of these entities.

The District and all related entities, each commissioner, official, agent, representative, successor and assigns, the Town of North Hempstead and any party reasonably requested by District.

- Additional insured coverage procured by the Contractor shall be primary and shall under no circumstances be construed to apply as excess or contribute with any insurance coverage independently carried by any of the additional insureds.
- The policies cannot contain any provision that would preclude coverage for suits/claims brought by an additional insured against a named insured.
- Contractor is responsible for notifying its insurance carriers in the event of a loss or a potential loss involving any of the additional insureds. Contractor is also responsible for maintaining the required insurance during all times mandated under this contract.

- The CGL coverage must provide for a total combined single limit for bodily injury and property damage of \$ 5,000,000.00. This limit may be obtained through combining CGL and excess/umbrella policies. The “product/completed operations” aggregate shall be no less than the general aggregate.

IV. COMMERCIAL AUTOMOBILE

Including all owned, leased, hired and non-owned automobiles with a combined single limit for bodily injury and property damage of at least \$5,000,000.00 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies. Contractual liability coverage must be included.

V. Umbrella and/or excess liability policies used to comply with any insurance requirement herein shall follow-form to the underlying coverage.

VI. Owner’s Protective Liability

Contractor shall maintain Owner’s Protective Liability covering the services to be performed by Contractor in connection with this project. The coverage must provide minimum limits of \$5,000,000.00 each occurrence/ \$5,000,000 aggregate with a per project aggregate no less than \$5,000,000 to respond to the subject matter of this contract and include Personal & Advertising Injury; real property fire legal; products and completed operations.

All policies will include a waiver of subrogation; blanket contractual liability; breach of warranty; severability clause and indicate coverage is primary to all insurance held by the District.

VI. Certificates of Insurance indicating the project must be submitted, approved and available to the District prior to commencement of work and provide evidence that the policies are endorsed to include 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend the District, “additional insureds” and others as required by this contract from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney’s fees arising out of or occasioned by, or in any way connected with the work called for by this contract/agreement. Nothing contained in this indemnity agreement shall be construed to require the Contractor to indemnify any entity for any liability stemming from any act or omission other than acts or omissions of the Contractor. This indemnity agreement shall survive the completion of the project.

18) DISPUTES

In case of a dispute the CONTRACTOR shall continue its work until an agreement is reached, or in case an adjustment cannot be made, until the matter shall have been settled via arbitration by the American Arbitration Association.

19) NON-COLLUSION PROVISIONS AND REFUSAL TO TESTIFY

The Town of North Hempstead and the DISTRICT prohibit collusion. No bids will be accepted from any company that is currently banned from doing business with the Town of North Hempstead.

If any person when called to testify before a Grand Jury, Head of The State Department, Temporary State Commission or other State Agency, the Organized Crime Task Force in the

Department of Law, Head of a Municipal Department, or other Legal Municipal Agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transactions or contract had with the State of New York, or any political subdivision thereof, a public authority, or with public department, agency, or office of the State, or of any political subdivision thereof, refuses to answer any relevant question concerning such transaction or contact even though offered appropriate immunity, then any such person or any firm, partnership, or corporation of which he /she (it) is a member, partner, director, or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the DISTRICT. If such a person refuses to answer any relevant question as aforesaid, then this Agreement may be cancelled and terminated by the DISTRICT without the DISTRICT incurring any penalty or damages by virtue of such cancellation or termination.

20) TIPPING FEES

The within Contract is entered into between the parties at a fixed Contract amount based in part upon the current Town of North Hempstead disposal (tipping) rate ("Base Rate") for residential waste, commercial waste, and yard waste. It is understood and agreed between DISTRICT and the CONTRACTOR that in the event the rates for disposal facilities are in excess of the Base Rate or are less than the Base Rate during the term of this Contract, the Contract amount specified herein may be amended to compensate the CONTRACTOR or the DISTRICT for any additional or reduced cost incurred as a direct result of such increase above or decrease below the Base Rate. The increase or decrease cost to the CONTRACTOR shall be determined on the basis of the disposal receipts, verified by the CONTRACTOR as originating from within the DISTRICT. During the term of this Contract, the base rate shall in no event be greater than the disposal rate and/or fee established or charged by the Town of North Hempstead collectively for the use of its Town owned and/or operated disposal facilities.

The payments of such increase or decrease shall become due and payable to the CONTRACTOR or DISTRICT six (6) months after determination thereof provided such determination is made prior to the 1st day of August in each year during the term hereof. If the

increase or decrease shall not have been determined by August 1st, then payment shall be due the CONTRACTOR or the DISTRICT eighteen (18) months after the same shall have been determined.

It is understood and agreed by and between the parties hereto that the Bid Proposal submitted on _____, 2021 by the CONTRACTOR herein shall form a part of this contract.

In witness whereof, the parties hereto have caused this agreement to be duly signed by the CONTRACTOR on the ____ day of _____, 2021, and by the DISTRICT on the ____ day of _____, 2021.

PORTWASHINGTON GARBAGE DISTRICT

William Scaglione/Commissioner

Paul Oleksiw/Commissioner

Patricia Van Dusen/Commissioner

CONTRACTOR:

By: _____

Title: _____