

RFP# 19-004

**REQUEST FOR PROPOSAL
TRASH COLLECTION AND RECYCLING FOR THE
FOR THE VILLAGE OF HOMER, NEW YORK**

Proposals must be delivered to the Village of Homer's Clerk's Office:

Village of Homer
C/O Dan Egnor
31 North Main Street
Homer, NY 13077

Proposal Due: Monday, May 13, 2019
By 2:00 PM

VILLAGE OF HOMER
REQUEST FOR
PROPOSALS
TRASH COLLECTION AND RECYCLING FOR THE
VILLAGE OF HOMER

The Village of Homer ("Village") is requesting proposals from qualified candidates capable of providing trash & recycle collection services for the residents of the Village of Homer.

The refuse removal contractor shall be responsible for the performance of, and the frequency of services, to be designated by the Village listed within Attachment "D" attached hereto for a one (1) year duration (renewable for up to five additional years). This includes regularly scheduled trash and recycle collection for the Village Residents.

The parties responding to this request for proposal must include the completed Attachments "A, B, C, D", The Indemnification and Hold Harmless Agreement, the Non Collusive Bidding Certification, and the Proposal Check List, attached hereto.

Each interested individual shall submit 2 copies of their proposals. All submissions shall be received in the office of the Village Clerk of the Village of Homer by 2:00 pm on May 13, 2019. Proposals submitted after the prescribed time will not be accepted. Proposals must be in sealed envelopes addressed to the Dan Egnor, 31 North Main Street, Homer, New York, 13077, clearly labeled "Request for Proposal –Trash Collection."

Proposals should identify the cost chargeable to the Village on a yearly basis at each. The Contractor will bill all costs monthly, due payable within 30 days of receipt of bill.

Late proposals will be returned to the offeror unopened. The Village of Homer will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by offeror guaranteeing authenticity. After the official opening, proposals become the property of the Village of Homer and may not be amended, altered or withdrawn without the recommendations of the Village Treasurer and Village Clerk and approval of the Mayor.

The Village of Homer is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

The Village of Homer reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the Village

General Information

Proposals **MUST** give full company name and address of the offeror. Failure to manually sign proposal will disqualify proposal. Person signing should have **TITLE** or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**.

1. **LIST OF EQUIPMENT / REFERENCES.** All bidders will provide, on Attachment B, a list of equipment and trucks available for this job, and as part of Attachment B, a list of vendor references.
2. **CHANGE ORDERS.** If and when field conditions necessitate changes, additions or deletions, changes may be made to the contract. The Village of Homer will issue the necessary change orders in writing describing such changes and indicating the amount of the change, if any, in the contract amount.
3. **CONTRACT.** The successful bidder will enter into a binding contract with the Village of Homer. The contract will be written for a duration of one (1) year, renewable for up to five additional years. The contract will begin March 1, 2020 and continue through February 28, 2021. Subsequent contracts will be for March 1 of a given year to February 28th of the following year. Either party can cancel the following year's contract without penalty if notice is given in writing by December 31 of the current year. **All** elements of contractor's Bid Proposal must be inclusive of fees, discounts, or any other additional costs except for tipping fees.

The Village of Homer is responsible for all tipping fees, usually on a per ton basis. Consequently, all trucks must be empty at the start of the collection. The Contractor will initially upfront the tipping fees. The Village will reimburse the Contractor within 30 days of receipt of the invoice.

4. **WORK AREA CLEANLINESS.** The contractor shall clean up all disruption caused by their operations. No debris shall be allowed to accumulate. The contractor shall leave all receptacles in the same position in which they are found.
5. **PROTECTION OF PROPERTY.** Any property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor.
6. **AREAS TO BE INCLUDED.** The areas to be included under this specification shall include the residents of the Village of Homer. No more than 1,300 residences during the terms of the contract.
7. **TIME OF WORK PERFORMANCE.** All residential services shall be curbside, except as otherwise noted. Each property shall be serviced at least once per week and collections shall be completed during a period not to exceed two days per week between the hours of 7 A.M. and 4 P.M. The collection of recycling materials shall be the same day as the trash removal at each residence. Changes will be noted ahead for all holidays. Any other changes to the schedule of trash and recycling pick up must be mutually agreed upon by the Village of Homer and the Contractor. The Contractor shall maintain an office from Monday to Friday 8 A.M. to 4 P.M. to handle calls from the Village Offices.
8. **INDEMNITY:** The successful offeror agrees, by entering into this contract, to defend, indemnify and hold Village of Homer harmless from any and all courses of action of claims

of damages arising out of or related to offeror's performance under this contract.

9. **Federal, State, and Local Laws:** All contractors will comply with Federal, State, and local laws relative to conducting business in Village of Homer including, but not to licensing, labor and health laws. The laws of the State of New York will govern as to the limited interpretation, validity and effect of this RFP, its award, and any contract entered into.
10. **RIGHT TO ASSURANCE:** Whenever a party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given with five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
11. **RECEPTACLES:** All trash shall be placed in Automated Lift Collection Carts (ALCC), unless otherwise agreed upon. The successful bid shall include the cost for any size ALCC's that the contractor can service with its equipment. Each household will have a limit of one ALCC for trash removal and one for recycling per week.
12. **TRASH AND RECYCLING PICKUPS** The Contractor will not be required to pick up large pieces of furniture, white goods, large tree limbs, tires, tire rims, building materials, or things of similar nature, and shall not be required to collect garden materials.

The Contractor will be required to collect and separate all recyclable materials as directed by the Village. Items presently designated as recyclables include: newspapers, magazines, slick paper, good paper, corrugated cardboard, clear gall #1 through #7, inclusive plastic and metal cans. From time to time, at the sole discretion of the Village of Homer, the list of recyclables may be increased. If this causes an undue burden on the Contractor, negotiations will be held with representatives of the Village and Contractor to ensure the Contractor is compensated for all the services provided.

13. **CONTRACTOR CERTIFICATION:** Contractor will certify that all employees have been trained in the New York State sexual harassment laws, and that this training will occur annually as required.
14. **INSPECTIONS:** All equipment is subject to inspection by the Village of Homer DPW Superintendent, or his designee. This includes, but is not limited to, truck inspections, including weighing, at the Village of Homer DPW site,
15. **ASSIGNMENT:** The Contractor agrees to not assign all or any part of this contract to another entity.
16. **DUMPSTERS:** Contractor costs will include the cost of a 8 cubic yard dumpster to be located at the Village of Homer's DPW garage, a 2 cubic year dumpster to be located at the Village of Homer Fire Department, and a 6 cubic year dumpster to be located at Newton Water Works. The dumpster shall be emptied once per week.
17. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or shall be financially interested, directly or indirectly, in the sale to the Village of any land, materials, supplies or service, except on behalf of the Village as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressly implied, of the person or corporation contracting with the Village shall render the contract voidable by the Court.
18. **PENALTIES:** The Village may impose penalties upon the Contractor for material failure to

complete waste material and recyclables collection as required:

- First Offense- One Hundred Dollars (\$100)
- Second Offense- Five Hundred Dollars (\$500)
- Third Offense- Termination of Contract.

VILLAGE OF HOMER
31 North Main Street, Homer, NY 13057

**MINIMUM INSURANCE REQUIRED BY CONTRACTORS &
SUBCONTRACTORS**

INSURANCE REQUIREMENTS. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability from a reputable insurer licensed to do business in the State of New York with an A.M. Best rating of at least A- VII:

A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall include coverage for:
 1. Products/Completed Operations;
 2. Independent Contractors;
 3. Commercial General Liability

A per-job and per site endorsement shall be included. Self-insured retentions in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.

- b. **Automobile Liability**: hired and non-owned automobile liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and Property Damage. Automobile Liability Insurance to include MCS90 (Endorsement for Motor Carrier Policies of Insurance for Public Liability) and ISO form CA9948 Pollution Liability Broadened Coverage of Business Automobile or its equivalent.
- c. **Umbrella Liability** with limits of no less than \$1,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
- d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 Bodily Injury by Accident each accident, \$1,000,000 Bodily Injury by Disease policy limit and \$1,000,000 Bodily Injury by Disease each employee shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
- e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.

- B. The Village of Homer and its assigns, officers, employees, representatives and agents shall be named as an “Additional Insured” on a Primary and Non-Contributory basis on the General Liability, Auto Liability and Pollution policies. The Additional Insured status shall be shown on the Certificate(s) of Insurance. For items a, b, c, f and g above ACORD certificate or equivalent is required. The certificate of insurance shall provide that thirty (30) days written notice (ten (10) days for non-payment of premium) prior to cancellation or expiration shall be given to the Village of Homer.
- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor’s insurance policies have been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Village of Homer same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Village Clerk. A copy of such written notice shall also be sent to the Village Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event the Village of Homer may in its sole discretion withhold any payment otherwise due under contract. The Village of Homer reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Village of Homer no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- E. The Village of Homer reserves the right to request copies of actual policies and endorsements to verify coverage.
- F. The term “Contractor” shall mean and include Subcontractors of every tier.
- G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
- H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor’s own tools, equipment and materials brought, stored or operated at the job site. The Village of Homer is not responsible if any of these items is lost, stolen or destroyed.
- I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Village of Homer, assigns, officers, employees, representatives and agents. The Waiver of Subrogation shall be shown on the Certificate(s) of Insurance.
- J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.

- K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to the Village's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Village for all losses, damages, claims or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
- L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
- M. Any accident shall be reported to the office of the Village Treasure or Village Clerk as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Village of Homer as soon as possible and not later than 3 (three) days after the date of such accident.

Attachment "C"
VENDOR REFERENCES

Please list three (3) references of current customers for which a similar service is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Attachment "D"
Village of Homer Trash Collection Specifications RFP#
19-004

Days of the week of Trash and Recycling Schedule	# of Pick Up	Times for Residences to be Serviced

Year	Cost for Trash Pick Up	Cost for Recycling Pick Up

	Cost for Recycling ALCC Container	Cost for Trash ALCC Container

Village of Homer
Indemnification and Hold Harmless
Agreement

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

The Contractor hereby expressly permits the Village of Homer to pursue and assert claims against the Contractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company:

Name: _____ Title: _____

Signature: _____

Date: _____

Nature/Scope of Work Being Performed:

Please sign, date and return to:

Village Clerk
Village of Homer,
31 North Main
Street
Homer, NY 13077

NON COLLUSIVE BIDDING CERTIFICATION

General Municipal Law Section 103-d

“a.) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1.) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
- 2.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

Dated: _____

Firm: _____

Name: _____

Title: _____

PRINT NAME AND ADDRESS OR STAMPED WITH COMPANY LOGO

Proposal Check List

I, _____ representing _____
do hereby acknowledge each of the following terms and conditions.

Read and initial at end of each.

- I have read, understood, and agree with the scope and requirements for the Village of Homer residential trash and recycling pick up. _____
- My business has contracted previously to collect trash for commercial buildings greater than 10,000 sq. feet. _____
- I have included references, name, address, and phone number to the commercial properties I have provided refuse removal. _____
- I have included 2 copies of my bid along with the original. _____
- Proposals will identify the monthly cost chargeable to the Village net of tipping fees. _____
- Proposals will have a per annum cost for entire contract net of tipping fees. __
- I have read the attached minimum insurance required, understood the requirements and will have the Liability insurance coverage as required by the Village.

- If selected, I will complete and sign the Indemnification Hold Harmless Agreement. _____
- I have read, understood and completed the Non Collusive Bidding Certification form. _____

**Village of Home
31 North Main
Street
Homer, NY 13057**

**(607) 749-3322
Website: www.homerny.org**

The Village of Homer reserves the right to **reject any or all bids or any part.**

Bidders shall indicate on the outside of their sealed bid, the following information:

- 1. Title and number of bid**
- 2. Date of and time of bid opening**

Bidding Certificate

Bidders are required to execute the “**Non Collusion Bidding Certificate**” attached hereto.