

**BID PACKET DOCUMENTS  
FOR  
COLLECTION, HAULING & DISPOSAL  
OF  
GARBAGE, REFUSE & RECYCLABLES  
FOR THE  
VILLAGE OF WALDEN  
March 2023**

Bids must be submitted to the Village of Walden Village Hall, One Municipal Square, Walden, NY 12586 in a sealed and secured package and must be received by 2:00 p.m. the close of business on March 30, 2023 at which time they will be publicly opened and read aloud at Village Hall, One Municipal Square, Walden, New York 12586

The Village reserves the right to reject any and all bids, to waive technical defects in the proposals, to make an award in whole or in part, to disqualify any bid that fails to conform to the requirements of the bid documents.

**CONTACT INFORMATION**

For any questions contact:

Marisa Kraus, Village Clerk  
Village of Walden  
One Municipal Square  
Walden, New York 12586  
(845)778-2177

**DATE ISSUED**

March 1, 2023

**SUBMITTAL DEADLINE**

March 30, 2023 at 2:00 p.m.

**SUBMIT SEALED PROPOSALS TO:**

Marisa Kraus, Village Clerk  
Village of Walden  
One Municipal Square  
Walden, New York 12586  
(845)778-2177

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# **PUBLIC NOTICE**

**NOTICE OF BID  
COLLECTION, HAULING AND DISPOSAL OF GARBAGE, REFUSE AND  
RECYCLABLES  
IN THE VILLAGE OF WALDEN**

The Board of Trustees of the Village of Walden, County of Orange, State of New York, hereby invites the submission of sealed bids for the collection, hauling and disposal of residential garbage, refuse and recyclable materials, bulk trash and yard waste for the Village of Walden for the contract year June 1, 2023 to May 31, 2024 with Village options for years June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026. This bid also seeks an alternate proposal for the additional collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family properties and commercial properties for the contract year June 1, 2023 to May 31, 2024 with options for years June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026.

Bids must be in writing on the forms furnished and shall be accompanied by a bid guaranty in the amount of 10% of the total contract consideration for the base year, subject to the conditions contained in the Information for Bidders.

Detailed specifications for the above item(s) may be obtained at the Village Clerk's Office, One Municipal Square, Walden, New York 12586 during regular business hours.

All bids are to be submitted on forms obtainable at the Village Clerk's office and shall be contained in sealed envelopes conspicuously marked "Refuse and Garbage Collection Bids."

Sealed bids will be received by the undersigned on behalf of the Village Board up until March 30, 2023 at 2:00 p.m. at the Village Clerk's office, One Municipal Square, Walden, New York 12586 when the same will be publically opened and read aloud.

**BY ORDER OF THE TRUSTEES OF THE VILLAGE OF WALDEN  
MARISA KRAUS, VILLAGE CLERK**

# **INFORMATION FOR BIDDERS**

## INFORMATION FOR BIDDERS

### INTENT AND SCOPE

The Village of Walden is seeking proposals from qualified companies to provide solid waste collection services for single-family and multiple-family households in the Village of Walden from June 1, 2023 through May 31, 2024 with alternate bid options for the years June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026. The scope of the services includes the collection, transportation and disposal of household garbage, recyclable material, bulk trash and yard waste for the Village of Walden for the said contract year and said Contract option years. This bid also seeks an alternate proposal for the additional collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family properties and commercial properties for the contract year June 1, 2023 to May 31, 2024 with options for years June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026.

The Village of Walden is a community of approximately 7,000 residents. The Village is approximately 2 square miles in area with approximately 16 miles of roads. The number of household units to be served is approximately 2,300, of which approximately 350 households are senior citizen, single-family, owner-occupied residences.

Lastly, the Village is seeking proposals to provide solid waste collection for Village-owned properties, including the removal of trash from waste receptacles along its Main Street corridor.

#### 1. RECEIPT AND OPENING OF BIDS

The Village of Walden invites bids on the form attached hereto, including the Questionnaire and Non-Collusive Bidding Certificate, all blanks of which must be appropriately completed. Bids will be received at the Village Clerk's Office up until 2:00 p.m. on March 30, 2023, at which time said bids will be publicly opened and read aloud by the Village Clerk. The envelopes containing the bids must be sealed, addressed to the Village Clerk, Village of Walden, One Municipal Square, Walden, New York 12586 and designated as Bid for: **"PROPOSAL FOR GARBAGE COLLECTION BIDS"**.

#### 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or typewritten in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the item for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the bid form.

### **3. BID GUARANTY**

Each bid must be accompanied by a Bid Guaranty of not less than ten percent (10%) of the total contract consideration and shall be a certified check, cash, bank draft, letter of credit or bid bond. No bids will be considered unless accompanied by the required guaranty. The certified check or bank draft must be payable directly to the order of the Village of Walden. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the letter of credit and performance bond by the successful bidder as required by the contract documents. If the successful bidder fails to execute and deliver the Agreement and/or furnish the required letter of credit or performance bond, the Village Board may annul the Notice of Award and the Bid Guaranty of that bidder will be forfeited.

### **4. CORPORATE RESOLUTION**

The firm, corporation or individual bidder must sign in the spaces provided for signatures. If a corporation, the title of the officer must be stated and the seal of the corporation affixed. A corporate resolution is required that ascertains the authority of the officer to sign on behalf of the company. In the case of a partnership, the signature of at least one of the partners must follow the firm name stating whether such signature is that of a partner or agent. In the case of an individual, the terms "trading as" or "sole owner" shall be used.

### **5. QUALIFICATIONS FOR BIDDER**

The attached Questionnaire, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work must be properly completed, sworn to and submitted with the proposal. The Village Board reserves the right to investigate each bidder to determine the ability of the bidder to perform the work or supply the items and the bidder shall furnish the Village Board such information as the Village Board may require. The Village Board reserves the right to reject any bidder if the evidence submitted by or investigation of such bidder fails to satisfy the Village Board that such bidder is qualified to fulfill the contract or supply the items and to complete the work contemplated therein.

### **6. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Village Clerk, Village of Walden, One Municipal Square, Walden, New York 12586 or faxed to such office at 845-778-2177, and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail, return receipt requested, or faxed to all prospective bidders, not later than three (3) days prior to the date fixed for the opening of the bids. Prospective bidders must provide the Village Clerk with the correct mailing

address and fax number. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its bid obligations. Any addendum so issued shall become part of the contract documents.

#### **7. REJECTION OF BIDS**

The Village Board reserves the right to reject any bid if the information submitted in the qualification statement or its investigation of such bidder fails to satisfy the Village Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. The Village Board further reserves the right to reject any and all bids.

#### **8. BIDDER'S RESPONSIBILITY**

Bidders are cautioned not to submit bids until after having made a physical survey of the properties to be serviced and until after thoroughly familiarizing themselves with the number of pick-ups required and the local street system and local conditions.

#### **9. INSURANCE REQUIREMENTS**

The successful bidder shall agree to indemnify and hold harmless the Village of Walden, the Village Board and the Village Manager and employees from any claim or claims for damages or injuries to person or property which may be incurred in connection with the contemplated work. Additionally, each bidder shall submit, with its bid, a Certificate of Insurance issued by an insurance company satisfactory to the Village evidencing the existence of the mandatory coverages

#### **10. EXECUTION OF AGREEMENT**

The bidder whose bid has been accepted will be required to appear at the place and at the time designated by the Village Manager, in person, or if a firm or corporation, by a legally authorized representative, and shall execute the Agreement not more than ten (10) days after the Notice of Award has been issued.

#### **11. SECURITY FOR FAITHFUL PERFORMANCE**

The successful bidder shall furnish to the Village an irrevocable letter of credit equal to one-half the total contract payment and dumping fees per year to guaranty the faithful performance of the contract. Such letter of credit shall be executed by a reputable New York financial institution acceptable to the Village and shall be delivered to the Village Manager at the time for execution of the contract. In addition, the successful bidder shall furnish the Village with a performance bond equal to one-half the total contract payment and dumping fees per year to guaranty the faithful performance of the contract. Such performance bond shall be issued by a reputable surety company licensed and authorized to do business in the State of New York and acceptable to the Village and shall be delivered to the Village Manager at the time of execution of the contract.

#### **12. FAILURE TO EXECUTE CONTRACT**

If the successful bidder to whom a contract has been awarded shall fail to furnish the required proof of insurance coverage, the letter of credit, the performance bond or to execute



the contract as required by these specifications, the failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the Bid Guaranty required in Paragraph 3 herein submitted together with the bid proposal shall become the property of the Village as liquidated damages.

### 13. LAWS

The contractor, 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", Sections 230 and 231 which govern the carting industry.

The contractor, 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 Village, its officers, employees, agents and servants harmless from any claims or damages including reasonable attorney's fees arising in contract and/or tort out of the performance of the contract.

**SPECIFICATIONS FOR PROVIDING REFUSE  
COLLECTION SERVICES FOR THE  
VILLAGE OF WALDEN, NEW YORK**

**SPECIFICATIONS FOR PROVIDING REFUSE COLLECTION SERVICES FOR  
THE VILLAGE OF WALDEN, NEW YORK**

**1. DEFINITION OF TERMS**

- A. **CONTRACTOR.** The term “Contractor” shall mean the person or persons, partnership or corporation collecting and disposing of municipal refuse according to these specifications. The term “hauler” shall be interchangeable with the term “contractor” as used in the contract documents.
- 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 containers including cans, bottles, dishes, pots, pans, glass, crockery, paper products, and small household appliances, providing the same are placed in securely fastened containers which, when filled, have a maximum weight of sixty (60) pounds and a maximum volume capacity of ninety-two (92) 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 and that is non-toxic and is placed in a fastened container which, when filled, has a maximum weight of sixty (60) pounds and a maximum volume capacity of ninety-two (92) gallons. Said items shall not include ashes and other refuse resulting from the burning of wood and/or coal for heating purposes; materials left over from home improvements and re-modeling projects of existing residences such as lumber, paneling, rolled insulation, wire, pipes, plaster, concrete and bricks; motor vehicles parts; or any items determined to be recyclable by the County of Orange such as yard waste and other items of a similar nature.
- D. **VILLAGE.** The “Village” shall mean the Village of Walden, Orange County, New York.
- E. **VILLAGE BOARD.** The “Village Board” shall mean the Board of Trustees of the Village of Walden.
- F. **VILLAGE MANAGER.** The “Village Manager” shall mean the duly appointed Village Manager of the Village of Walden.
- G. **WHITE GOODS.** The term “white goods” shall mean refrigerators, stoves, water tanks, washing machines, clothes dryers, dishwashers and other similar metal items.

- H. **YARD WASTE.** The term “yard waste” shall mean the miscellaneous waste materials resulting from landscaping and home gardening including, but not limited to, grass, weeds, leaves, shrubbery clippings, twigs, and tree trimmings.
- I. **RESIDENTIAL REFUSE COLLECTION** shall mean the collection and disposal service rendered to premises with 5 or less dwelling units.
- J. **MULTI-FAMILY REFUSE COLLECTION** shall mean the collection and disposal service rendered to premises with 6 or more dwelling units.
- K. **COMMERCIAL REFUSE COLLECTION** shall mean the collection and disposal service rendered to premises that engage in a commercial and/or business enterprise.

The definition of the above terms are general and may be reclassified at any time by the Village Board, by 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 contractor shall furnish at its own expense and without liability to the Village, all labor, equipment, vehicles, tools, implements, ninety-two (92) gallon garbage and recycling collection containers for each unit, materials, transportation and disposal facilities necessary to provide proper, adequate and uninterrupted refuse service for all applicable properties located within the Village of Walden during the contract term in accordance with the requirements of the terms, conditions, methods and procedures such as are set forth in these specifications.

## **3. CONTRACT TERM AND FEES**

The contract proposed to be entered into is for a one year term commencing on June 1, 2023 and terminating May 31, 2024, with options for the fiscal years June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026 depending upon the bid accepted by the Village.

## **4. AREA OF COLLECTION**

The contractor is to provide services for those properties within the Village of Walden designated by the Village Board and covered by these specifications which number is approximately 2,300 living units. The contractor shall not be required to provide service to any property on a private road which, for any reason, is impassable to the contractor's vehicles or would suffer material damage because of the passage of the contractor's

vehicles. The contractor shall promptly notify the Village Manager of the existence of any such situation on the day the contractor determines that such private road is impassable.

## **5. BID ALTERNATE**

This bid also seeks alternate proposals for the additional collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family properties and commercial properties for the contract year June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026.

## **6. NUMBER OF COLLECTIONS**

Garbage and trash collection shall be made once a week Monday through Friday. Yard waste shall be collected once a week Monday through Friday from March to December, weather permitting.

## **7. RECYCLED MATERIALS COLLECTION**

Materials designated to be recycled by the County of Orange shall be collected once a week in accordance with the County's schedule at no additional cost. Recycled items will be co-mingled and shall include clear and colored glass, aluminum cans, bi-metal (tin) cans and plastics No. 1-7, newsprint and other paper products. Materials not mandated to be recycled but otherwise accepted by the County shall be collected once a week at no additional cost. Such recycled items shall be source separated from ordinary trash and shall include phone books, corrugated cardboard, magazines, scrap aluminum and household batteries. Recycling containers (96 Gallon Toters) shall be provided to each property by the contractor at no additional cost to the Village or property owner.

## **8. 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. Additionally, no collection shall be made when inclement weather precludes the effective collection of refuse as determined by the Village Manager.

Collections shall be made on all regularly scheduled collection days. When a legal holiday falls on a collection day, collections shall be made on the next business day.

## **9. COLLECTION OF BULK REFUSE**

The contractor shall make additional collections to pick-up all large bulk refuse from residences on regularly scheduled collection days. The contractor shall collect materials such as white goods, furniture, and other household items from all residences served under this contract. The pick-up of white goods shall be made in accordance with all applicable governmental regulations; refrigerators must be red-tagged designating that the Freon has been removed. This collection shall be scheduled for dates mutually agreed upon by the contractor and the Village Manager during the months of April and October of each

contract year thereafter. Rimless tires shall be separately collected by the contractor once a year from a location and on a date specified by the Village Manager.

Residents of the Village of Walden may arrange special bulk refuse collection directly with the contractor at a rate established and collected by the contractor separately from the bulk schedule noted above at a rate agreed upon between those parties.

The Village may arrange special bulk refuse collection(s) with the contractor at the rate of \$50 for each pickup requiring a five (5) yard truck and/or \$100 for each pickup requiring a ten (10) yard truck.

## 10. REGULATIONS

All properties served under this contract shall conform to the following regulations:

- A. All material to be collected shall, unless otherwise indicated, be placed in suitable metal or plastic containers equipped with suitable handles and tight-fitting covers. No container shall exceed ninety-two (92) gallons capacity and together with the material therein shall not weigh more than sixty (60) pounds. Plastic bags do not meet this requirement.
- B. Material to be collected from residences shall be placed at the edge of pavement of each dwelling. Whenever private roads exist, all materials shall be placed ready for collection at the edge of the road. Materials to be collected from contractor-provided dumpsters must be kept in locations that are accessible for collection purposes and in accordance with Village Code requirements.
- C. Subject to Orange County recycling regulations and when Orange County will accept the following materials: bushes, small limbs of trees, all bush and tree trimmings. Shall be securely bundled and tied in bulk no greater than four (4) feet long, two (2) feet wide and two (2) feet high and not weighing more than fifty (50) pounds per bundle. April through the first week of December of each contract year, leaves may be placed curbside for collection in paper bags only.
- D. At the Village's option and where specific conditions warrant, the contractor shall provide dumpsters of a suitable capacity at specific locations designated by the Village for collection purposes. A maximum of 10 such dumpsters shall be provided by the contractor to the Village at no additional cost.
- E. All vehicles used to provide the services contemplated shall be inspected and permitted by the Village in accordance with Chapter 247 of the Village Code of the Village of Walden.

## 11. METHOD OF COLLECTION

Collection shall start no earlier than 5:30 a.m. prevailing time and shall be completed by 6:00 p.m. prevailing time each day, unless express written permission is given by the Village Manager for an earlier or later hour.

The contractor shall be equipped to use “side-arm” collection vehicles wherever possible within the collection area. The contractor shall provide pickup locations with cans necessary for such side-arm pickup.

The contractor shall place empty trash cans with lids on several feet off the streets but not in driveways so as to prevent empty cans from blowing, rolling or otherwise blocking any road, street or driveway.

## 12. DETAILED PLANS OF CONTRACTOR; DESIGNATION OF AGENT

The contractor must submit (See Questionnaire) a statement indicating his detailed plans for the proposed contract. This should include equipment, crews, specific routing and overlook. The contractor shall supply detailed inventory including photographs of his equipment and all accessories by type, model, year, manufacturer and anticipated useful life as of the date of the inventory sheet.

All contractors must specify the number and type of all garbage collection trucks and recycling collection vehicles that would be used during the performance of the contract. All such 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. Additionally all trucks shall be kept washed and disinfected daily and shall at all times be subject to the approval of the Orange County Department of Health, the New York State Department of Health or any other regulatory agency. The Village reserves the right to prohibit the use of any vehicle or equipment used in the performance of this contract that, in the opinion of the Village Manager, or his designee, is not suitable or properly maintained for the collection and transportation of the materials contemplated herein.

The Village 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.

The contractor shall assign one of its employees as its agent for the administration of the contract with the Village. Such employee/agent shall be fully familiar with the Village, its street system and the specific collection routes. Such employee/agent shall be the main liaison with the Village for responding to complaints, inquiries or problems and shall be available by telephone during regular business hours.

**The contractor shall submit, in writing, a monthly report to the Village manager regarding customer complaints and how such complaints were addressed by the contractor.**

### **13. TRANSPORTATION OF MATERIAL COLLECTED**

The contractor shall transport all materials so as to prevent odors or the dropping of any such matter upon streets, private property or other public places. The contractor shall load all materials directly onto the truck, leave all places clean after collecting and loading, be responsible for any spillage while collecting, loading or transporting the same, and after collection will leave the containers upright and on the curb.

### **14. DISPOSAL OF MATERIALS COLLECTED**

The contractor shall transport and deposit all materials collected to the Orange County Landfill in Goshen, New York, or to any other New York State DEC-approved landfill in the State of New York, or to a facility approved by the DEC, or to an out-of-state facility approved by the appropriate state agency in which the facility is located. All landfills must be in compliance with EPA Subtitle D requirements.

Notwithstanding the above paragraph, at such time as Taylor Biomass Recycling Plant ("Taylor") is operational, the contractor shall transport and deposit all materials collected to Taylor, pursuant to the agreement executed between the Village and Taylor, dated DATE.

### **15. INSPECTION**

The Village shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the contractor is performing the terms of this contract and the contractor shall allow the said inspectors free access to any and all equipment of the contractor at all times.

### **16. DISPUTES**

In case of a dispute the contractor shall continue to work until the dispute is resolved, or in the event the dispute cannot be resolved, until the matter shall have been finally adjudicated by the court.

### **17. DEFAULT**

In the event of the failure of the contractor to carry out the terms of the Agreement with the Village, the Village reserves the right to withhold any compensation that might then be due or become due until such time as the contractor fulfills its contractual obligation. If the Village Board determines that the contractor is in default, after 48 hours written notice to the contractor, the issuer of the letter of credit and the issuer of the performance bond by certified mail, fax, overnight service or personally, the Village Board may immediately contract or otherwise provide for the collection and disposal service, with the costs thereof, together with any other expenses or damages to be paid by the contractor or deducted from any outstanding balances owed the contractor by the Village and, if there are no funds available, from the letter of credit or performance bond.



## **18. EXPENSES**

The contractor shall furnish all labor, trucks, dumpsters, and material necessary for the performance of this contract, at its own cost and expense, including insurance, fees dumping or tipping fees and other charges and expenses.

## **19. COMPLIANCE**

- A. The contractor shall conform to all Federal, State, County and Village laws or regulations and shall procure at its own expense, any licensed or permits necessary and shall pay any and all license fees or charges.
- B. The attention of the contractor is called to the Labor Laws 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 Law of the State of New York. Duplicate certificates of such insurance shall be furnished to the Village.
- D. Upon demand of the Village Manager, the contractor shall furnish a list of the names and addresses of his subcontractors.

## **20. COOPERATION WITH RECYCLING PROGRAMS**

The contractor shall comply with recycling programs as required by the County of Orange or the Village Board.

## **21. NON-DISCRIMINATION**

- A. In the hiring of employees for the performance of the work under this contract or any subcontract hereunder, 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 cancelled or terminated by the Village Board upon sixty (60) days written notice, given in accordance with Paragraph 16 and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this non-discrimination clause.

## **22. SUBCONTRACTS AND ASSIGNMENT**

The contractor shall make no subcontracts for any portion of the work without previously having obtained the written consent of the Village Board. The contractor shall not assign, transfer, convey or sublet or otherwise dispose of this contract or its right, title of interest in the same, or any part thereof, and shall not assign any of the monies to become due and payable under this contract, without prior written consent of the Village Board.

## **23. PAYMENT**

### **A. Payment Based upon Contract Prices.**

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

### **B. Payment for New Services.**

The Village agrees to pay the contractor for pick-ups to properties issued new Certificates of Occupancy during the duration of this contract for each additional new residence erected during the duration of this contract and served by the contractor. The amount of payment for new services shall be determined by the Village Board.

The additional compensation shall commence on the first day of the month after notification by the contractor to the Village Manager that a Certificate of Occupancy has been issued, the building is occupied and is being served by the contractor. The payment shall be made together with other payments to the contractor.

## **24. BEHAVIOR OF EMPLOYEES**

It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the contractor, 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 contractor 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 contractor's staff or removed by mistake, the contractor shall replace them at his expense with new containers equal to the originals. The contractor shall, without liability on the part of the Village of Walden or its officers, be required by the Village Board to discharge or otherwise discipline any of his agent or employees shown, to the satisfaction of the Village Board, to have been guilty of neglect or carelessness in the conduct of collection service, or who may be found guilty of unnecessarily damaging containers or other property of residents or of discourtesy or insolence to any resident.

## **25. WORKER'S COMPENSATION, PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Village of Walden, without assuming or in any way being liable for the protection of the contractor's employees against physical injury during performance of the contract or for the injuries sustained by an person, or damage to equipment by the contractor in the performance of the contract, will require and it shall be the duty of the contractor to procure and furnish and at all times keep in force a New York State statutory policy of Worker's Compensation Insurance and a New York State Disability Benefits Policy.

The Village will require at all times the contract is in effect, and insurance policy, issued by an insurance company authorized to do business in the State of New York and satisfactory to the Village, to insure and indemnify any person against injury sustained or damage done to property by the contractor while using any motor vehicle or equipment. The amounts and types of said insurance shall be as contained in the document entitled "Information for Bidders" which is included with these specifications. The Village of Walden is to be named an additional insured and is to be furnished a Certificate of Insurance covering each policy. The Village may require the contractor to produce evidence at the time of the filing of the above Certificate of Insurance for the Village of Walden that the premium of premiums of said insurance policies have been paid.

Social Security, Unemployment Compensation taxes and any other taxes are to be paid by the contractor as required by Federal and State laws.

## **26. LIQUIDATED DAMAGES**

- A. In the event of the neglect or failure of the contractor to remove the garbage or trash from any of the designated properties in the Village on the day when collections should be made and where the same shall have been properly placed for removal prior to the contractor passing the properties, or any other violation of these specifications, the contractor shall pay to the Village, as liquidated damages, the sum of Two Hundred Fifty (\$250.00) Dollars for each failure to comply with the requirements of the specifications if the Village Board shall so elect. It shall be deemed to be a violation of the contract if the contractor shall permit any of his drivers or other employees to collect or remove garbage in any way other than as provided herein, or according to any rules hereafter adopted by the Village Board to permit the deposit of any such matter upon property within the limits of the Village otherwise than as herein specified.
- B. If the contractor fails to perform the work in accordance with the specifications, or if he performs the work in an unsatisfactory manner, after having been notified, in writing of said unsatisfactory work by the Village, the Village Board may declare the contractor in default of its contract and may proceed either to perform the work required under the contract at its own expense, charging the cost thereof against outstanding

monthly payments owed to said contractor, or it may contract with some other contractor for the performance of the work, charging the cost and expense thereof in like manner. In addition to the foresaid, the contractor shall remain liable for any and all costs incurred by the Village in having the work performed which was the responsibility of the contractor and the costs shall be recoverable from the monies withheld by the Village from monthly payments.

- C. Any determination made by the Village Board pursuant to Paragraphs A and B of this Section may be appealed to the Village Board within thirty (30) days of the mailing of the said determination to the contractor. In addition, prior to any action by the Village Board pursuant to Paragraph B of this Section, the contractor shall have the opportunity for a hearing before the Village Board.
  
- D. It is understood and agreed that any required payment of liquidated damages made pursuant to Paragraphs A and B of this Section shall not be deemed a waiver of the Village's right to terminate the contract. Payment of said required liquidated damages, however, shall be deemed evidence to be considered by the Village Board in arriving at a determination that the contractor is in default.
  
- E. The contractor further agrees that in the event of any default in the performance of the work required hereunder, to reimburse the Village all costs, expenses and damages the Village may incur in completing the work in accordance with the contract.
  
- F. It is further understood and agreed that if the contractor is declared by the Village Board to have defaulted in the execution of the contract, the contractor shall pay the Village of Walden, in addition to other costs, \$1,000 per collection day for each day the contractor is in default, as liquidated damages.
  
- G. It is further understood and agreed that should the contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of any Federal or State laws, then such adjudication shall in no way terminate the liability of the contractor under this contract insofar as the liability of the financial institution under its letter of credit is concerned and any retainage held by the Village; the said financial institution shall continue to be liable to the Village under the letter of credit furnished as though said contractor had not been so adjudicated as insolvent or bankrupt and such adjudication of insolvency or bankruptcy maybe construed by the Village of Walden as a default of the contractor.

## **27. NON-TRANSFERABILITY OF CONTRACT**

Pursuant to Section 109 of the General Municipal Law:

- A. 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 prior written consent of the Village Board.
- B. If any bidder and/or contractor to whom the contract is let, granted or awarded shall, without the prior written consent of the Village Board, assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title and interest therein or his power to execute such contract, to any other person or corporation, the Village Board shall revoke and annul such contract and the Village 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 transferee or sub-lessee shall forfeit and lose all monies therefore earned under such contract, except so much as may be required to pay employees. The Village may re-bid the contract with all expenses to be underwritten by the contractor.

## **28. OWNERSHIP OF GARBAGE AND RECYCLING RECEPTACLES**

All garbage and recycling receptacles must be offered in a two size option so as to accommodate different levels of use in the Village. The contractor shall be responsible for all repairs and replacements required for said receptacles at no cost to the Village of Walden or the customers utilizing the receptacles.

# **BIDDER QUALIFICATION QUESTIONNAIRE**

## **BIDDER QUALIFICATION QUESTIONNAIRE**

It is mandatory that each entity submitting a bid for this contract complete the Bidder Qualification Questionnaire. For purposes of the Questionnaire, the term "Bidder" shall include the entity that is submitting the bid for this contract and the owners, shareholders, partners, officers, directors and high managerial employees of the entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, partners, officers, directors and high managerial employees of those related, associated or affiliated entities. For purposes of this Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this Questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that the Village deems material will also render a bid non-responsive. The Village shall retain the right to reject all bids that are non-responsive.

In the space provided and using additional sheets if necessary, please answer the following questions:

1. Name & Address of Bidder:
  
  
  
  
  
  
  
  
  
  
2. How many years of experience has the Bidder had in the collection of residential/commercial waste under municipal contracts?
  
  
  
  
  
  
  
  
  
  
3. In the last ten (10) years, has the Bidder ever failed to complete a municipal collection contract that was awarded to it?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If yes, please describe the details and circumstances.

4. List at least three (3) municipalities with which the Bidder currently has a contract for municipal recycling collection and provide names and telephone numbers of the municipal employee that oversees each such contract.

1) MUNICIPALITY:

2) MUNICIPALITY:

3) MUNICIPALITY:

5. List the equipment, personnel and plan that will be used in the performance of this contract. The nature of the equipment, size of crews and the collection schedule must be specifically noted.

6. List the banking institution that will provide the Letter of Credit.

7. List the surety company that will provide the performance bond.

8. Please list the names of any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or any other entity related to, or associated or affiliated with the "Bidding Entity."



9. List and describe the nature of any final felony or misdemeanor criminal conviction of the "Bidder" or guilty plea or pleas of No Contest by the "Bidder" in the last ten (10) years.

10. In the last ten (10) years has the "Bidder" as a defendant in a criminal action, ever been found guilty of or pled guilty of No Contest to any violation of the Anti-Trust Laws of the United States?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If yes, please provide the following information:

- 1) Date of conviction or plea
- 2) Court where conviction or plea was entered
- 3) Name of defendants who were found guilty or pled guilty or No Contest
- 4) Crimes which defendants were found guilty of or pled guilty to or No Contest to
- 5) Sentence imposed by the Court including but not limited to incarceration, probation and fines.

11. In the last ten (10) years has the "Bidder," as a defendant in a civil action, ever been adjudicated in violation of the Anti-Trust Laws of the United States, had a verdict of judgment entered against it for any violation of the Anti-Trust Laws of the United States or has the "Bidder" ever entered into an settlement agreement, consent agreement or other similar agreement that resolved a civil action in which a violation of the Anti-Trust Laws of the United States was alleged?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If yes, please provide the following:

- 1) State whether the civil action resulted in a verdict, judgment, consent agreement or settlement agreement.

- 2) The date of the verdict, judgment, consent agreement or settlement agreement.
- 3) The name of the Court in which the verdict was rendered, the judgment entered or the consent or settlement agreement recorded.
- 4) The names of the defendants against whom the verdict or judgment was entered.
- 5) The amount of the verdict or judgment.

12. Does the "Bidder" own and/or operate any site(s) that is/are Superfund sites as designated by the Environmental Protection Agency on its National Priority List for site cleanup?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If yes, please provide the name and location of each such site.

13. Provide appropriate financial statements for the last three (3) years including (to the extent applicable) the following:

- 1) Annual Reports
- 2) Most recent Form 10-K
- 3) Certified financial statement
- 4) Provide a minimum of four (4) references from creditors and/or suppliers

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NAME OF BIDDER

BY: \_\_\_\_\_  
TITLE:

# **BID PROPOSAL**

**BID PROPOSAL TO THE VILLAGE OF WALDEN FOR REFUSE AND GARBAGE COLLECTION IN RESPONSE TO THE NOTICE OF BID, THE INFORMATION FOR BIDDERS AND SPECIFICATIONS FOR PROVIDING REFUSE COLLECTION SERVICE.**

The undersigned, having familiarized himself with the terms and conditions of the Bid Invitation, Information for Bidders, Specifications and Bidders Questionnaire and being experienced and responsible for the performance of the same, proposes to provide refuse and garbage collection and disposal for the Village of Walden as follows:

**MAIN BID**

One year contract with two (2) one year options for the collection, hauling and disposal of garbage, residential refuse and recyclable materials for the contract year June 1, 2023 to May 31, 2024, with two (2) one year options for the years June 1, 2024 – May 31, 2025 and June 1, 2025– May 31, 2026 and such other services as may be required in the Information for Bidders and Specifications for the price of:

Price in Words

\$ \_\_\_\_\_, per home for collection, hauling and disposal of garbage, refuse and recyclable materials

Price in Figures

\$ \_\_\_\_\_, per home for collection, hauling and disposal of garbage, refuse and recyclable materials

**ALTERNATE NUMBER ONE**

One year contract with two (2) one year options for the collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family and commercial properties:

Price in Words

\$ \_\_\_\_\_, per yard for collection, hauling and disposal of garbage, refuse and recyclable materials

Price in Figures

\$ \_\_\_\_\_, per yard for collection, hauling and disposal of garbage, refuse and recyclable materials

By signing this Bid Proposal, the undersigned expressly acknowledges that he has reviewed and understands the material contained in the Information for Bidders and the Specifications provided. Further, the undersigned understands that the contract with the Village of Walden will contain material set forth in the Information for Bidders, the Bid Specifications and such other material as the Village Board may deem appropriate.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NAME OF BIDDER

BY: \_\_\_\_\_  
TITLE:

STATE OF NEW YORK)  
COUNTY OF ORANGE) ss:

On the \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public in and for the state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

\_\_\_\_\_  
Notary Public

**NO BID WILL BE ACCEPTED UNLESS THE SAME IS SIGNED AND  
ACKNOWLEDGED.**

**NON-COLLUSIVE  
BIDDING CERTIFICATION**

## BID PROPOSAL

### NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the Bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in a case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best this 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 Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Section 103-d of the General Municipal Law, as amended by Chapter 675 L 1996, in addition to requiring the above certification, provides as follows:

(b) A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award not 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 or proposed 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 (2).

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, rules, regulations, or local law, and where such bid contained 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 bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Company

\_\_\_\_\_ Address



**IRAN DIVESTMENT ACT CERTIFICATION**

## IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to this solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the terms of the Contract, should the Village of Walden receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications the Village of Walden will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Village of Walden shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Village of Walden reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **CONTRACT**

**AGREEMENT** made this \_\_\_\_ day of April, 2023 between **VILLAGE OF WALDEN**, a municipal corporation with principal offices at Village Hall, One Municipal Square, Walden, NY 12586, hereinafter the “Village,” and \_\_\_\_\_, a domestic corporation with its principal place of business at \_\_\_\_\_, hereinafter the “Contractor.”

**WHEREAS**, heretofore the Village has invited the submission of bids for the collection of refuse and garbage and has provided a bid acceptance form, a non-collusive bidding certificate, a questionnaire, information to bidders and specifications for providing refuse collection services for the Village of Walden, New York; and

**WHEREAS**, the Contractor has submitted the lowest bid, which bid was accepted by the Village; and

**WHEREAS**, it is necessary and proper that the parties enter into an agreement to provide the services to all property owners within the Village.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Residential. The Contractor hereby agrees to provide refuse and garbage collection to the residential properties of the Village of Walden for the calendar years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, for the base price of \$\_\_\_\_\_ for the year \_\_\_\_\_, to be paid on a quarterly basis. Contractor hereby agrees that this service shall be renewable at the option of the Village at the same price for the years \_\_\_\_\_ and \_\_\_\_\_. **[This paragraph may be modified depending upon the award of alternate bids, if any].**

Contractor acknowledges that the Village will bill village businesses for commercial services on a quarterly basis (billing dates of July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup>), and that Contractor shall provide its billings for the preceding quarter for each service at least fifteen (15) days prior to each said billing date.

2. That attached to this contract and made a part hereof are the following documents, including the bid as submitted by the Contractor:

Notice of Bid Invitation  
Bid to the Village of Walden  
Non-Collusive Bidding Certificate  
Qualifications Questionnaire  
Information for Bidders  
Specifications

Except has hereinafter modified, the Contractor agrees to provide all services and perform all tasks necessary to comply with requirements contained in the above

documents and the Village agrees to make all payments required of it for those services.

3. Attached to the contract is a copy of the insurance supplied by the Contractor as required in the Bid Specifications.
4. Attached to this contract is a copy of the Worker's Compensation Policy as required in the Bid Specifications.
5. Attached hereto is a copy of the performance bond equal to one-half of the contract amount provided to the Village for the term of this contract.
6. Attached hereto is a copy of the letter of credit equal to one-half of the contract amount provided to the Village for the term of this contract.
7. Pursuant to the Bid Specifications, the Village may designate from time to time, specific location where the Contractor shall provide dumpster of a capacity suitable for collection purposes (up to a maximum of 10). The Village shall provide the Contractor with at least 7 days written notice of such locations.
8. The Contractor agrees to provide refuse and recyclable collection in accordance with the Contractor's bid proposal which was accepted by the Village. The Contractor agrees to provide garbage pickup services every Tuesday and single source recycling pickup every Wednesday. If a scheduled pickup day falls upon a legal holiday then garbage will be picked up the next day. The Contractor, at its option and at its sole cost, may provide individual households with garbage containers to facilitate its collection service. The Contractor shall provide an appropriately-sized container relative to the specific needs of each individual household. In addition, the Contractor shall provide, at its sole cost, an appropriately-sized, recycling container to each individual household to accommodate single source recycling pickup; such container shall have a cover so as to prevent papers and other recyclable materials from blowing onto the Village streets and private property.
9. All garbage and recycling receptacles must be offered in a two size option so as to accommodate different levels of use in the Village. The contractor shall be responsible for all repairs and replacements required for said receptacles at no cost to the Village of Walden or the customers utilizing the receptacles.
10. Other Requirements.
  - (a) The Contractor shall pick up grass, leaves and other yard waste from March through December as per its bid submittal, weather permitting.
  - (b) The Contractor may refuse to provide services to any residence or property where the resident has failed to comply with the requirements of Section 9 of the Specifications or other applicable laws or regulations.

- (c) The Contractor shall not be required to provide services to any property on a private road which, for any reason, is impassable to the Contractor's vehicles. The Contractor shall promptly notify the Village Manager of the existence of any such situation on the day the Contractor determines that such private road is impassable. The Village shall inspect the private road and make the final determination as to whether or not the private road is impassable no later than the following day and shall promptly notify the Contractor hereof. The Contractor shall abide by such determination.
- (d) The Contractor shall not be required to provide service on any day on which the County Transfer Station is closed. If the Transfer Station is closed on a day other than on a day as to which public notice of its scheduled closing has been given, the Contractor shall endeavor to give as much advance notice thereof to the Village Manager as is practicable under the circumstances.
- (e) The Contractor shall not commence collection series earlier than 5:30 A.M. without the express written approval of the Village.
- (f) In the event the Contractor has been found by the Village to be in violation of any provision of this Contract, the Contractor shall be assessed \$500.00 damages for each day a violation has occurred. The damage shall be deducted from the Contractor's monthly bill.
- (g) The Village designates the Village Manager to serve as the Village official charged with administering the contract on a day-to-day basis. The Contractor designates \_\_\_\_\_ as the officer of the Contractor charged with the day-to-day administration of the contract on behalf of the Contractor.
- (h) Except where a specific procedure is set forth in the attachments to this contract, all notices required to be given hereunder shall be in writing and shall be given as follows:
  - Notice to the Village shall be given by personal delivery of the notice to the Village Clerk of the Village of Walden or the Deputy Village Clerk at Village Hall at the address set forth above. Notice shall be effective upon delivery to the Village Clerk or the Deputy Village Clerk.
  - Notice to the Contractor shall be mailed to the Contractor, certified mail return receipt requested, to the address set forth above or to such other address as the Contractor may advise the Village from time to time during the contract; notice shall be effective upon the mailing of said notice to the Contractor.
- (i) Throughout the term of this contract, the Contractor shall comply with all requirements set forth in the "Specifications for Providing Refuse Collection

Services For The Village of Walden, New York” contained in the Bid Packet Documents and shall be subject to the penalties set forth therein in the event of any noncompliance with said requirements.

11. Representations of Contractor. The Contractor represents and warrants:
  - (a) That it is financially solvent and that it is experienced in and competent to perform the type of work or to furnish the services to be furnished by it; and
  - (b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.
  
12. Village’s Right to Stop Work or Terminate Contract. The Village shall have the right to stop work or terminate the Contract if:
  - (a) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
  - (b) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within he said 20 days; or
  - (c) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or
  - (d) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
  - (e) The Contractor is guilty of a substantial violation of any provision of this Contract;
  - (f) With regard to Sections 11(a), 11(b), 11(c), 11(d), and 11(e) above, the Village must provide the Contractor formal written notice of same and reasonable opportunity to cure same (not less than ten business days), and in the event that the Contractor does not cure same within such time period, then the Village may terminate the Contract.
  
13. Independent Contractor. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, as a result of, and to the extent of, Contractor’s negligence or will misconduct. The Contractor shall hold and keep the Village free and discharged of and from any and all responsibility and liability as a result of, and to the extent of, Contractor’s negligence or willful

misconduct. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence or the work or any part of it, as a result of, and to the extent of, Contractor's negligence or willful misconduct. The Contractor shall assume all blame, loss and responsibility of any nature by reason or neglect or violation of any federal, state, county or local law, regulations or ordinances by Contractor.

14. No Assignment. In accordance with the provisions of Section 109 of the General Municipal law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.
15. Required Provisions of Law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.
16. Waiver. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
17. Modification. The Agreement constitutes the complete understanding of the parties. No modification of any provisions therefore shall be valid unless in writing and signed by both parties.
18. Applicable Law. This Agreement is governed by the Laws of the State of New York. any litigation commenced to enforce this Contract shall be brought in the Supreme Court, Orange County, New York.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date and year first written above.

**VILLAGE OF WALDEN**

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By: John Revella, Village Manager



---

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By:

## **NOTICE OF AWARD**

NOTICE OF AWARD

Date: \_\_\_\_\_

To: \_\_\_\_\_

Re: Owner's Contract No.: \_\_\_\_\_

Address: \_\_\_\_\_

Contract For: \_\_\_\_\_

Gentlemen:

You are notified that your Bid dated \_\_\_\_\_, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for Garbage/Recyclables/Dumpster Pick Up for the period or term inclusive

The Unit Price of your contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

You must comply with the following conditions precedent within fifteen days of the date of receiving notice of bid award:

1. You must deliver to the Village two fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the required Certificates of Insurance, which are to be attached to the executed Agreement. Insurance requirements are specified in Article I(C) of the Agreement.
3. You must deliver to the Village the required Performance Bond.

Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned, to annul this Notice of Award.

Within ten days after you comply with the above conditions, the Village will return to you the fully signed counterpart of the Agreement and such other attachments as may be required from the Village.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
(Authorized Signature)

Copy to Village Attorney

\_\_\_\_\_

**NOTICE TO PROCEED**

Title  
NOTICE TO PROCEED

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(Contractor)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER'S CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

TERM: \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents.

\_\_\_\_\_  
Owner  
BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Title

Accepted By: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Title  
Date: \_\_\_\_\_

Copy to Village Attorney (Use Certified Mail, Return Receipt Requested)