# NOTICE TO BIDDERS

## CHAPPAQUA CENTRAL SCHOOL DISTRICT
## 66 ROARING BROOK ROAD
## P.O. BOX 21
## CHAPPAQUA, NEW YORK 10514

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

**CCSD BID # B2022-03**

**Solid Waste Services for Buildings Owned By The Chappaqua Central School District and The Town of New Castle**

Sealed envelope bids or digital bids will be received until **April 13th, 2022 by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York -at which time and place all bids will be opened and read publicly. Mailing address for sealed envelope bids: Chappaqua Central School District, 66 Roaring Brook Rd., P.O. Box 21, Chappaqua, New York 10514 (if using third party courier, use street address only). Digital bids are to be e-mailed to mitrnik@chappaquaschools.org .

If further information is needed, call the Purchasing Office at 914 238-7200, Ext. 1013 or e-mail at mitrnik@chappaquaschools.org .

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District or the Town of New Castle.

# CHAPPAQUA CENTRAL SCHOOL DISTRICT
## SPECIFICATIONS AND CONTRACT DOCUMENT.

## I. INFORMATION FOR BIDDERS

### 1. Proposal Submission

The Chappaqua Central School District (hereafter the "School District"), the Town of New Castle comprising of Town Owned Buildings, the Allen Place Commercial Garbage District, and the South Greeley Avenue Commercial Garbage District (hereafter the "Town") are requesting bids from qualified contractors (hereafter the "Contractor") capable of providing Solid Waste services for the Chappaqua Central School District and the Town of New Castle as described under the Technical Specifications section of this Bid Proposal (hereafter referred to as "Bid").

The purpose being is that the school district and the town seek to enter into a service agreement with a single contractor who can provide reliable, uninterrupted and environmentally sound service for the full term of the agreement. The contractor shall be capable of providing reliable collection service, own, lease or by contract be capable of providing transfer services via an operating transfer station and be capable of assuring through ownership, the disposal of refuse and trash and processing of recyclables anticipated from the district during the terms of the agreement.

There are four areas of service for which bids are being requested. These areas are Section A: Refuse Collection and Disposal, Section B: Recyclables Collection and Disposal, Section C: Food Composting Collection and Disposal Section D: Dumpsters – Optional Services. ***Bidders are asked to submit proposals for all areas.***

As part of the contractor's bid submission, written proof of the following criteria must be attached:

A. Contractor must own, operate or have firm and binding contract for the term of this contract with a transfer station. In order to limit travel time and expense, the transfer station must be located within 30 miles of Horace Greeley High School, 70 Roaring Brook Rd., Chappaqua, NY. The Contractor must hold an operator's license for or a duly executed contract for the use of the transfer station and provide proof of same in a written document submitted with the bid.

B. Contractor must have five (5) years of experience with residential municipal contracts. Contractor also must have three (3) years of experience in school district carting and recycling. Such proof must be provided.

C. Contractor must demonstrate ability to cart food composting materials and transport it to a composting station. Contractor must also specify the name of the composting station

D. Contractor must submit with the bid a list of five (5) references.

E. Contractor must have a 5 million dollar LIABILITY umbrella insurance policy. Proof of this must be provided.

If the above documentation along with all of the items mentioned on pages 5 and 30 of this specification are not included with the Contractor's bid submission, the bid will not be accepted.

No Proposal may be withdrawn within sixty, (60) days of the submission date, except as follows:

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to 2:00pm on April 13th, 2022

**2. Agreement Documents**

This Bid Proposal ("BID"), the Contractors Proposal, the Agreement Terms and Conditions, the Technical Specifications, all Addenda, if any, hereafter issued and the Notice of Award, collectively will constitute the Agreement.

**3. Option To Extend The Term Of The Contract**

A. Provided there is mutual agreement between all parties, The Chappaqua Central School District and the Town of New Castle has the option of extending or renewing this contract to Contractor for a period not to exceed the 2022 and 2023 respective annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

B. Said renewal option shall be deemed to have been exercised upon formal written notification to the Contractor fifteen (15) calendar days prior to the expiration of the initial term of the contract or of the first extension thereof, provided that the Purchasing Agent shall have given preliminary notice of the Chappaqua Central School District's intention to renew at least thirty (30) calendar days before this contract is to expire. (Such preliminary notice will not be deemed to commit the Chappaqua Central School District and/or the Town of New Castle to exercise the option).

C. If the School District and/or the Town exercises the option for the first additional one (1) year period to Contractor, the contract as renewed may be deemed to include the option provision for the second additional one (1) year period. However, the total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years.

**4. Inconsistencies**

Any seeming inconsistency between provisions of the Proposal Specifications or Contract, or any point requiring explanation, must be inquired into by the Proposer, in writing by April 13th, 2022 at 2:00pm and submitted to the Purchasing Agent.

**5. Addenda**

Any additional provisions that the Schools and Town may decide to include in the BID SPECIFICATIONS, will be issued in writing by the school district's purchasing agent as an Addendum to the SPECIFICATIONS and will be sent by mail and/or fax to each firm recorded as having recieved a copy of the BID SPECIFICATIONS.

**6. Proposal Requirements**

All bis submissions must contain all the required documents listed on Section V: CHECKLIST – FORMS AND EXHIBITS (Located on **Pages 28 - 29)**

**7. Proposal Evaluation Criteria**

Upon receipt of all proposals, the School District and Town will determine that each proposal has complied with the general criteria of the BID SPECIFICATIONS.

**The School District and Town are rendered no obligation to accept the lowest cost Bid proposal. The School District reserves the right to cancel the bid and/or to reject any or all bidder proposals and to waive minor irregularities when it is deemed in the best interest of the School District and Town.**

For the next step of the evaluation process, the School District and Town will establish a review committee. This committee will review all proposals and rate them according to the following criteria:

- Economic Impact
- Operational Plan
- Corporate Experience
- Key Personnel
- Financial Strength

**8. Negotiation Rights**

The School District and Town reserve the unqualified right, in its sole and absolute discretion, to reject all proposals, to undertake discussions and modifications with one (1) or more Proposers and to proceed with that proposal or modified proposal, if any, which in its judgment will under all circumstances serve the public interest and to waive defects in any proposal. No rights accrue to any Proposer unless and until the Board of Education accepts its proposal.

**9. Performance Bond**

Each proposal shall be accompanied by a statement from a Surety Company, duly authorized to do business in New York and satisfactory to the Board of Education, to the effect that said Surety Company will furnish a Bond for the Proposer, if awarded the Contract. Instead of the statement from a Surety Company, the proposal may be accompanied by a statement from a Bank, duly authorized to do business in New York and satisfactory to the Board of Education, to the effect that said Bank will furnish a Letter of Credit for the Proposer, if awarded the Contract. The amounts of the Bond are described in Article 9.8 of the Form of Agreement.

**10. Contract Execution**

The Proposer to whom a Contract has been awarded must within five (5) business days of the award of the Contract, submit a letter to the SCHOOL DISTRICT acknowledging that they read as well as understood the terms and conditions of this agreement. No Proposal shall be considered binding upon the Chappaqua Central School District or the Town of New Castle until an acknowledgment letter from the CONTRACTOR.

The CONTRACTOR, with whom a Contract has been signed, will be required to deliver to the Purchasing Agent within ten (10) days of the execution of the contract a Surety Corporation Bond or Letter of Credit that is satisfactory to the School District Attorney and meets the New York

Statutory requirements, to secure the faithful performance of the Contract, and to secure payment of all claims against the CONTRACTOR, including the claims for services performed and materials, supplies or equipment furnished to the CONTRACTOR in the prosecution of the Work.

Copies of all required insurance policies must be delivered to the School District prior to performance of work under the Contract.

Failure upon the part of the Proposer to whom the Contract is awarded to execute the Contract in the manner required and to furnish the required Bond or Letter of Credit properly executed within ten (10) days after the award of the Contract shall be just cause for the annulment of the award.

**11. Governing Laws, Rules and Regulations**

All Proposers shall be held to comply with all applicable statutes, rules and regulations of the United States, the State of New York, the County of Westchester, the Town of New Castle andthe Chappaqua Central School District, including, without limitation, those relating to solid and hazardous waste and equipment.

**12. Contractor Inspection**

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the School District or Town Officials, or their assistants shall relieve the CONTRACTOR from any risk or from fulfilling all terms of the Contract.

All Proposers shall tour the School District, Town and Commercial buildings and familiarize themselves with the work contemplated in the Contract. Submission of a Proposal shall be deemed conclusive evidence that such a tour has been made by each Proposer and shall constitute a waiver by each of all claims in Proposal, withdrawal of Proposal, or payment of extras, or combination thereof, under the executed contract, or any revision thereof.

**13. Cost of Proposal Preparation**

Proposers should be aware that the School District will not be liable for any costs incurred by a Proposer in connection with the preparation of a response to these BID SPECIFICATIONS.

**14. Participation**

The Chappaqua Central School District or the Town of New Castle reserves the right to participate or to remove themselves from the contract.

**15. Award**

Award will be made to the lowest responsible CONTRACTOR based on the Annual Grand Total of both the SCHOOL DISTRICT and the TOWN added together (please see Page 54). If the TOWN choses not to participate in the final contract (please see Page 10, Section 3.1), then the award will be made to the lowest responsible vendor based on the annual grand total of the SCHOOL DISTRICT only.

## II. AGREEMENT TERMS AND CONDITIONS

DEFINITIONS:
Addendum or Addenda – Any additional agreement provisions issued in writing by the Chappaqua Central School District prior to receipt of proposals.

Allen Place Commercial Solid Waste District – Those (14) commercial buildings located along South Greeley Avenue, King Street and North Greeley Avenue that make up the district. At this location there is a single centralized solid waste "corral."

Approved refuse containers – shall mean and include any front loader container of varying sizes. Containers are to be supplied by the Contractor and are to be kept in good operating condition without leaks and with lids. Containers must be clean and free of graffiti upon delivery and must be labeled with the Contractor's names on the outside of the container.

Approved recyclable material containers – shall mean any front loader containers as required by the Schools for the collection and storage pursuant to the collection of the recyclables. Containers are to be supplied by the Contractor and are to be kept in good operating condition without leaks and with lids. Containers must be clean and free of graffiti upon delivery and must be labeled with the Contractor's name on the outside of the container.

Construction and demolition wastes – lumber, concrete, pipe, roofing, brick, masonry and any other materials from buildings and other structures.

Contractor – the party of the second part and each and every person or corporation as well as every officer, agent, employee thereof who shall execute under the Contract any portion of the work herein specified and provided, whether for supply of materials or for execution of the work.

Food Composting – shall mean the biological process of recycling food waste which once broken down into organic matter, can be recycled and used for soil amendment and/or fertilizer.

Garbage – shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storing of meats, fish, fowl, fruit, vegetable matter or any matter whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which may serve as breeding or feeding material for flies and/or other germ carrying insects.

Hazardous materials – wastes that are hazardous by reason of their chemical, flammable, explosive, radiological or toxic characteristics. These wastes are defined more particularly by 6 NYCRR Part 371. This term also includes regulated medical waste as defined by Title 15 Article 27 of the Environmental Conservation Law.

MSW or Municipal Solid Waste – all putrescible and non-putrescible materials or substances that are discarded or rejected as spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including, but not limited to all garbage, trash, rubbish, refuse, yard waste and other mixed municipal waste from residential, commercial, governmental, industrial and community activities; but not including Hazardous Waste as defined in 6 NYCRR 360-1.2(b) (81).

Recyclable materials – shall mean all refuse items deemed and designated by the SCHOOL DISTRICT and the TOWN to have a value in the recycling market. In general, recyclable materials in the SCHOOL DISTRICT and the TOWN will be source separated into three streams: paper, cardboard, and commingled recyclables.

> Paper shall include (but not be limited to) such items as newspaper, magazines, promotional mail, phone books, office paper, etc. Bathroom paper items shall not be included.
>
> Commingled recyclables shall include items as: glass, metal items (ferrous and nonferrous), plastic items and such other household materials as shall be deemed to have recycling value.

Refuse – all putrescible and non-putrescible refuse wastes, except body waste, including any waste referred to as garbage, rubbish, trash, yard waste and ash.

School District – The Chappaqua Central School District or the responsible officials thereof.

Schools – All building owned and specified by the Chappaqua Central School District.

South Greeley Avenue Commercial Solid Waste District – Those (12) commercial buildings containing businesses, and apartments located along the east side of South Greeley Avenue, and north of Woodburn that make up the district. At this location there are two centralized solid waste "corrals."

Town – The Town of New Castle or the responsible officials thereof.

Trash – Trash includes (non- recyclable) combustibles such as paper, wood, etc., and noncombustibles such as metal, glass, etc. Trash also includes all materials normally discarded by a building such as furniture, appliances etc.

Work – All or any portion of the matters covered by the Contract Documents.

# CHAPPAQUA CENTRAL SCHOOL DISTRICT

## FORM OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20___, by and between the Chappaqua Central School District, New York, (Hereinafter called School District) by _____ as_____ of said Town, and _____ as _____ of _____, (hereinafter called CONTRACTOR)

SCHOOL DISTRICT and CONTRACTOR, in consideration of the mutual covenants hereinafter setforth, agree as follows:

ARTICLE 1- SCOPE OF WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Solid Waste Services for Buildings Owned by The Chappaqua Central School District and the Town of New Castle.**

There are a total of 16 locations requiring refuse service, 10 locations require recycling (Paper/Cardboard) service, 8 locations require recycling (commingled) service and 6 locations requiring food composting service within the Town of New Castle and the Chappaqua Central School District. Size of container and frequency of collection is listed on page 19 "Background History".

PLEASE NOTE: Dumpsters must be front loaders to be kept within the existing refuse storage area at each location within the district.

No sub-contractors can be used for any work including food composting pickup.

ARTICLE 2- TERM

2.1 The term of this Contract shall be for a one (1) year period beginning July 1, 2022 and terminating June 30, 2023.

2.2 There will be two (2) one year extension options that can be exercised at the sole discretion of the School District and Town Boards. Written notice will be given to the Contractor on or about May 15 of each year. Pricing must remain the same as the initial award.

ARTICLE 3 – CONTRACT PRICE

3.1 SCHOOL DISTRICT shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds subject to additions and deductions as provided in this Form of Agreement, Sections "A" and/or "B" and/or "C" and/or "D". Please note that THE SCHOOL DISTRICT has the option to only award a portion of the contract. THE TOWN may or may not be part of the final contract.

3.2 CONTRACTOR's Proposal is attached and made part of this Contract.

## ARTICLE 4 – PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit monthly vouchers with invoices attached for payment. Invoices must itemize each building serviced and the associated charges, therefore.

## ARTICLE 5 – CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has made or caused to be made examinations, investigations and studies of such reports and related data that he deems necessary for the performance of the Work at the Contract Price and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

5.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

## ARTICLE 6 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between SCHOOL DISTRICT and CONTRACTOR, are attached to this Agreement, made a part hereof and consist of the following:

6.1 This Agreement (pages 10 to 18 as well required documentation as listed on Form & Exibits - Checklist).

6.2 Performance Bonds

6.3 Insurance Forms

6.4 Addendum Number _____, if any.

6.5 Supplementary Proposal information submitted by CONTRACTOR prior to Award, if any.

6.6 Any Modification, including Change Orders, duly delivered after execution of Agreement.

6.7 There are no Contract Documents other than those listed above in this ARTICLE 6. The Contract Documents may only be altered, amended or repealed by properly signed agreements.

ARTICLE 7 – FAILURE TO PERFORM

7.1 If the CONTRACTOR fails to perform the services herein specified, for a period in excess of five (5) consecutive scheduled working days or fails to operate the system in a satisfactory manner in accordance with this Contract for a similar period, the SCHOOL DISTRICT may move as follows (provided such failure is not due to war, insurrection, riot, or Act of God):

a) Following notice to the CONTRACTOR and Surety and an opportunity to cure within 24 hours, the SCHOOL DISTRICT may hire other solid waste service providers as required to provide the necessary basic solid waste services until CONTRACTOR is again able to carry out his operation under this Contract.

b) Days of non-performance, as well as any and all operating expenses incurred by the SCHOOL DISTRICT for non-performance may be deducted by the SCHOOL DISTRICT from compensation to the CONTRACTOR hereunder. During such period, the liability of the SCHOOL DISTRICT to the CONTRACTOR under subdivision a) above for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.

c) However, if the CONTRACTOR is unable for any cause to resume performance at the end of 5 consecutive working days, the SCHOOL DISTRICT shall notify the surety within 24 hours by e-mail and overnight mail and insist on service through the surety or shall be free to negotiate with other CONTRACTORS for the operation of said services for the balance of the term of the Contract and thereby terminate CONTRACTOR's right to perform hereunder. Such operations with another CONTRACTOR shall not release the CONTRACTOR herein from his liability to the SCHOOL DISTRICT, including all damages direct, consequential or otherwise, for such breach of this Contract.

ARTICLE 8 – INSURANCE

8.1 The CONTRACTOR shall procure and maintain, at his expense, policies of insurance issued by a company or companies satisfactory to the SCHOOL DISTRICT and TOWN, as follows:

A**. Liability Insurance.** Contractor shall maintain in effect at all times during the full term of its services under this Agreement and as otherwise required hereunder, insurance coverages with limits not less than those set forth in this Agreement with only insurers authorized and licensed to do business in New York State, the insurer shall have an ***A.M. Best rating of A-*** (or better) with a financial size category ***(FSC) of no less than VIII***, and be acceptable to the Chappaqua Central School District and under forms of policies satisfactory to the Chappaqua Central School District. None of the requirements contained herein as to types, limits or the Chappqua Central School District's approval of insurance coverage to be maintained by Contractor is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under this Agreement or otherwise provided by law. Contractor's insurance deductibles, if any, will be for the account of Contractor.

| Type of Coverage | | Policy Limits |
|---|---|---|
| 1. Workers' Compensation<br>· Workers' Compensation<br>· Employers' Liability | | Statutory<br>$1,000,000 |
| 2. Commercial General Liability which shall not exclude the following coverages: Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury. | | The minimum limits are $5,000,000 combined single limit, bodily injury and property damage, each occurrence and $10,000,000 combined single limit, general aggregate. |
| 3. Business Automobile Liability, including coverage for all owned, hired and non-owned vehicles. | | The minimum limits are $5,000,000 combined single limit, Bodily Injury & Property Damage. |
| 4. Excess Liability | | **The minimum limits are $5,000,000 each occurrence and $10,000,000 aggregate.** |

**Important notice regarding Workers Compensation above.**
NYS Disability: Proof of coverage for Workers Compensation and Disability muse be on the forms as approved by the NYS Workers Compensation Board. Proof of coverage on Acord forms are no longer acceptable.

B. Coverages A.2 and A.4 above shall be maintained for at least three (3) years (or a greater period of time if required in the Agreement) after completion of all services under this Agreement. Contractor's insurance policies listed above shall be endorsed to include the following:

1. A thirty (30) day advance written notice in the event of cancellation, non-renewal or material change of any policy.

2. The Indemnitees will be named as additional insureds (except on Workers' Compensation, and Professional Liability).

3. Cross liability coverage (Commercial General Liability and Business Automobile Liability policies only).

4. To the extent permitted by State Law, Contractor waives all rights to subrogation or similar rights against the Indemnitees.

C. Each insurance policy shall be written on a primary non-contributory coverage basis, including any

self-insured retentions, unless expressly approved by the Chappaqua Central School District, in writing.

D. Before the commencement of any work under this Agreement, Contractor shall require all insurance companies or their authorized representatives issuing policies of insurance for Contractor to certify, in duplicate, to the Chappaqua Central School District, on a form acceptable to the Chappaqua Central School District, that such policies have been issued and are currently in effect. Certificates of Insurance shall specify the additional insured status mentioned above, as well as the waivers of subrogation and that the insurance is primary. Certified copies of insurance policies procured by Contractor shall be furnished to the Chappaqua Central School District upon the request of the Chappaqua Central School District. Timely renewal Certificates of Insurance, in duplicate, shall be provided to the Chappaqua Central School District as the coverage renews.

E. Contractor shall require all of its Subcontractors (subject to approval) employed by Contractor under this Agreement to procure and maintain insurance comparable to that described in this Article. Contractor shall be held responsible for any modifications in these insurance requirements as they apply to Subcontractors. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnitees, as required herein, and make them available to the Chappaqua Central School District upon request.

F. NO PAYMENT will be made on this contract without full insurance compliance**.**

G. A fully completed New York Construction of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance.

## Indemnification Agreement

The following Indemnification Agreement shall be, and is hereby, a provision of the contract and shall be endorsed by appropriate reference to this provision, or attached to, all certificates of insurance.

"To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Chappaqua Central School District, its Board of Education, and the Chappaqua Central School District's successors, assignees, officers, directors, shareholders, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of, relating to or resulting from the performance of this Agreement, provided that such claim, damage, loss or expense is caused by the acts, errors or omissions or willful misconduct of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnification by Contractor shall not be limited by the amount or type of payments, compensation, or benefits payable by or for the Contractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. The Contractor agrees to indemnify, defend and hold the Chappaqua Central School District harmless from any claim asserted against the Chappaqua Central School District by an employee of Contractor or its Subcontractor with respect to bodily injury, sickness, disease or death."

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any rule, applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, in connection with (or arising directly or indirectly out of) errors and/or omissions and/or negligent acts by the Contractor, as aforesaid, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Chappaqua Central School Distict for damages arising out of bodily injury to persons or damage to property caused by or resulting from sole negligence of the Chappaqua Central School District.

## BONDS

To guarantee the performance of all services by the agreement, and for the payment of all personnel performing labor in connection with the agreement, the Contractor shall provide to the Chappaqua Central School District a performance bond from one or more financial institutions in the total amount of the value of one full year service of the contract.

The proceeds of the performance bond shall be made available to the Chappaqua Central School District and when the Chappaqua Central School District delivers an affidavit that the Contractor has failed to perform any of the services required by the agreement or has failed to make payment for all persons performing labor in connection with this agreement.

Any bond shall be with sureties satisfactory to the Chappaqua Central School District. If at any time any of the sureties shall be or become unsatisfactory to the Chappaqua Central School District, the Contractor shall, within ten (10) days written notice from the Chappaqua Central School District, furnish a new and additional bond in place of the one having become insufficient with such sureties as shall be satisfactory to the Chappaqua Central School District.

A bond or other sufficient surety will be provided to guarantee the payment of monies held by the Contractor due the Chappaqua Central School. Chappaqua Central School District thereof shall determine the amount.

Before beginning the Work covered by these Specifications, the CONTRACTOR shall submit to the SCHOOL DISTRICT copies of the policies of insurance described in this ARTICLE. The policy or policies shall name the Chappaqua Central School District and the Town of New Castle as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the SCHOOL DISTRICT sixty (60) days notice, in writing. In addition the SCHOOL DISTRICT shall also be notified, in writing, at least sixty, (60) days prior to any expiration of the policy or policies.

## ARTICLE 9 – MISCELLANEOUS

9.1 Definitions: Terms used in this Agreement, which are defined in ARTICLE I of the Terms and Conditions, shall have the meanings indicated in the Terms and Conditions.

9.2 Assignment: Contractor may not assign all or any portion of this contract. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another

party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Binding Commitment: SCHOOL DISTRICT and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Laws to Govern: This Contract shall be governed by the laws of the State of New York as to both interpretation and performance. Any legal action must be brought in Westchester County. The CONTRACTOR shall comply with all the applicable provisions of the Public Health Law, the Lien Law, Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the Department of Labor and/or the industrial Commissioner of the State of New York, the New York State Department of Environmental Conservation, and any applicable Federal Law, rule or regulation, and all amendments and additions thereto.

Compliance with Laws: The CONTRACTOR shall conduct operations under this Contract in compliance with all applicable laws.

9.6 Illegal Provisions: If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be effected but shall remain in full force and effect.

9.7 Permits and Licenses: The CONTRACTOR shall obtain at his own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

Performance Bond: On or before June 15th, 2022 the CONTRACTOR shall furnish to the SCHOOL DISTRICT a Performance Bond and Labor and Material Payment Bond in the form incorporated in the Contract Documents for the faithful performance of this Contract and all obligations arising hereunder in the following penal amounts as they pertain to the three sections of this Contract:

Section "A"- Refuse Collection and Disposal in the amount of the proposed Refuse Annual Grand Total Price (all locations), Dollars per Year (page 45)

Section "B" - Recyclables Collection and Disposal in the amount of the proposed Recycling Annual Grand Total Price (all locations), Dollars per Year (page 49)

Section "C" - Food Composting Collection and Disposal in the amount of the proposed Composting Annual Grand Total Price (all locations), Dollars per Year (page 51)

Proof of Insurance: On or before June 15, 2022 the CONTRACTOR shall submit to the SCHOOL DISTRICT and TOWN satisfactory copies of the policies of insurance prescribed in Article 8.

9.10 Damage to Property: CONTRACTOR agrees to repair or pay for any damages to private, public or municipal property caused by performance of this Contract.

Indemnity: The CONTRACTOR shall protect, defend, indemnify, save and hold harmless, and exempt the Town of New Castle and the Chappaqua Central School Disrict, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities of every kind and character, whether just or unjust, arising out of, resulting from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the result of the alleged active or passive negligence or culpable conduct of the SCHOOLS/TOWN or CONTRACTOR, its or their officers, agents, servants or employees or any other person. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claims, etc., at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The SCHOOLS/TOWN reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the CONTRACTOR at CONTRACTOR's expense.

9.12.1 Books and Records: The CONTRACTOR shall keep records of materials collected and/or disposed of and the charges therefore, and the SCHOOL DISTRICT shall have the right to review those records which, in any way, pertain to the payments due to CONTRACTOR or disposal facility.

9.12.2 Notice: A letter addressed and sent by Certified Mail, Return Receipt Requested, to either party at its business address shown herein shall be sufficient notice whenever required for any purpose in this Contract.

Modification: This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

Interpretation: It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract Specifications herein, or the measurements for payment thereunder, same shall be referred to and decided by the School & Town Boards and its decision thereon shall be final and conclusive upon the parties thereto.

9.16.1 Bankruptcy: It is agreed that if a petition is filed to adjudge the CONTRACTOR bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, at the option of the SCHOOL DISTRICT.

9.16.2 Discontinued Service: The CONTRACTOR shall discontinue collection service at any location only as set forth in a written notice sent to him by the SCHOOL DISTRICT and for no other reason. Upon further notification by the SCHOOL DISTRICT, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.

9.16.3 Exclusive Right: The CONTRACTOR shall be the only entity allowed to provide refuse, recyclables, and food composting collection and disposal services for the School District and/or Town owned buildings as prescribed by the limitations of this Contract.

IN WITNESS HEREOF, the parties hereto, have signed these four copies of this Agreement. Two (2) counterparts each have been delivered to THE SCHOOL DISTRICT and CONTRACTOR. All portions of the Contract Documents have been signed or identified by THE SCHOOL DISTRICT and CONTRACTOR.

CHAPPAQUA CENTRAL SCHOOL DISTICT

By: _____
Hillary Grasso, Board of Education President

Attest: _____

Address for giving notices:
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, New York 10514

CONTRACTOR:

_____

By: _____

CORPORATE SEAL

Attest: _____

Company Address for giving notices:
_____
_____
_____

(THE SCHOOL DISTRICT is a public body; attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

## III. BACKGROUND HISTORY

The School District and the Town currently contract with a private carting company to collect refuse and recyclable material from Town owned buildings and the Schools. Disposal of material is currently included in the prices. In addition, third and fourth locations are part of this contract document. The Allen Place Commercial Solid Waste District comprises of those commercial buildings located along South Greeley Avenue, King Street and North Greeley Avenue. In total there are 14 buildings and all waste and recyclable material generated from those businesses is included in these specifications. At this location there is a single centralized solid waste "corral." The South Greeley Avenue Commercial Solid Waste District comprises (12) commercial buildings containing, businesses, and apartments located along the east side of South Greeley Avenue, and north of Woodburn that make up the district. At this location there are two centralized solid waste "corrals".

# Section "A' Refuse Collection

**Description of Current Service:**

**1. Town Owned Buildings**
Refuse collection and disposal service for ***Town owned buildings*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

**NOTE: Town may or may not be part of the final contract.**

| Location | Container size | Frequency |
|---|---|---|
| Town Hall<br>200 So. Greeley Ave.<br>Chappaqua | 4 cu. Yd. | Once a week |
| Community Center<br>Senter Street<br>Chappaqua | 4 cu. Yd. | Once a week |
| Public Works<br>280 Hunts La.<br>Chappaqua | 4 cu. Yd. | Twice a week |
| Recreation and Parks<br>20 Hunts La.<br>Chappaqua | 4 cu. Yd. | Twice a week- April thru Oct.<br>Once a week – Nov. thru March |
| Art Center<br>939 Hardscrabble Rd.<br>Chappaqua | 4 cu. Yd. | Once a week |
| Water Filter Plant<br>Station Place<br>Millwood | 2 cu. Yd. | Once a week |
| Allen Place Commercial<br>Solid Waste District | 6 cu. Yd.<br>"Verti-Pak"<br>compactor | Three times a week |
| S. Greeley Avenue<br>Commercial Solid | 2 - (4) cu. Yd.<br>"Verti-Pak" | Three times a week |

| | | |
|---|---|---|
| Waste District | compactors | |
| Chappaqua Performing Arts Center | 4 cu. Yd. | Once a week |

**2. School District Owned Buildings**

Refuse and recyclables collection and disposal service for ***School owned buildings*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

| Location | Container size | Frequency |
|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 6 Yard Vertical Compactor | Once a Week – 2 Months (July – August)<br>Five times a week – 10 months<br>(September – June) |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 8 cu. Yd. | Once a Week – 2 Months (July – August)<br>Twice a week – 10 months<br>(September – June) |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 6 cu. Yd. | Once a Week – 2 Months (July – August)<br>(Summer frequency of middle schools will alternate as per School District Director of Facilities and Grounds)<br>Three times a week – 10 months<br>(Septembet – June) |
| Douglas G. Grafflin School<br>650 King St.<br>Chappaqua | 6 cu. Yd. | Once a Week – 2 Months (July – August)<br>Twice a week – 10 months<br>(September – June) |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 6 cu. Yd. | Once a Week – 2 Months (July – August)<br>Twice a week – 10 months<br>(September – June) |
| Education Center<br>66 Roaring Brook Rd<br>Chappaqua | 2 cu. Yd. | Once a week – 12 months |
| Pole Barn<br>438 Bedford Rd.<br>Chappaqua | 4 cu. Yd. | Once a week – 12 months |
| Seven Bridges Middle School<br>222 Seven Bridges Road,<br>Chappaqua | 6 cu. Yd. | Once a Week – 2 Months (July – August)<br>(Summer frequency of middle schools will alternate as per School District Director of Facilities and Grounds)<br>Four times a week – 10 Months<br>(September – June) |

**3. Chappaqua Library**
Refuse and recyclables collection and disposal service for ***Chappaqua Library*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

**NOTE: Library may or may not be part of the final contract.**

| Location | Container size | Frequency |
|---|---|---|
| Chappaqua Library | 2 cu. Yd. | Once a week – 12 months |

## Section "B" Paper/Cardboard Collection

**Description of Current Service:**

**1. Town Owned Buildings**
Recycling collection and disposal service for ***Town Owned buildings*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

**NOTE: Town may or may not be part of the final contract.**

| Location | Container size | Frequency |
|---|---|---|
| Allen Place Commercial Solid Waste District | 6 cu. Yd. "Verti-Pak" compactor | Three times a week – 12 months |
| S. Greeley Avenue Commercial Solid Waste District | 2 – (8) cu. Yd | Three times a week – 12 months |

**2. School District Owned Buildings**
Recycling collection and disposal service for ***School District buildings*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

| Location | Container size | Frequency |
|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 8 cu. Yd. | Once a week – 2 months (July-August)<br>Three times a week – 10 months (September-June) |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 6 cu. Yd. | Once a week – 12 months |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 6 cu. Yd. | Once a week – 2 months (July-August)<br>Twice a week – 10 months (September-June) |
| Douglas G. Grafflin School<br>650 King St.<br>Chappaqua | 4 cu. Yd. | Once a week – 12 months |
| Westorchard School | 4 cu. Yd. | Once a week – 12 months |

| | | |
|---|---|---|
| 25 Granite Rd.<br>Millwood | | |
| Seven Bridges Middle School<br>222 Seven Bridges Road,<br>Chappaqua | 8 cu. Yd. | Once a week – 2 months (July-August)<br>Twice a week – 10 months<br>(September-June) |
| Education Center<br>66 Roaring Brook Rd<br>Chappaqua | 2 cu. Yd. | Once a week – 12 Months |
| Pole Barn<br>438 Bedford Rd.<br>Chappaqua | 6 cu. Yd. | Once a week – 12 months |

**3. Chappaqua Library**

Recycling collection and disposal service for ***Chappaqua Library*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

**NOTE: Library may or may not be part of the final contract.**

| Location | Container size | Frequency |
|---|---|---|
| Chappaqua Library | 2 cu. Yd. | Once a week – 12 months |

A description of materials currently accepted in the Recycling collection program is as follows:

**Commingled Paper**
Newspaper including all inserts
Magazines
Catalogs
Promotional Mail
Office Waste
Telephone Books
Corrugated Cardboard

## Commingled Containers Collection

**1. Town Owned Buildings**

| Location | Container size | Frequency |
|---|---|---|
| Allen Place Commercial Solid Waste District | 8 cu. Yd | Once a week – 12 months |
| S. Greeley Avenue Commercial Solid Waste District | 2 - (2) cu. Yd | Once a week – 12 months |

**2. School District Owned Buildings**

| Location | Container size | Frequency |
|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 4 cu. Yd. | Once a week – 10 months |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 4 cu. Yd. | Once a week – 10 months |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 2 cu. Yd. | Once a week – 10 months |
| Douglas G. Grafflin School<br>650 King St.<br>Chappaqua | 2 cu. Yd. | Once a week – 10 months |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 2 cu. Yd. | Once a week – 10 months |
| Seven Bridges Middle School<br>222 Seven Bridges Road,<br>Chappaqua | 2 cu. Yd. | Once a week – 10 months |

**3. Chappaqua Library**

| Location | Container size | Frequency |
|---|---|---|
| Chappaqua Library | 2 cu. Yd. | Once a week – 12 months |

A description of materials currently accepted in the Recycling collection program is as follows:

**Commingled Containers**
Glass Bottles and Jars of all colors plastic containers,
#1 and #2, Metal food cans such as, soup, soda, tomato sauce, etc.

# Section "C" Food Composting

**Description of Current Service:**
Recycling collection and disposal service for ***School District buildings*** is currently being provided to the following buildings with the size of the contractor supplied containers and frequency as noted.

| Location | Container size | Frequency |
|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 12 Totters | Three times a week – 10 months<br>(September – June) |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 5 Totters | Three times a week – 10 months<br>(September – June) |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 8 Totters | Three times a week – 10 months<br>(September – June) |
| Douglas G. Grafflin School<br>650 King St.<br>Chappaqua | 5 Totters | Three times a week – 10 Months<br>(September – June) |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 5 Totters | Three times a week – 10 months<br>(September – June) |
| Seven Bridges Middle School<br>222 Seven Bridges Road,<br>Chappaqua | 8 Totters | Three times a week – 10 months<br>(September – June) |

A description of materials currently accepted in the Food Composting program is as follows:

**Food Composting**
Food Waste
Biodigradable Napkins
Biodigradable Utensils
Biodigradable Milk Cartons
Biodigradable Trays

Please note: Non bio-degradable items or plastic to be included

# Section "D" Dumpsters – Optional Services

**Description of Optional Services:**
Dumpster services for ***School District buildings*** as needed. This includes closed recycling contatiners for computers, television monitors, electronics, batteries, ballists and light bulbs.

| Location | Container size | Frequency |
|---|---|---|
| Various Buildings – Closed Recyling Container | 30 Yard | Per Pull as needed |
| Various Buildings – Regular Dumpster | 30 Yard | As needed |
| | | |

A description of materials currently accepted in the Dumpsters program is as follows:

**Dumpsters**
Computers
Television Monitors
Electronics
Batteries
Ballists
Light Bulbs

## IV. TECHNICAL SPECIFICATIONS

1. Service:

All School and Town buildings must be serviced at a mutually agreed upon schedule as per the frequencies specified later in Heading V. Forms and Exhibits, Section "A" Price Proposal.
All School and Town buildings must be serviced for collection of recyclables as per the frequencies as specified in Heading V. Forms and Exhibits, Section "B" Price Proposal. ***It should be understood by all potential proposers that recyclable material which is source separated must be collected in such a manner that the material remains source separated and not be commingled with refuse or other waste streams.***

2. Containers:

All buildings must be supplied with containers that are to be supplied by the CONTRACTOR at his sole expense. CONTRACTOR will solely be responsible for all costs of installing the containers and removal of the containers at the expiration of the term of this agreement. All containers must be kept in good working order, with lids, non-leaking and free of graffiti.
**Recycling Containers must be clearly labeled "Recycling" on the outside of the container**.

3. Basic Service Standards:

a) Quantity: The CONTRACTOR shall pick up all solid waste placed in approved refuse and recycling containers.

b) Hours: Collection shall be made between 7:00 a.m. and 10:00 a.m. with no service on Saturday or Sunday except in time of emergency. Under no circumstance will Contractor be allowed to perform collection duties before or after the times stated above.

c) Spillage and Litter: The CONTRACTOR shall not litter premises in the process of making collections, but he shall not be required to collect any waste material that has not been placed in an approved container or in a manner consistent with the New Castle Code. During hauling, all refuse shall be contained, tied or closed so that leaking, spilling or blowing are prevented. Every vehicle used by the CONTRACTOR for removal or transportation of garbage, rubbish or refuse shall carry at least one (1) shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected. In the event of spillage by the CONTRACTOR, the CONTRACTOR shall promptly clean up the litter. The CONTRACTOR is not required to clean up refuse spilled prior to collection. Chronic problems with spilled refuse should be referred by the CONTRACTOR to the SCHOOL DISTRICT and/or TOWN depending on where the chronic problems occur.

d) Collection Location: All refuse materials shall be placed in the provided container at a location prior to scheduled collection that is readily accessible to the CONTRACTOR's personnel.

e) Holidays: The CONTRACTOR shall not be required to, but may, pick up refuse on legal holidays.

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

If the holiday falls on a normal collection day then the CONTRACTOR must collect either the day before or after the holiday so as to insure that the number of pickups does not change.

f) Vicious Dogs: Employees of the CONTRACTOR shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder.

g) Disturbance: The CONTRACTOR shall make collections of refuse with as little disturbance as possible. Refuse containers shall be thoroughly emptied.

h) Professionalism: The work of the CONTRACTOR shall be done in a prompt, proper, and workmanlike manner, satisfactory to the SCHOOLS and TOWNS and subject to all laws of the SCHOOL DISTRICT or rules and regulations of other authorities applicable thereto.

i) Schedule: If due to unsuitable weather or any other unforeseeable obstacle, the CONTRACTOR fails to furnish the collection on the scheduled days, the CONTRACTOR will proceed to the next day's route and in addition to that must complete what was left over from the preceding day. Under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable. If roads are impassable, as determined by the Town Supervisor or his designated representative, the routes will be completed as soon as possible after road clearing. If CONTRACTOR finds impassable road conditions, the TOWN'S Commissioner of Public Works or his representative shall immediately be notified by CONTRACTOR. If TOWN clears the road within one (1) hour of notification, then CONTRACTOR shall complete collections on the same day.

4. Extraordinary Materials: Hazardous materials, body waste, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the CONTRACTOR unless specifically requested by the TOWN and/or SCHOOL DISTRICT and agreed to by the CONTRACTOR. Payment will be made by the TOWN and/or SCHOOL DISTRICT to the CONTRACTOR for such hauling. Disposal of such extraordinary materials shall be the responsibility of the CONTRACTOR. CONTRACTOR assumes full responsibility for complying with all federal, state, county and Town laws, rules and regulations in the handling, transportation and

disposal of extraordinary materials, and will indemnify the TOWN and SCHOOL DISTRICT for any liabilities associated therewith.

5. Collection Equipment:

a) The CONTRACTOR shall have on hand at all times in good working order such equipment as shall permit the CONTRACTOR, adequately and efficiently, to perform his duties hereunder. Additionally, the CONTRACTOR's name must be legible on both sides of the vehicle with large enough lettering to be plainly visible at a distance of fifty (50) feet.

b) Refuse collection equipment shall be enclosed load packer type front load, and shall be kept in good repair and appearance in a sanitary, clean condition at all times. The CONTRACTOR shall have available to him at all times reserve equipment, which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the CONTRACTOR to perform his duties hereunder.

c) Every vehicle used by the CONTRACTOR in the performance of these Specifications shall be equipped with appropriate lighting and noise devices, which are activated when the vehicles are in reverse gear.

d) All equipment shall be kept at all times in a sanitary condition and the judgment of the SCHOOL DISTRICT and TOWN or its agent shall be binding in this regard. Whatever vehicles are used under the Contract, the same must be kept covered at all times except when receiving and dumping refuse or recyclable materials pursuant to the New Castle Code.

e) All equipment and vehicles shall conform to all State and Federal emission standards.

6. Office: The CONTRACTOR shall establish and maintain an office having a local phone number where service may be applied for and complaints can be made. It shall have a responsible person in charge during collection hours, and shall be open during normal business hours 8:30 A.M. to 5:00 P.M., Monday through Friday. A telephone answering service or answering machine capable of recording requests, complaints and questions shall be operative twenty-four (24) hours per day, seven (7) days per week. The CONTRACTOR shall provide means to correct a reported missed pickup each weekday until 4:30 p.m.

7. Disposal of Refuse: All acceptable solid wastes collected pursuant to this Contract shall be disposed of by CONTRACTOR at his sole expense at a duly licensed, permitted transfer station.
Disposal & Marketing of Recyclables: All recyclables collected pursuant to this Contract, shall be disposed of by the CONTRACTOR at his sole expense and at a duly licensed, permitted recycling facility or Material Recovery Facility (MRF).
Disposal of Food Compost: All acceptable compost collected pursuant to this Contract shall be disposed of by CONTRACTOR at his sole expense at a duly licensed, permitted transfer station.

8. Prevailing Wages

As required per Section I: INFORMATION FOR BIDDERS, Number 6. Proposal Requirements and Section V: FORMS AND EXIHIBITS – CHECKLIST, CONTRACTOR is required to submit a prevailing wage schedule provided by New York State. The schedule is available on the New York State Department of Labor web site at www.labor.ny.gov. Please specifically look under the **PRC number 2022900341** (Westchester County). Submittal of Page 7 and the pages which apply closest to the field of work for the prevailing wage schedule provided by New York State are required as part of the bid submission.

9.. CONTRACTOR's Personnel:

a) The CONTRACTOR shall assign, and maintain at all times, a qualified person or persons to be in charge of his operations in the SCHOOL DISTRICT and shall give the name or names to the SCHOOL DISTRICT; information regarding experience shall also be furnished.

b) The CONTRACTOR's collection employees shall wear a clean uniform bearing the company's name.

c) Each driver shall, at all times, carry a valid driver's license for the type of vehicle being driven.

d) The SCHOOL DISTRICT and/or TOWN may request the removal from work under this Contract of any employee of the CONTRACTOR who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. CONTRACTOR will reply with said request within forty eight (48) hours.

e) The CONTRACTOR shall provide operating and safety training for all personnel.

f) Wages of all employees of the CONTRACTOR shall equal or exceed the prevailing wage rates attached with these Contract Documents.

g) No person shall be denied employment by the CONTRACTOR for reasons of race, color, religion, gender or national origin.

10. Upon failure of the CONTRACTOR to remove any item that this Contract specifies or upon his failure to return for pickup of any spillage or failure to fulfill any other requirement of this Contract, the CONTRACTOR shall be given twenty-four (24) hours notice to correct the situation, and if it is not corrected within twenty-four (24) hours, the CONTRACTOR will be charged an amount not to exceed Two Hundred Dollars ($200.00) per breach in any one (1) day, as liquidated damages. Such cost shall be deducted from any money due or which may become due the CONTRACTOR. Unresolved disputes between the CONTRACTOR and the SCHOOL DISTRICT and/or TOWN shall be decided by an official appointed by the SCHOOL DISTRICT. CONTRACTOR must have a listed telephone connection in his

office as described in paragraph 8 of this ARTICLE. All calls relating to the services herein required to be performed shall be kept in a written log by the CONTRACTOR. The CONTRACTOR shall certify the accuracy of each daily log and furnish same to the SCHOOL DISTRICT on a monthly basis.

11. Notwithstanding the provisions of paragraph 9, above, if at any time the CONTRACTOR fails to perform the work in complete accordance with the Specifications, or if he performs the work in an unsatisfactory manner, or if he abandons the work, the Board of Education shall have the right and power by resolution to terminate the Contract at once by mailing a certified copy of said resolution by registered mail to the principal place of business of the CONTRACTOR within forty-eight (48) hours of the passage of such resolutions.

12. There shall be no assignment or subcontracting of the Contract nor of any part thereof, nor of any interest therein, unless consented to in writing by the SCHOOL DISTRICT.

13. Enforcement of Recycling Laws: Town Code provides that newspapers and magazines, corrugated cardboard, and mixed commingled recyclables shall not be intermingled with refuse and must be separated out and placed in approved recyclable containers (see New Castle Town Code Subsection 73-4). CONTRACTOR agrees to use its best efforts in assisting the SCHOOL DISTRICT in enforcing its recycling laws as they presently exist or as they may be amended from time to time.

14. Food Composting: CONTRACTOR must demonstrate ability to provide cart food composting materials from the various schools and transport them to a food composting station. CONTRACTOR must also provide them name of the food composting station.

## V. FORMS AND EXHIBITS – CHECKLIST

All bid submissions must include all of the following required documents:

- ☐ Form of Aggreement – **Pages 7 – 15**
- ☐ Performance Bond – **Per Description on Pages 12**
- ☐ Pages 7 and the pages which apply closest to the field of work for the prevailing wage schedule provided by New York State. Schedule is available on the NYS Dept. of Labor web site at www.labor.ny.gov. Please specifically look under the PRC number **2022900341**(Westchester County) – **Per Description on Page 26.**
- ☐ Written Proof of demonstrative ability to cart food composting materials as well as specify name of composting station - **Per description on Page 27**
- ☐ Proposer's Financial Statement – **Page 30 – 32**
- ☐ Proposer's Qualifications Statement plus requsted paperwork– **Page 33 – 36**
- ☐ Disclosure Statement – **Per description listed on Page 37 – 38**
- ☐ Statement of Non-Discrimination – **Page 38**
- ☐ Insurance Statement – **Per description listed on Page 38**
- ☐ Insurance Certification – **Page 39**
- ☐ List of Subcontractors form – **Pages 40 - 41**
- ☐ Section A – Refuse Collection & Disposal
  - ☐ Paperwork for Operating Plan – **Per description listed on Page 42**
  - ☐ Price Proposal Form – **Pages 43 – 46**
- ☐ Section B – Recyclables Collection & Disposal
  - ☐ Paperwork for Operating Plan – **Per description listed on Page 47**
  - ☐ Price Proposal Forms – **Pages 48 – 52**
- ☐ Section C – Food Composting
  - ☐ Paperwork for Operating Plan – **Per description listed on Page 53**
  - ☐ Price Proposal Forms – **Page 54**
- ☐ Section D – Dumpster – Optional Services
  - ☐ Paperwork for Operating Plan – **Per description listed on Page 55**
  - ☐ Price Proposal Forms – **Page 56**
- ☐ Section E – Annual Total Chart Proposal – **Page 57**
- ☐ Section F – Billing and Payment Proposal – **Page 58 – 60**
- ☐ Bid Proposal Certification/Non-Collusive Bidding Certification – **Page 61**

- ☐ Bid Form and Specifications Document – This document must be notarized otherwise bid will not be accepted. – **Page 62**

*Note: If the proposal is submitted as a joint venture between two (2) or more entities, then the above requirements must be submitted for each entity of the joint venture.

**Please include this checklist with bid submission. All required items must be included otherwise bid will not be accepted.**

## *Proposer's Financial Statement*

Conditions at the close of business _____, 20___.

ASSETS

1. Cash:
   a. On hand $
   b. In bank(s) $
      (Give names and addresses of Banks)
   c. Elsewhere $

2. List names of any other banks and their addresses at which you do business

3. Notes receivable:
   a. Due within 30 days $
   b. Due after 90 days $
   c. Past due $

3. Accounts receivable from completed contracts exclusive of claims not approved for payment. $

3. Accounts receivable from sources other than construction contracts. $

6. Deposits for Proposals or other guarantees:
   a. Recoverable within 90 days $
   b. Recoverable after 90 days $

7. Real Estate:
   a. Used for business purposes; appraised value $
   b. Not used for business purposes $

8. Materials in stock:
   a. For uncompleted contracts (present value) $
   b. Other materials (present value) $

9. Equipment – Book Value $

10. Furniture and fixtures – Book Value $

11. Other Assets: $

**TOTAL ASSETS:** **$_____**

LIABILITIES*

| | | |
|---|---|---|
| 1. | Notes payable: | |
| | a. To banks or other financial institutions, secured by equipment | $ |
| | b. To banks or other financial institutions, secured by assets other than equipment | $ |
| | c. To others | $ |
| 2. | Accounts payable | |
| | a. Past due | $ |
| | b. Not past due | $ |
| 3. | Other Liabilities: | $ |
| 4. | Capital stock paid up: | |
| | a. Common | $ |
| | b. Preferred | $ |
| 5. | Surplus (net worth): | |
| | a. Earned | $ |
| | b. Unearned | $ |
| | **TOTAL LIABILITIES** | **$**_____ |

* Include all amounts owing subcontractors for all work in place and accepted on completed and uncompleted contracts including retainage.

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold $

2. Liability on accounts receivable pledged, assigned or sold $

3. Other contingent liabilities (describe same) $

**TOTAL CONTINGENT LIABILITIES:** **$_____**

The undersigned hereby swears under penalty of perjury that the foregoing is a true statement of the financial condition of the proposer, as of the date hereof, that this statement is for the express purpose of inducing the party to whom it is submitted to award the proposer a contract, and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Dated this _____ day of _____, 20__

_____
Name of Organization

BY _____

TITLE _____

Sworn to before me this _____ day of _____, 20__

_____
Notary Public

## *PROPOSER'S QUALIFICATIONS STATEMENT*

The Proposer shall complete and submit with its proposal responses to the following items. The information submitted in the proposal as accepted by the School District shall be considered to be part of the Proposer's "Operating Plan." The entire Operating Plan (including accompanying drawings) submitted by the selected Proposer and accepted by the School District will be made a part of the Contract.

Submitted by: _____
_____
_____

Contact Person:_____

1. Type of Organization: _____
(e.g. corporation, joint venture, partnership, individual)

2. Name of Parent Company, if any: _____

3. Names of Affiliate Companies*, if any: _____

---

4. Identity of Joint Venture Partners, if any: _____

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5. Financial References:
Bank:_____

Major material supplier:_____

6. New York Surety:_____

7. Identify of Financial Guarantor:_____

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*AFFILIATE COMPANIES ARE DEFINED AS FOLLOWS: Any parent (meaning any individual or entity owning in excess of 5% of the Contractor); any individual or entity having parent, grandparent, etc., status over any parent; companies in which any such parent owns, directly or indirectly or through partially-owned or wholly-owned subsidiaries, in excess of 5% interest; any partner or co-venturer or joint –venture arrangement is in connection with this contract.

8. Brief history of Proposer(s) involved in the Proposal (attach additional sheets if necessary): _____

---

9. In what other lines of business is Proposer directly or indirectly involved: _____

---

10. With what individual or entities have you been associated as partner or otherwise during the past five years? _____

---

11. Describe the principal and any secondary nature of your current business: _____

12. State the length of time you have been in that business under your present name and identify all other names under which you have done business: _____

13. Has any facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulation? If so, state the details and disposition: _____

14. List the names, addresses, and telephone numbers and contact person of municipalities which have utilized your services. List at least 5 years, preferrebly the most recent 10 years: _____

15. Are you, your partners, joint ventures, parent corporation or subsidiaries a party to any legal actions that may affect your ability to perform the obligations described in your Proposal? If so, identify these actions: _____

16. State Social Security Number, Date of Birth, Name and Address of all officers and stockholders, or partners, if a partnership. _____

17. Number of years your organization has been in business under its present name. _____

18. If a corporation:

(a) Date of incorporation _____

(b) State incorporated _____

(c) Names of officers of corporation:

President _____
Vice President _____
Treasurer _____
Secretary _____

19. If individual proprietorship or partnership:

(a) Date organized _____

(b) Names and addresses of all partners _____
(state whether general or limited partners): _____

20. If other than corporation or partnership, describe organization and give names, addresses, Social Security numbers, and date of birth of principals:

21. State the percentage of work normally performed by your own employees and by subcontractors:

employees _____%
subcontractors _____%

22. Please circle the answers to the following questions:

(a) Have you ever terminated work on a contract prior to its completion:

Yes No

(b) Has any surety which ever issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf?

Yes No

(c) Has any surety expended any monies in connection with a contract for which it furnished a bond in your behalf?

Yes No

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES", ATTACH SEPARATE SHEETS ON WHICH YOU MUST FURNISH THE DETAILS OF ALL SUCH OCCURRENCES, INCLUDING THE NAME AND ADDRESS OF THE SURETY, THE NAME, LOCATION AND DATE OF THE PROJECT AND AN EXPLANATION OF THE REASONS FOR THE OCCURRENCE.

23. Please circle the answers to the following questions:

(a) Has any officer, director, partner or principal of your organization ever been an officer, director, partner or principal of another organization that terminated work on a contract prior to its completion?

Yes No

(b) Has any surety which ever issued a performance bond on behalf of such other organization ever completed the work in its own name or financed such completion on behalf of such other organization?

Yes No

(c) Has any surety expended any monies in connection with a contract for which it furnished a bond on behalf of such other organization?

Yes No

24. Please circle the answers to the following questions:

(a) Has any officer, director, partner or principal of your organization ever failed to complete a contract handled in his/her name?

Yes No

(b) Has any surety which ever issued a performance bond on behalf of such officer, director, partner or principal of your organization ever completed the work in its own name or finance such completion on behalf of such
officer, director, partner or principal of your organization?

Yes No

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES", ATTACH SEPARATE SHEETS ON WHICH YOU MUST FURNISH THE DETAILS OF ALL SUCH OCCURRENCES, INCLUDING THE NAME AND ADDRESS OF THE SURETY, THE NAME, LOCATION AND DATE OF THE PROJECT AND AN EXPLANATION OF THE REASONS FOR THE OCCURRENCE.

25. List previous experience in providing Solid Waste Services.

26. List the name and experience of the principal individuals of your organization. List present position, years of experience, type of work for which individuals are responsible and in what capacity.

## *Disclosure Statement*

1. Each proposer (hereinafter "Applicant") must submit a statement, sworn to by a high managerial agent thereof, disclosing whether:

   a. The Applicant has been determined in an administrative, civil or criminal proceeding to have violated any provision of the New York Environmental Conservation Law ("ECL"), any related order or determination of the Commissioner of the New York State Department of Environmental Conservation , any regulation promulgated pursuant to the ECL, any condition of any permit issued thereunder, or any similar statute, regulation, order or permit condition of the federal government or the government of any other state.

   b. The Applicant has been denied a permit or contract for the collection, transportation, storage or disposal of solid or hazardous waste based upon one or more of the provisions of the ECL or a similar provision of federal or other state law or any municipal law, or any regulation promulgated thereunder.

   c. In any matter or activity involving the collection, transportation, storage or disposal of solid or hazardous waste, the Applicant has been found in a civil proceeding to have committed a negligent or intentionally □ortuous act, or has been convicted in a criminal proceeding of a criminal act.

   d. The Applicant has been convicted of a criminal offense under the laws of any state or of the United States which involves a violent felony offense, fraud, bribery, perjury, theft, price fixing, proposal rigging, or any offense against public administration as that term is used in Article 195 of the New York Penal Law.

2. As used hereunder, "Applicant" includes:

   a. The proposer

   b. Any individual or entity owning in excess of five per cent of the proposing company

   c. Every high managerial agent, director or officer of the contractor or Proposer

   d. Every high managerial agent, director or officer of any entity owning in excess of five per - cent of the proposing company.

3. The term "high managerial agent" has the same meaning as is given that term in Sec. 20.20 of the New York Penal Law.

   a. The School District shall consider the information submitted pursuant to Paragraph 1 hereof, and may refuse to award a contract to any Proposer or contractor based on such information.

   b. A contractor's or Proposer's material misstatement in or omission from any disclosure required pursuant to Paragraph 1 hereof may serve as the basis for cancellation of a contract awarded to such contractor or Proposer.

c. Events that occurred more than ten years prior to the date of the submission required under Paragraph 1 hereof need not be disclosed, except that felony convictions must be disclosed regardless of when they occurred.

## ***STATEMENT OF NON-DISCRIMINATION***

ALL PROPOSERS AND CONTRACTORS MUST AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, SEX, SEXUAL ORIENTATION, COLOR OR NATIONAL ORIGIN; AND THAT ALL PROPOSERS AND CONTRACTORS MUST FURTHER AGREE THAT ALL APPLICANTS FOR EMPLOYMENT AND ALL EMPLOYEES WILL BE TREATED WITHOUT DISCRIMINATION BECAUSE OF THEIR RACE, CREED, SEX, SEXUAL ORIENTATION, COLOR OR NATIONAL ORIGIN.

Acknowledgment:

CONTRACTOR: _____

BY: _____

### ***IRAN DIVESTMENT ACT***

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 if its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

## Insurance Statement

Attach Certificates of Insurance or a letter from Proposers Insurance Company attesting to the ability of the Proposer to obtain the prescribed insurance (See Agreement Terms and Conditions”). It is not necessary to have the Chappaqua Central School District and the Town of New Castle named, as additionally insured for the proposal but it will be required in the event of an award of the Proposal and pursuant to the specifications.

## Insurance Certification

The insurance certification form located on the next page must be completed by the contractor’s insurance representative and be enclosed as part of the bid submission.

# Insurance Certification

**Bid or Project No. #_____ Name of Project: _____**

Your insurance representative must complete the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

**Insurance Representative's Acknowledgment:**
We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

_____

_____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____ _____
*Insurance Representative*

**Bidder's Acknowledgment:**
I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my bid and award to the next lowest bidder. Firm Name:

Firm Name: _____

Address: _____

_____

_____

Date: _____ _____
*Bidder's Signature*

# CHAPPAQUA CENTRAL SCHOOL DISTRICT

**CCSD BID # B2022-03: SOLID WASTE SERVICES FOR BUILDINGS OWNED BY THE CHAPPAQUA CENTRAL SCHOOL DISTRICT AND THE TOWN OF NEW CASTLE**

## LIST OF SUBCONTRACTORS FORM

If bidder will be utilizing the services of Subcontractors, General Municipal law requires bidders to provide a list of Subcontractors as part of bid submission.

The bidder understands that failure to submit the required Subcontractor information on this form will result in rejection of bid, and the Company agrees to employ the Subcontractors specified below. (Use additional Sheets as necessary).

Even if the project will be self-performed by the bidder, this form must still be signed by the bidder as well as be included with the bid submission.

Note: This list of Subcontractors shall not be modified after the bid opening without a showing of good cause and the written consent of Chappaqua Central School District.

IF PROJECT WILL BE SELF-PERFORMED BY BIDDER

The undersigned herby certifies that their company/firm will be performing the work for the project exclusively without the utilization of any subcontractors.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name & Title: _____

_____

Company Name _____

Or

IF PROJECT WILL BE PERFORMED BY BIDDER ALONG WITH UTILIZATION OF SUBCONTRACTORS

Bidder will be utilizing the services of the following listed Subcontractors:

| Type of Work | Corporate Name of Subcontractor | Subcontractor Primary Contact Person & Telephone Number | Subcontractor's License Number (if applicable) | Percentage of Work or Dollar Amount |
|---|---|---|---|---|
| Other Trade Subcontractor | | | | |
| Other Trade Subcontractor | | | | |
| Other Trade Subcontractor | | | | |
| Other Trade Subcontractor | | | | |

The undersigned herby certifies that their company/firm will be utilizing the above list of Subcontractors to perform the work for the project.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name & Title: _____

_____

Company Name _____

## Section A: Refuse Collection and Disposal

## Operating Plan

On additional sheets of paper, each proposer must submit an Operating Plan for Section A: Collection and Disposal of Refuse. The Operating Plan must, at a minimum, include the following:

- Specifically identify quantity and types of all mobile equipment, rolling stock, trucks, garage and repair facilities, etc. that will be used in the operation.

- A list of municipal refuse collection contracts that the proposer currently holds indicating the term of the contract, and the municipality's contact person with his title and telephone number.

- A copy of contractor's permits including: Westchester County Health Dept., Westchester County DEF Haulers License.

- A copy of the operating permit for the facility that will be receiving the refuse.

## *Section A: Refuse Collection and Disposal Price Proposal Form*

**NOTE: Town may or may not be part of final contract.**

The undersigned Proposer, being familiar with the Contract Documents and all matters affecting the cost of the Work, hereby proposes to complete all Work as specified in the Contract Documents for the following prices:

Refuse Collection and Disposal Proposal:
(Note: See Service Specifications for specification of work to be performed under Proposal.)

# REFUSE – Monthly Fee per Container Charge:

**1. Town Owned Buildings**

| Location | Container size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service* |
|---|---|---|---|---|
| Town Hall<br>200 So. Greeley Ave.<br>Chappaqua | 4 cu. Yd. | Once a week | $_____/month | $_____ Per Pull |
| Community Center<br>Senter Street<br>Chappaqua | 4 cu. Yd. | Once a week | $_____/month | $_____ Per Pull |
| Public Works<br>280 Hunts La.<br>Chappaqua | 4 cu. Yd. | Twice a week | $_____/month | $_____ Per Pull |
| Recreation and Parks<br>20 Hunts La.<br>Chappaqua | 4 cu. Yd. | Twice a week- April – October<br>Once a week – November – March | April – October<br>$_____/month<br>November – March<br>$_____/month | $_____ Per Pull |
| Art Center<br>939 Hardscrabble Rd.<br>Chappaqua | 4 cu. Yd. | Once a week | $_____/month | $_____ Per Pull |
| Water Filter Plant<br>Station Place<br>Millwood | 2 cu. Yd. | Once a week | $_____/month | $_____ Per Pull |

| | | | | |
|---|---|---|---|---|
| Allen Place Commercial Solid Waste District | 6 cu. Yd "Vertipak" Compactor | Three times a week – 12 months | $_____/month | $_____ Per Pull |

| | | | | |
|---|---|---|---|---|
| S. Greeley Avenue Commercial Solid Waste District | 2 – (4) cu. Yd "Vertipak" Compactors | Three times a week – 12 months | $_____/month | $_____ Per Pull |
| Chappaqua Performing Arts Center | 4 cu. Yd | Once a week – 12 months | $_____/month | $_____ Per Pull |

* In the event additional service is required for this location.

ANNUAL TOWN REFUSE TOTAL $_____/year

**2. School Owned Buildings**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service * |
|---|---|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 6 Yard Vertical Compactor | Once a Week – 2 Months (July – August), Five times a Week – 10 Months (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____ Per Pull |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 8 cu. Yd. | Once a Week – 2 Months (July – August), Twice a Week – 10 Months (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____ Per Pull |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 6 cu. Yd. | Once a Week – 2 Months (July – August), Three times a Week – 10 Months (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____ Per Pull |

| | | | | |
|---|---|---|---|---|
| Douglas G. Grafflin School<br>650 King St. Chappaqua | 6 cu. Yd. | Once a Week-2 Months (July – August), Twice a Week – 10 Months (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____<br>Per Pull |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 6 cu. Yd. | Once a Week-2 Months (July – August), Twice a Week – 10 Months – (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____<br>Per Pull |
| Education Center<br>66 Roaring Brook Rd<br>Chappaqua | 2 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Pole Barn<br>438 Bedford Rd.<br>Chappaqua | 4 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Seven Bridges Middle School<br>222 Seven Bridges Road, Chappaqua | 6 cu. Yd. | Once a Week – 2 months (July August), Four Times a Week – 10 Months (September – June) | July-August<br>$_____/month<br><br>September – June<br>$_____/month | $_____<br>Per Pull |
| Dumpster as needed | 30 Yd. | As needed | $_____/per container | $_____<br>Per Pull |

ANNUAL SCHOOL DISTRICT REFUSE TOTAL $_____/year

DUMPSTER AS NEEDED $_____/eac

**3. Chappaqua Library**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service * |
|---|---|---|---|---|
| Chappaqua Library<br>195 South Greeley Avenue<br>Chappaqua | 2 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |

* In the event additional service is required for this location.

ANNUAL LIBRARY REFUSE TOTAL $_____/year

GRAND REFUSE TOTAL (ALL LOCATIONS) $_____/year

Signatures: _____ Date: _____
This proposal is made by:

Name _____
Address _____

## Section B: Recyclables Collection and Disposal

**Operating Plan**

On additional sheets of paper, each proposer for Section B: "Recyclables Collection and Disposal" must submit an Operating Plan. The Operating Plan must, at a minimum, include the following:

- Specifically identify quantity and types of all mobile equipment, rolling stock, facility structures, etc. that will be used in the operation. **Also, indicate the current number of commercial recycling routes and the impact this contract (additional locations) will have on the existing workload.**

- Specify materials that will be accepted and any required special preparation of material.

- Describe the proposed receiving/transfer operation at each facility at which it proposes to accept the Recyclable Material.

- A list of municipal recycling contracts that the proposer currently holds indicating the term of the contract, and the municipality's contact person with his title and telephone number.

- A copy of the operating permit for the material receiving facility.

***Section B: Recyclables Collection and Disposal***
***Price Proposal Form***

The undersigned Proposer, being familiar with the Contract Documents and all matters affecting the cost of the Work, hereby proposes to complete all Work for Section "B" as specified in the Contract Documents for the following prices:

(Note: i. See Technical Specifications for specification of work to be performed under Section B.)

## Monthly Fee per Container Charge:

## Paper/Cardboard Collection

1. **Town Owned Buildings**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull – Additional Service * |
|---|---|---|---|---|
| Allen Place Commercial Solid Waste District | 6 cu.Yd. "Verti-pak" compactor | Three times a week – 12 months | $_____/month | $_____ Per Pull |
| S. Greeley Avenue Commercial Solid Waste District | 2 – (8) cu. Yd. | Three times a week – 12 months | $_____/month | $_____ Per Pull |

* In the event additional service is required for this location.

ANNUAL TOWN PAPER / CARDBOARD TOTAL $_____/year

**2. School District Owned Buildings**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull – Additional Service * |
|---|---|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 8 cu. Yd. | Once a week – 2 months (July – August)<br>Three times a Week – 10 months (September-June) | July – August<br>$_____/month<br><br>September – June<br>$_____/month | $_____<br>Per Pull |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 6 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 4 cu. Yd. | Once a Week – 2 months (July – August)<br>Twice a week – 10 months (September-June) | July – August<br>$_____/month<br><br>September – June<br>$_____/month | $_____<br>Per Pull |
| Douglas G. Grafflin School<br>650 King St.<br>Chappaqua | 4 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 2 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Seven Bridges Middle School<br>222 Seven Bridges Rd.<br>Chappaqua | 8 cu. Yd. | Once a Week – 2 months (July – August)<br>Twice a week – 10 months (September-June) | July – August<br>$_____/month<br><br>September- June<br>$_____/month | $_____<br>Per Pull |
| Education Center<br>66 Roaring Brook Rd.<br>Chappaqua | 2 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |
| Pole Barn<br>438 Bedford Rd.<br>Chappaqua | 6 cu. Yd. | Once a Week – 12 Months | $_____/month | $_____<br>Per Pull |

* In the event additional service is required for this location.

ANNUAL SCHOOL PAPER / CARDBOARD TOTAL $_____/year

**3. Chappaqua Library**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull – Additional Service * |
|---|---|---|---|---|
| Chappaqua Library<br>195 Greeley Avenue<br>Chappaqua | 2 cu. Yd. | Once a Week – 12 months | $_____/month | $_____<br>Per Pull |

ANNUAL LIBRARY PAPER / CARDBOARD TOTAL $_____/year

## Commingled Containers Collection

**1. Town Owned Buildings**

| Location | Container size | Frequency | Proposed Monthly Cost<br>$/ Month | Unit Cost Per Pull – Additional Service* |
|---|---|---|---|---|
| Allen Place Commercial Solid Waste District | 8 cu. Yd. | Once a week – 12 months | $_____/ month | $_____<br>Per Pull |
| S. Greeley Avenue Commercial Solid Waste District | 2 – (2) cu. Yd. | Once a week – 12 months | $_____/ month | $_____<br>Per Pull |

ANNUAL TOWN COMMINGLED TOTAL $_____/year

**2. School District Owned Buildings**

| Location | Container size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service * |
|---|---|---|---|---|
| Horace Greeley High School 70 Roaring Brook Rd Chappaqua | 4 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Roaring Brook School 530 Quaker Rd Chappaqua | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Robert E. Bell School 50 Senter Street Chappaqua | 4 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Douglas G. Grafflin School 650 King St. Chappaqua | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Westorchard School 25 Granite Rd. Millwood | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Seven Bridges Middle School 222 Seven Bridges Rd., Chappaqua | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |
| Education Center 66 Roaring Brook Rd. Chappaqua | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |

* In the event additional service is required for this location.

ANNUAL SCHOOL COMMINGLED TOTAL $_____/year

**3. Chappaqua Library**

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service* |
|---|---|---|---|---|
| Chappaqua Library 195 Greeley Avenue Chappaqua | 2 cu. Yd. | Once a week – 12 months | $_____/ month | $_____ Per Pull |

ANNUAL LIBRARY COMMINGLED TOTAL $_____/year

GRAND RECYCLING TOTAL (ALL LOCATIONS) $_____/year

Signature: _____ Date:_____

This proposal is made by:

Name _____

Address _____

## Section C: Food Composting Collection and Disposal

**Operating Plan**

On additional sheets of paper, each proposer for Section C: "Food Composting Collection and Disposal" must submit an Operating Plan. The Operating Plan must, at a minimum, include the following:

- How contractor will provide food composting service and how contractor will dispose of food composting

- Specifically identify quantity and types of all mobile equipment, rolling stock, trucks, garage and repair facilities, etc. that will be used in the operation.

- Specify materials that will be accepted and any required special preparation of material.

- A list of school district food composting contracts that the proposer currently holds indicating the term of the contract, and the school district's contact person with his title and telephone number.

- A copy of contractor's permits including: Westchester County Health Dept., Westchester County DEF Haulers License.

- A copy of the operating permit for the facility that will be receiving the food composting.

***Section C: Food Composting Collection and Disposal***
***Price Proposal Forms***

The undersigned Proposer, being familiar with the Contract Documents and all matters affecting the cost of the Work, hereby proposes to complete all Work for Section "C" as specified in the Contract Documents for the following prices:

## Monthly Fee:

## Food Composting Collection

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month | Unit Cost Per Pull Additional Service * |
|---|---|---|---|---|
| Horace Greeley High School<br>70 Roaring Brook Rd<br>Chappaqua | 12 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |
| Roaring Brook School<br>530 Quaker Rd<br>Chappaqua | 5 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |
| Robert E. Bell School<br>50 Senter Street<br>Chappaqua | 8 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |
| Douglas G. Grafflin School<br>650 King St. Chappaqua | 5 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |
| Westorchard School<br>25 Granite Rd.<br>Millwood | 5 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |
| Seven Bridges Middle School<br>222 Seven Bridges Road,<br>Chappaqua | 8 Totters | Three times a week – 10 months | $_____/month | $_____<br>Per Pull |

ANNUAL SCHOOL FOOD COMPOSTING TOTAL $_____/year

Signature: _____ Date:_____

This proposal is made by:

Name _____

Address _____

## Section D: Dumpsters – Optional Services

## Operating Plan

On additional sheets of paper, each proposer for Section D: "Dumpsters – Optional" must submit an Operating Plan. The Operating Plan must, at a minimum, include the following:

- Specifically identify quantity and types of all mobile equipment, rolling stock, trucks, garage and repair facilities, etc. that will be used in the operation.

- Describe the proposed receiving/transfer operation at each facility at which it proposes to accept the Recyclable Material.

- Specify materials that will be accepted and any required special preparation of material.

***Section D: Dumpsters – Optional Services***
***Price Proposal Forms***

The undersigned Proposer, being familiar with the Contract Documents and all matters affecting the cost of the Work, hereby proposes to complete all Work for Section "C" as specified in the Contract Documents for the following prices:

## Monthly Fee:

| Location | Container Size | Frequency | Proposed Monthly Cost $/ Month |
|---|---|---|---|
| Various Buildings – Closed Recyling Container | 30 Yard | As needed per pull | $_____/ per pull |
| Various Buildings – Regular Dumpster | 30 Yard | As needed | $_____/per pull |

DUMPSTER TOTAL $_____/year

Signature: _____ Date:_____

This proposal is made by:

Name _____

Address _____

## *Section E: Annual Total Chart Proposal*

The undersigned Proposer herby submits annual totals based on the pricing information entered in Sections A, B and C ( D does not have to be included as it is optional services).

| **Categories** | **School District** | **Town** | **Library** |
|---|---|---|---|
| 1. Refuse Collection & Disposal | | | |
| 2. Recyclables Collection & Disposal | | | |
| 3. Food Composting Collection & Disposal | | | |
| **Sub Annual Totals** | | | |
| | | | |
| **Grand Annual Total for School District & Town (Separate)** | = | = | = |
| **Grand Annual Total for School District & Town (Together)** | = | | |

Signature: _____ Date:_____

This proposal is made by:

Name _____

Address _____

## *Section F: Billing and Payment Proposal*

### Section "A" - Refuse Collection and Disposal

Billing and Payment:

1) TOWN shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per month for April to October

   B. _____ dollars

   ($_____) per month for November to March

2) SCHOOLS shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($ _____) per month for July to August

   B. _____
   dollars

   ($_____) per month for September to June

3) LIBRARY shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per month for July to June

4) CONTRACTOR shall itemize invoice with identity of buildings serviced and specific charges for each building.

## Section "B" – Recyclables Collection and Disposal

Billing and Payment

1) TOWN shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per month

2) SCHOOLS shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($ _____) per month for July to August

   B. _____ dollars

   ($_____) per month for September to June

3) LIBRARY shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per month July to June

4) CONTRACTOR shall itemize invoice with identity of buildings serviced and specific charges for each building.

## Section "C" – Food Composting Collection and Disposal

Billing and Payment

1) SCHOOLS shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of

   A. _____ dollars

   ($ _____) per month for September through June

2) CONTRACTOR shall itemize invoice with identity of buildings serviced and specific charges for each building.

## Section "D" – Dumpsters – Optional Services

Billing and Payment:

1) TOWN shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($ _____) per pull

2) SCHOOLS shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per pull

3) LIBRARY shall pay CONTRACTOR for performance of the Work, in accordance with Contract Documents the sum of:

   A. _____ dollars

   ($_____) per pull

4) CONTRACTOR shall itemize invoice with identity of buildings serviced and specific charges for each building.

Signature: _____ Date:_____

This proposal is made by:

Name _____

CCSD BID # B2022-03: SOLID WASTE SERVICES FOR BUILDINGS OWNED BY THE CHAPPAQUA CENTRAL SCHOOL DISTRICT AND THE TOWN OF NEW CASTLE
BID PROPOSAL CERTIFICATION/NON-COLLUSIVE BIDDING CERTIFICATION

FIRM NAME_____

BUSINESS ADDRESS_____

TELEPHONE NUMBER_____ DATE OF BID_____

I. General Bid Certification – The bidder certifies that he will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such 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 the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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; and
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed 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.
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

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

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

Authorized Signature_____

Title_____

BOARD OF EDUCATION
CHAPPAQUA CENTRAL SCHOOL DISTRICT
P.O. Box 21, Chappaqua, New York, 10514

CCSD BID # B2022-03: "BUILDINGS OWNED BY THE CHAPPAQUA CENTRAL SCHOOL DISTRICT AND THE TOWN OF NEW CASTLE"

BID FORM AND SPECIFICATIONS

NAME OF BIDDER _____

BUSINESS ADDRESS_____

TELEPHONE NUMBER_____

The bidder above mentioned declares and certifies:

First — That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.

Second — That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and

Third — That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

Fourth — That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.

Fifth — That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes.

Sixth — That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This_____ day of_____

_____
Signature of Bidder

_____
Notary Public or Witness

_____
Type or Print name signed above