

1. Bid Letter- Boiler Grant 2014

Documents:

[GRANT DISBURSEMENT AGREEMENT - BOILER 2014.PDF](#)

2. Theater World Contract

Theater World Contract - Recreation Summer Program 2016

Documents:

[THEATRE WORLD ADDENDUM.PDF](#)

[THEATRE WORLD CONTRACT.PDF](#)

3. New York State Retirement Resolution

Documents:

[STANDARD WORK DAY REPORTING RESOLUTION.PDF](#)

4. Set Date Trash And Brush Bid

Documents:

[JULY 2016 BRUSH BID.PDF](#)

[JULY 2016 TRASH BID.PDF](#)

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and is made on the terms and by the parties listed below
and relates to the Project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK ("DASNY"):**

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066
Contact: Mr. Edmond Theobald

Phone: (315) 637-3414
Fax: (315) 637-0713

THE PROJECT:

Manlius Town Hall Capital Improvements

PROJECT LOCATION:

Town Hall

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

11/4/14

DATE GDA SENT TO GRANTEE:

3/11/14

DATE AGREEMENT SIGNED BY GRANTEE:

06/10/2014

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 6099
FMS#: 159815
GranteeID: 3244
GrantID: 6229

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

- (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- (3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- (4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- (5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).
- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Manlius
Manlius Town Hall Capital Improvements
Project ID 6099

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: TOWN OF MANLIUS



(Signature)

Edmond Theobald, Town Supervisor

(Printed name and title)

Date: 06-10-2016

Addendum

This Addendum made as of this ___ day of July, 2016, by and between the **Town of Manlius**, a New York municipal corporation and **TheatreWorld Backdrops, LLC**, a Florida limited liability company modifies and supersedes any contrary provisions of the Lease/Rental Agreement Terms & Conditions as set forth below.

1. Paragraph "1." of the Agreement is hereby amended to read in its entirety as follows:

1. **Indemnity.** To the fullest extent legally permissible in your State, the Lessee/Rentee ("The Customer") agrees to defend, indemnify, and hold harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorneys' fees ("Claims"), in any way arising from, or in connection with the products rented/leased ("Product"), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim or as a result of your breach of any terms of this Agreement, except as the result of our sole negligence or willful act. In the event that the enforcement of this Section against any customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

2. Paragraph "2." of the Agreement is hereby amended to read in its entirety as follows:

2. **Loss or Damage to Product.** To the fullest extent legally permissible in your State, The Customer is responsible and agrees to indemnify and hold TheatreWorld harmless for any loss, damage or destruction of the Product, including, without limitation, loss or damages occurring while loading and unloading, while at any and all locations, while in storage and while on The Customer's premises, including but not limited to warehouses, storage areas, theatres, rehearsal halls, auditoriums either owned by The Customer or rented, contracted, leased or used in any way by The Customer, with the exception that The Customer shall not be responsible for damage to or loss of the Product caused by TheatreWorld's sole negligence or willful misconduct. Except as due to TheatreWorld's sole negligence or willful misconduct, loss or delay in shipment and The Customer's damages as a result of such delay shall be at The Customer's sole risk. The Customer is also responsible for loss of use of the Product during the time it is being repaired or replaced, as applicable, as set forth in more detail below. In the event that the enforcement of this Section against The Customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

3. Paragraph "5." of the Agreement is hereby amended to read in its entirety as follows:

5. **Rental Fees.** The following additional fees are subject to change with notice and shall apply to each order placed with TheatreWorld:

- a. **Reservation Fee.** In order to hold the Product to be rented, leased by The Customer, TheatreWorld requires a ***non-refundable*** Reservation Fee of \$100.00 per item. Reservation fees are fully credited to Product rental/lease fees on any and all non-cancelled orders. Reservations may be scheduled up to 18 months in advance of the Scheduled Event Date. A One Hundred Dollar (\$100.00) per item non-refundable Reservation Fee will be charged (unless The Customer

prefers to pay in full). The remaining balance will be charged to the same provided credit card upon approval of the Town Board, which is anticipated on July 13, 2016. We accept all payments by e-check, debit card, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER).

b. **Shipping and Handling Fees.** TheatreWorld will normally ship all items via UPS using the most cost effective three (3) business day routing unless otherwise requested by The Customer. Holiday and Christmas backdrops will be sent by the most cost effective two (2) business day routing unless otherwise requested by The Customer. TheatreWorld shipping charges include: product shipping to The Customer and The Customer returning the Product to TheatreWorld via the label provided by TheatreWorld; insurance covers the Product replacement or repair only should the Product be damaged or destroyed by UPS. The Customer agrees to provide TheatreWorld with the name of the person or shipping agent who will receive your order and the exact address where the order will be accepted. The Customer is also responsible for returning the Product back to TheatreWorld by The Customer's Contract Return Date. All return shipments must be returned to TheatreWorld Backdrops, 110 Dunbar Avenue, South, Suites A&B, Oldsmar, FL 34667. ***WARNING: If the Product is returned to TheatreWorld C.O.D., The Customer agrees to pay an additional handling charge of twenty percent (20%) of the shipping cost. If The Customer has a credit card on file with TheatreWorld, The Customer agrees that this amount may be charged to your credit card.***

c. **Credit Card Transactions.** If The Customer has a credit card on file with TheatreWorld, The Customer agrees that for any orders placed by any non-refundable pre-payment, deposit, full payment, extended rental, or late fees may be charged to The Customer's credit card.

4. Paragraph "8." of the Agreement is hereby amended to read in its entirety as follows:

8. **No Warranties.** The Product will be rented/leased "as is." TheatreWorld warrants that the Product is fit or suitable for The Customer's intended use (i.e., as a backdrop for the play "The Little Mermaid").

5. Paragraph "17." of the Agreement is hereby amended to read in its entirety as follows:

17. **Applicable Law.** This Agreement will be governed by the laws of the State of New York.

6. Paragraph "18." of the Agreement is hereby amended to read in its entirety as follows:

18. **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association and subject to the Commercial Arbitration Rules thereof. The results of such arbitration shall be reduced to writing and will be binding upon all parties. The prevailing party in the arbitration shall be entitled to recover reasonable costs, including reasonable attorneys' fees, as determined by the arbitrator. The parties further agree that in any dispute resulting in arbitration or litigation venue shall be Onondaga County, New York.

7. Paragraph "21." of the Agreement is hereby amended to read in its entirety as follows:

21. **Limitation of Liability.** EXCEPT FOR THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THEATREWORLD, THEATREWORLD WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE CUSTOMER'S LEASE OF THE PRODUCT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Town of Manlius

TheatreWorld Backdrops, LLC

By: _____

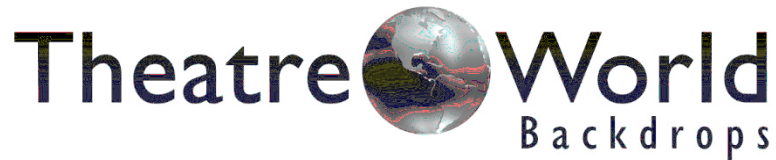
Name:

Title:

By: Michele Mathews 7/7/10

Name: MICHELE MATHEWS

Title: PRESIDENT



LEASE/ RENTAL AGREEMENT TERMS & CONDITIONS

Please Read Carefully.

This Lease/Rental Agreement Terms and Conditions ("Agreement") specifies the terms and conditions for the rental of theatrical curtains, backdrops and draperies offered by TheatreWorld Backdrops, LLC ("TheatreWorld"). Please review this Agreement and its terms and conditions carefully.

1. **Indemnity.** To the fullest extent legally permissible in your State, the Lessee/Renter ("The Customer") agrees to defend, indemnify, and hold TheatreWorld harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the products rented/leased ("Product"), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim or as a result of your breach of any terms of this Agreement, except as the result of our sole negligence or willful act. In the event that the enforcement of this Section against customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

2. **Loss or Damage to Product.** To the fullest extent legally permissible in your State, the Customer is responsible and agrees to indemnify and hold TheatreWorld harmless for any loss, damage or destruction of the Product, including, without limitation, loss or damages occurring while loading and unloading, while at any and all locations, while in storage and while on The Customer's premises, including but not limited to warehouses, storage areas, theatres, rehearsal halls, auditoriums either owned by The Customer or rented, contracted, leased or used in any way by The Customer, with the exception that The Customer shall not be responsible for damage to or loss of the Product caused by TheatreWorld's sole negligence or willful misconduct. Loss or delay in shipment and The Customer's damages as a result of such delay shall be at The Customer's sole risk. The Customer is also responsible for loss of use of the Product during the time it is being repaired or replaced, as applicable, as set forth in more detail below. In the event that the enforcement of this Section against customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

3. **Lease Term and Rental Fees.** The lease term and rental fees for the Product rented/leased by The Customer shall be stated on The Customer's order.

4. **Blanket Rental Agreement.** From time-to-time on a continuing basis, TheatreWorld will rent/lease our Products to The Customer. As to each and all such Products rented/leased by The Customer, The Customer agrees to be bound by all of the terms and conditions of this Agreement. For each rental, the following items shall be specified on The Customer's order and/or on TheatreWorld's confirmation of The Customer's order:

- a. Term of the lease/rental.
- b. Identity of the Product.
- c. Lease/rental rate.

d. Item conditions.

5. **Rental Fees.** The following additional fees are subject to change without notice and shall apply to each order placed with TheatreWorld:

a. **Reservation Fee.** In order to hold the Product to be rented/leased by The Customer, TheatreWorld requires a ***non-refundable*** Reservation Fee of \$100.00 per item. Reservation fees are fully credited to Product rental/lease fees on any and all non-cancelled orders. Reservations may be scheduled up to 18 months in advance of the Scheduled Event Date. For all credit card and online rentals, the full balance of the order will be charged on the credit card provided at the time of the order being placed, unless the Scheduled Event Date is more than one hundred and eighty (180) days out. If the Event Date is more than one hundred and eighty (180) days out, ***ONLY*** the One Hundred Dollar (\$100.00) per item non-refundable Reservation Fee will be charged (unless The Customer prefers to pay in full). The remaining balance will be charged to the same provided credit card Sixty (60) days preceding the Event Date. We accept all payments by e-check, debit card, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER).

b. **Shipping and Handling Fees.** TheatreWorld will normally ship all items via UPS using the most cost effective three (3) business day routing unless otherwise requested by The Customer. Holiday and Christmas backdrops will be sent by the most cost effective two (2) business day routing unless otherwise requested by the customer. TheatreWorld shipping charges include: product shipping to The Customer and The Customer returning the Product to TheatreWorld via the label provided by TheatreWorld; insurance covers the Product replacement or repair only should the Product be damaged or destroyed by UPS. The Customer agrees to provide TheatreWorld with the name of the person or shipping agent who will receive your order and the exact address where the order will be accepted. The Customer is also responsible for returning the Product back to TheatreWorld by The Customer's Contract Return Date. All return shipments must be returned to TheatreWorld Backdrops, 110 Dunbar Avenue, South, Suites A&B, Oldsmar, FL 34677. ***WARNING: If the Product is returned to TheatreWorld C.O.D., The Customer agrees to pay an additional handling charge of twenty percent (20%) of the shipping cost. If The Customer has a credit card on file with TheatreWorld, The Customer agrees that this amount may be charged to your credit card.***

c. **Credit Card Transactions.** If The Customer has a credit card on file with TheatreWorld, The Customer agrees that for any orders placed by credit card any non-refundable pre-payment, deposit, full payment, extended rental, damage charges, or late fees may be charged to The Customer's credit card.

6. **Cancellation of Order.** The Customer agrees and understands that the \$100.00 Reservation Fee per item used to confirm The Customer's Product order(s) is non-refundable. ***For any order that is cancelled two (2) business days or less prior to the Scheduled Date of shipment, The Customer acknowledges and agrees that the full Rental fee will be forfeited.*** Should The Customer cancel an order not less than two (2) days prior to Scheduled Shipping Date, a refund will be issued using a TheatreWorld company check, minus the non-refundable Reservation Fee per item, and mailed to The Customer.

7. **Duty to Inspect.** The Customer will inspect the Product within twenty-four (24) hours after its receipt. Unless The Customer gives written notice and photographic evidence to TheatreWorld within that time, specifying any defect in or other proper objection to the Product, The Customer agrees that it will be conclusively presumed by TheatreWorld that The Customer has fully inspected the Product

and acknowledged that the Product is in good condition and repair and that The Customer has accepted the Product in that good condition and repair.

8. **No Warranties.** The Product will be rented/leased “as is.” TheatreWorld makes no warranties, either expressed, implied or otherwise, that the Product is fit or suitable for The Customer’s intended use (for example and without limitation, with regard to its size, color, condition or other attributes), or for any other purpose.

9. **Installation; Condition of Product.** The Customer will provide the tools, equipment and personnel necessary to set up the Product at The Customer location(s). Inability to set up the Product will be at The Customer’s sole risk. The rent on the Product will not be prorated or abated while the Product is being repaired for any reason for which The Customer is liable. TheatreWorld will not be under any liability or obligation in any manner to provide service, maintenance, or repairs for the Product.

10. **Installation; Outdoor Use.** Due to safety concerns, The Customer may not use any TheatreWorld backdrop Product(s) in any outdoor application without the expressed prior approval of TheatreWorld Backdrops.

11. **Valuation of Loss.** Unless otherwise agreed in writing, The Customer shall be responsible to TheatreWorld for the replacement cost value (not to exceed the then published retail price as presented on TheatreWorld’s web site) or repair costs of the Product (if the Product can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, The Customer shall file a police report. Loss of use shall be determined by the actual loss sustained by TheatreWorld. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen, or damaged Product. TheatreWorld will not be bound by any insurance company’s valuation of the Product based on a calculation of actual cash value or total loss value.

12. **Bailment.** This Agreement constitutes a lease or bailment of the Product and is not a sale or the creation of a security interest. The Customer will not have, or at any time acquire, any right, title, or interest in the Product, except the right to possession and use as provided for in this Agreement. TheatreWorld will at all times be the sole owner of the Product.

13. **Accident Reports.** If the Product is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, The Customer will promptly notify TheatreWorld of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. The Customer, its employees, and its agents will cooperate fully with TheatreWorld and all insurers providing insurance in the investigation and defense of any Claims. The Customer will promptly deliver to TheatreWorld any documents served or delivered to The Customer, its employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against The Customer, TheatreWorld, or both The Customer and TheatreWorld jointly.

14. **Return.** By or before the Return Date on the order, The Customer will return the Product to TheatreWorld free from all damage and in the same condition and appearance as when received by The Customer. If The Customer fails or refuses to return the Product to TheatreWorld, TheatreWorld will have the right to charge the credit card provided and/or secure a judgment against The Customer for the New Retail Purchase of the Product as presented on TheatreWorld’s web site, plus reasonable collection and/or attorneys’ fees incurred.

15. **Late Fee.** If The Customer returns the Product to TheatreWorld after the Return Date specified on the order, The Customer agrees to pay TheatreWorld a late fee of One Hundred Twenty-Five Dollars (\$125.00) per day, per item, until the Product is received by TheatreWorld.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement will be binding on any of the parties unless set forth in writing and signed by both parties.

17. **Applicable Law.** This Agreement will be deemed to be executed and delivered in Tampa, Florida, Hillsborough County and governed by the laws of the State of Florida.

18. **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association and subject to the Commercial Arbitration Rules thereof. The results of such arbitration shall be reduced to writing and will be binding upon all parties. The prevailing party in the arbitration shall be entitled to recover reasonable costs, including attorneys' fees, as determined by the arbitrator. The parties further agree that in any dispute resulting in arbitration or litigation venue shall be Hillsborough County, Florida.

19. **Severability.** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

20. **Amendment or Modification.** This Agreement may not be amended, modified, or altered in any manner except in a writing signed by both parties.

21. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL THEATREWORLD BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE CUSTOMER'S LEASE OF THE PRODUCT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. **Contact Information.**

TheatreWorld Backdrops, LLC
110 Dunbar Avenue, South
Suite A & B
Oldsmar, Florida 34677
<http://www.TheatreWorldBackdrops.com>
Email: Info@TheatreWorldBackdrops.com
Toll Free (855) TWB-DROPS or (877) 901-3353
Fax (813) 464-8163

23. **Facsimile/Scanned/Electronic Signature.** This Agreement may be executed in counterparts and by facsimile signature, signature that is scanned and transmitted by e-mail and via electronic signature on the TheatreWorld Backdrops web site (<http://www.TheatreWorldBackdrops.com>); such forms of signature shall be deemed to be original and fully binding.

I have read and understood the foregoing and I agree to be bound thereby.

Company Name

Date

Phone Number

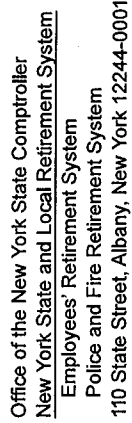
Authorized Signature

Printed Name

Title

Email Address

NOTE: If you would only like to return the back page of this agreement in an effort to reduce paper and help TheatreWorld leave a smaller environmental footprint, please sign above and initial the below line to serve in lieu of initialing the previous four (4) pages of this agreement.

RS 2417-A
(Rev. 8/15)

will report the officials to the New York State and Local Retirement System based on their record of activities:

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

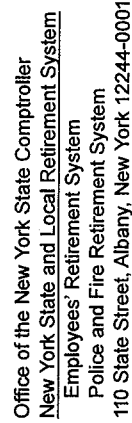
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this 13TH day
of JULY, 20 16, _____
(Name of Employer)

(Signature of the secretary or clerk)

Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the _____ (Date)

Page 1 of 2 (for additional rows, attach a RS2417-B form).

(seal)



[Rev. 8/15)

Employer TOWN OF MANLIUS Location Code 30082 Page 2 of 2 (use with form RS 2417-A)

INFORMATION FOR BIDDERS
AND
CONTRACT DOCUMENTS
FOR
COLLECTION AND DISPOSAL
OF
BRUSH FOR THE
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
ISSUANCE DATE – ~~August 2015~~ July 2016

TOWN BOARD
EDMOND THEOBALD, SUPERVISOR

DAVID MARNELL, SR.
RICHARD ROSSETTI
KAREN GREEN

NICHOLAS MARZOLA
JOHN LOEFFLER
VINCENT GIORDANO

ALLISON EDSALL, TOWN CLERK

FRATESCHI LAW FIRM, PLLC
ATTORNEY FOR THE TOWN

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NOTICE TO BIDDERS
FOR COLLECTION & DISPOSAL OF
BRUSH FOR THE TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of Brush for the Town of Manlius (the "Town") will be received by the Town Board, Town of Manlius, Onondaga County, New York at the office of the Town Clerk, 301 Brooklea Drive, Fayetteville, New York 13066, until ~~September 16, 2015~~August 17, 2016 at 11:00 a.m. local time and there at said office at said time publicly opened and read aloud.

This bid and eventual contract includes all the labor, equipment and materials necessary for the Collection and Disposal of Brush (the "Brush Contract") in the Town of Manlius Residential Brush District ("the District"). Brush collection services shall be performed on a biweekly basis for a ~~one~~three (~~1~~3) year period beginning January 1, ~~2016~~2017 with two (2) additional one (1) year option period, as set forth below.

The boundary description and a full-sized map of the District are on file in the office of the Town Clerk and may be examined by all persons interested therein during regular business hours. Any bidder (hereinafter referred to as Bidder or Contractor) bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

This bid shall be limited to the collection and disposal of brush from all one, two and three family residences in the District. Each dwelling unit shall be hereinafter referred to as a "Unit" (i.e. two and three family residences shall be considered 2 and 3 Units respectively). The Villages of Manlius, Fayetteville and Minoa are not part of the District and therefore will not represent any Units. Brush shall be collected along all public roads, as well as any private roads that currently receive postal service. The Town and Contractor shall not provide service to any residential unit that have opted out of such service for the calendar year during the term of this Contract unless notified of the election to opt-in, sent via registered or certified mail return receipt requested addressed to "Town of Manlius Trash/Brush Coordinator-Opt-in Election" 301 Brooklea Drive, Fayetteville, New York 13066 not later than September 1, in which the year the Brush Contract is operative. Further, any residential units controlled by a Homeowner's Association will not be serviced by the Town or the Contractor under the Contract. For more detailed information, see Section 2.02 of the Information for Bidders, following.

The Information consisting of this Advertisement, Information for Bidders, Bid, Agreement, and Town Map (hereinafter referred to collectively as the "Contract Documents") may be obtained from the Town Clerk. Procedures relative to clarification, interpretation, and supplemental instructions are contained at Section 2.03 of the Information for Bidders, and shall be strictly construed.

Copies of the above-described Contract Documents may be obtained starting on ~~August 19, 2015~~ July 20, 2016 only from the Office of The Town Clerk, Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066, upon deposit of the sum of \$50 per set. Checks shall be made payable to the Town of Manlius. The full amount of this deposit for one set of contract documents will be refunded to any bidder who has duly submitted a bid, accompanied by the bid security and who returns the contract documents complete and in good condition within 30 days following the award of the contract or rejection of this bid. The full amount of this deposit for one set of contract documents will be refunded to the successful bidder upon the execution of the contract documents.

Each bid submitted shall be accompanied by a certified check in the sum of \$50,000, payable to the Town of Manlius, or a bid bond in the sum of \$50,000.00 subject to the conditions provided in the Information to Bidders, Section 2 – Bid Information. Bidders will be provided with a three (3) year actual count (from ~~2012-2014~~ 2016) of Units that have been served by the Town as a basis for determining its costs associated with the Brush collection and disposal.

The Town Board of the Town of Manlius reserves the right to waive any informality in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing himself with all the terms and conditions of the proposed Contract and the provisions contained herein.

TOWN BOARD, TOWN OF MANLIUS

Dated: _____

By: _____
Edmond Theobald, Supervisor

INFORMATION FOR BIDDERS

SECTION 1 – CONDITIONS OF WORK

1.01. Receipt and Opening of Bids.

The Town Board of the Town of Manlius (herein called the Town) invites bids on the forms attached hereto for the Collection and Disposal of all Brush in the Town of Manlius Residential Brush District (the "District"). Bid instructions are given in Section 2 hereof. The number of total Units (i.e. residential units served by the Town and the existing Contractor) is as follows: ~~4694 in 2013;~~ 4693 in 2014; 4702 in ~~2015~~; 2015; [] in 2016. Each separate residential unit in the Town represents one (1) unit (hereinafter referred to as a "Residential Unit" or "Unit"). Bidders are required to provide a single per ~~Unit~~ Unit Price for the number of Residential Units in the District based on the numbers set forth above. To be clear, although reference is made herein to terminology such as Bid(s), lowest responsible Bidder and the like, this intends to solicit and take into account, as and if to the extent legally permitted, those criteria established under NYS GML §120-w, and subject to NYS GML §103. Reference herein to the "Contractor", ~~"Contractor"~~, "Proposer" or "Bidder" are intended to mean one and the same person or entity and shall mean that or those persons or entities submitting a proposal responsive to the Contract Documents and upon award is intended to mean such person or entity having been awarded the contract subject hereof.

The envelopes containing the bids must be sealed and addressed to the Town Board, Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066. The outside of the envelope must bear the name and address of the Bidder and "BID FOR THE COLLECTION AND DISPOSAL OF ALL BRUSH FOR THE TOWN OF MANLIUS RESIDENTIAL BRUSH DISTRICT."

The Town may consider any informal ~~any~~ Bid not prepared and submitted in accordance with the provisions of the Contract Documents and may waive immaterial informalities in or reject any or all bids. Any bid may be withdrawn prior to the above-scheduled time of the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. Bids received by facsimile or e-mail will not be accepted.

1.02. Location and Description.

The scope of work desired under the Contract Documents shall be the biweekly collection and disposal of all brush generated by one, two, and three family residences in the District, as shown on the map found at Exhibit B to the Contract.

1.03. Commencement and Completion.

Upon execution and delivery of the attached Contract, performance security, and the delivery of the required insurance certificates and policies by the Contractor to the Town and the approval thereof by the Attorney for the Town, the Contractor will be notified to proceed with the work of the Contract commencing on January 1, ~~2016~~2017 and continuing through December 31, ~~2016-2019~~. The Town will notify Contractor by October 1st of ~~the contract year~~2019 whether it wishes to extend the Contract through the two (2) one year option periods. To be clear, the option year contract is a unilateral right that can be exercised only by the Town.

1.04. Special Conditions.

- a. The Contract for the proposed services will be awarded by the Town to the lowest responsible Bidder and pursuant to NYS GML §103 with consideration of qualification pursuant and to the extent legally permitted and applicable under the additional criteria set forth at NYS GML §120-w. The successful Bidder will also be required to obtain a license from the Town to collect such Brush pursuant to the provisions of Town of Manlius Town Code 119-3 and obtaining a Contractor permit issued by the Onondaga County Resource Recovery Agency, seven (7) days after notification of award of the Contract, if the Town determines this Section applies to Brush. The Town, in determining the lowest responsible Bidder, shall consider qualification per the criteria established by law for same and which may include, as legally permitted that criteria set forth at NYS GML §120-w, but not be limited to, evidence of past performance in the Town of Manlius or in supplying such services by such Bidder in other areas or municipalities where such Bidder has rendered such service. Evidence of past failure to collect Brush in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service properly is a rational basis for the Town to determine that a Bidder is not a responsible bidder, even though the bidder may be the low bidder. First-hand experience will play a significant role in such determination. To be clear, the determination of responsibility may include consideration of all the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder such rejected lowest bidder shall be provided all notice and opportunity to be heard rights provided under State Law.
- b. The successful Contractor shall establish, during the Term of the Contract, one or more specified day (s) of the week other than

Saturdays, Sundays or legal holidays for collections from all of the one, two and three family homes within the District, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall, and shall provide to each such homeowner written notice before the first day of any given year, of the scheduled collection days, the Town regulations regarding the collection and disposal of Brush and any other information required by the Town . A copy of the collection schedule shall be filed with the Town Clerk, Town of Manlius, prior to commencement of this contract. No deviation shall be made from said established collection days without prior written approval of the Supervisor of the Town of Manlius or his designee. The Contractor shall immediately notify, in writing, each homeowner of any approved deviation. The Municipal Recycling Liaison (DOES SUCH A THING EXIST??) shall provide to the Contractor a list of all residences within the District electing to receive services.

- c. Unless separately authorized hereunder, all collections shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets. The use of plastic bags either inside or outside of containers shall be strictly prohibited. Garage and/or backyard collection shall not be available.
- d. The Contractor shall use proper care in the handling and emptying any containers and receptacles and shall not toss or throw them when returning them to the residence or the curb or right of way so that they are not likely to be damaged or destroyed, or in the event that the Contractor shall fail to comply with this provision, the Contractor shall replace such receptacle at his own cost and expense, or make financial restitution therefore, and deliver same to the Town of the damaged within seven (7) days after receipt of a valid claim.
- e. The disposal of all brush collected shall be the responsibility of the Contractor and shall be performed in accordance with all State and local laws and regulations. The Contractor takes on ownership or responsibility for the collected and disposal of Brush.
- f. All work performed by the Contractor under this Contract shall be performed in a good and workmanlike manner approved by the Town of Manlius.
- g. The Contractor shall faithfully perform and fulfill the agreement and the Contractor will not subcontract or assign this Contract without

the written consent of the Town of Manlius. (See attached Contract Section 17 and 25).

- h.** If, in the opinion of the Supervisor, rationally based, the Contractor shall fail in any manner to properly perform any part of the attached Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. The rate to be used to compensate the Town for disposing of brush shall be \$250 per hour for collection and hauling plus tipping fees.
- i.** The Town of Manlius may terminate the attached Contract upon written notice on any of the grounds set forth in Section 10 of the proposed Contract attached hereto.
- j.** COLLECTION OF BRUSH SHALL NOT BE MADE BEFORE 6:00 A.M. OR AFTER 5:00 P.M. (See proposed Contract Exhibit A "Hours of Operation" attached hereto).
- k.** The successful Contractor shall be responsible for the pickup and disposal of Brush, which shall include leaves, vegetation, tree and shrub branches, grass clippings, Christmas trees and other acceptable yard waste. Brush should be tied in bundles or placed in rigid plastic, metal or burlap containers. Plastic bags may not be used because they are not recyclable (STILL TRUE?). Containers and bundles of brush may not weigh more than 50 lbs. each, and bundles may not exceed 5 feet in length. Christmas trees may not have any ornaments or tree stands attached. Collection of Brush will run from April to December, with collection services during the month of January limited solely to Christmas trees.
- l.** The Contractor shall provide a list of the vehicles that will be used to service the District, including but not limited to, year, make, model and picture of each vehicle.
- m. Excluded Items.**

Items which are not to be picked up as part of this Contract are construction and demolition materials, lot clearing waste, trees that have been removed, rocks, stumps, sod and any limbs or branches that exceed 3 inches in diameter. Rubbish, garbage, refuse & recyclables are also excluded.

n. Contract Adjustments. (DO WE STILL NEED THIS PROVISION?)

The Contract shall be subject to an adjustment due to the number of residential Units or customers included in the service provided hereunder by the Town. No later than December 1, of the ~~current-year for contract year 2016,~~ years 2017, 2018, and 2019, and November 1 of any option year, the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Contractor of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable bid amount for the corresponding number of units. Such adjustment, if any, shall take effect on January 1st of the succeeding year.

The Contractor is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Contractor must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United States Government (EIA) as part of its bid. The base rate submitted shall consider any averaging, regional or market conditions stated therein and shall control ~~for the contract year~~ through October ~~1, 2016,~~ 1 of a contract year.
- 2) On October 1st of ~~2016,~~ 2019, if the Town has elected to proceed with the option year contract, the Contractor will submit the gas rate per gallon based on the averages set forth on by the "EIA" website. This base rate will be used for next 15 consecutive months through the close of the option year.
- 3) The Contractor or the Town may submit on October ~~1, 2016,~~ 1 and January ~~1, 2017~~ 1 of a contract year an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1st of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Contractor or the Town and shall be due only when the per gallon price, set at bid or on October 1, during the Term of the Contract is equal to, but not less than, 5% +/- of the base rate for the period in question. Adjustment shall not in any event exceed 10% +/- . In all other cases, there shall be no adjustment.
- 4) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

o. Environmental.

Any Contractor who is awarded a contract for the collection and disposal of Brush in the Town of Manlius Brush District shall be responsible for the protection of the environment during the performance of the Contract. (See Section 22 of the proposed Contract attached hereto).

Any action taken and/or funds expended by the Town to address or correct environmental damage of any kind, caused by the operations of a Contractor, shall be recovered by the Town from the Contractor.

p. Pickup

As a requirement of this Contract, the pickup of Brush shall occur based on a schedule determined between the Town and the successful bidder, but no less than 2 times per month on non-consecutive days or weeks from April to December, with collection services during the month of January limited to solely to Christmas trees.

q. Estimated Units.

For the purpose of preparing bids for the Town, each bidder shall complete bidding documents using the previous three years actual Units served in the Town District as a basis: A Unit is defined as each residential living unit in those one, two and three family homes within the Brush District depicted on the map included in Contract Exhibit B. The number of Units may change on an annual basis the exact number to be determined not later than December ~~1, 2015~~, 1 of a contract year, and November ~~1, 2016~~ 1 for ~~the~~ a contract option year if elected. ~~Contractor~~

r. Payment to the Contractors will be made monthly, in equal amounts, at the end of each month as prescribed by the Town of Manlius.

s. Resolution of Customer Complaints.

The customer/homeowner should first attempt to resolve the problem with the Contractor directly. If agreement is not reached, the complaint is then presented to the Municipal Recycling Liaison. The Municipal Recycling Liaison has the authority to back charge the Contractor for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town

Board. In addition, the Town has the option of utilizing Town personnel in charging the services back to the Contractor. The Town will withhold a \$250 payment for each unresolved complaint. (See proposed Contract Exhibit A under subheading "Customer Complaints").

- t. This Contract is not subject to sales tax. No sales tax should be included in the bid. (See proposed Contract Section 16).

INFORMATION FOR BIDDERS

SECTION 2 – BID INFORMATION

2.01. Qualifications of Bidders; Evaluation and Selection Process

The objective of this request for bids process is to select a Bidder whose proposal is judged through the evaluation process outlined in this section, to be in the best interests of the Town of Manlius. All proposals will be evaluated according to the requirements of NYS GML §103, information submitted, including, in addition to having the lowest responsive bid relevant Unit Pricing, and being deemed responsible, as legally permitted and applicable under the additional criteria set forth at NYS GML §120-w, including: (a) evaluation and verification of the Bidder's qualifications, experiences and references; (b) evaluation of technical information; (c) evaluation of past experience the Town has with the Contractor; (d) analysis of financial and economic information; or (e) any outstanding violations of the Contractor of federal, state or local rules, regulations, laws or civil/criminal suits that would affect the Contractors ability to permform the Work.

The Town, as its option, will select the proposal most advantageous and suitable to the needs of the Town. Each proposal will be evaluated for completeness and responsiveness. The determination of responsibility may also include consideration of, as legally permitted, the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder, such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town in executive session, if permitted by law and so directed by the Town. At the Town's discretion during the evaluation process, it may either reject any proposal deemed incomplete or nonconforming with instructions or request further information or clarification from Bidders. Proposals of non-qualifying Bidders will not be considered for further evaluation. Each proposal will also be evaluated to determine if the minimum financial and technical requirements are met.

While the overall cost to the Town District residents will constitute a major criterion for the evaluation of the proposals, the Town reserves the right to assess the entire proposal for each of the evaluation categories described.

The Bidder must demonstrate sufficient financial resources to meet all contract requirements. The proposal will be evaluated relative to the Bidder's creditworthiness, annual report, financial statements, and bonding ability.

Contractor experience, in general, project experience, management capability, operations experience, and experience conducting business with the public sector will be evaluated. A list of descriptions for each evaluation criteria is as follows:

- Project Experience: The project experience of the Bidder will be evaluated according to the following:
 - o Previous experience in Brush or refuse collection and disposal management and recycling operations management.
 - o Willingness and ability to respond to changes and concerns expressed by the Town representatives.
 - o Provided references
 - o Commitment and ability to meet schedules and long-term contract obligations.
 - o History of environmental compliance.
- Management Capability: Bidders will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
 - o Project management
 - o Worker health and safety policies and practices
 - o Experience working with municipal officials
 - o Experience of personnel assigned to project management, experience with management of refuse collection and disposal operations and recycling collection and processing operations.
- Experience with Public Sector Entities: Bidders experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated. The bidders experience with the Town will play a significant role in determining whether the bidder is a responsible service provider.
- Technical Evaluation submitted in accordance with Proposal Concepts. The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the Town.

Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

2.02. Bidder's Responsibility

Prior to the submission of Bids, each Bidder will have inspected the Town site of the proposed work, all road and traffic conditions, and adjacent areas and with due consideration to seasonal and extraordinary weather conditions, and to have read and to be thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to his bid. In particular, Bidder understands that some or all of the areas and residents within the District including those serviced by Homeowners Association's may not be provided services at some or all times during the Term of the Contract, and any option or renewal Terms.

2.03. Addenda and Interpretation

No interpretation of the meaning of the Town Map, Specifications, or other portions of the Information for Bidders and Contract Documents will be made orally. Every request for such interpretation must be addressed to the Supervisor of the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, and to be given consideration must be sent via registered or certified mail, return receipt requested, or by express mail delivery with a nationally recognized service received at the above address at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be made in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requested to all holders of the Information for Bidders and Contract Documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Information for Bidders and Contract Documents.

2.04. Bid Instructions

All blank spaces on the Bid Form, for the ~~one~~three-year base contract period and the two one-year option periods, must be filled in. Each Bidder shall appropriately fill in with ink, both the words and the figures.

2.05. Bid Security

Each bid shall be accompanied by a certified check or a bid bond from the Bidder, payable to the Town in an amount of \$50,000.00.

Failure to submit bid security as described above shall be sufficient cause for rejection of the Bid(s) of such Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within five (5) days after the formal opening of Bids, and the remaining bid securities will be returned to the lowest unsuccessful Bidders within the forty-eight (48) hours after approval by the Town Attorney of the executed Contract and the insurance furnished, or if no Contract has been so executed within sixty (60) days after the date of the opening of the Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of the Bid.

2.06. Discrepancy in Bids

In the event there is a discrepancy in any Bid between the Unit Price(s) and the extended totals, the Unit Price(s) shall govern. In the event there is a discrepancy in any Bid between the Unit Prices or lump sum price(s) written in figures, and the Unit Price(s) or lump sum prices written in words, the Unit Price(s) or lump sum prices written in words shall govern.

2.07. Lowest Bidder

Bids will be compared on the basis of the per Unit and total Bids for the three-year base period and the two one year option period. (I'M NOT SURE I UNDERSTAND THIS)

The lowest Bidder will be that Bidder whose Bid is lowest and Total Units Price is based on that and therefore also lowest. The previous three year Total Unit numbers have been provided for the Bidders which will be the basis for the Bid. The Town reserves the right to award the Contract to the lowest responsible Bidder meeting the specifications for the contract period.

2.08. Award of Contract

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three year base contract

and the two one year option periods, and, who, in the opinion of the Town, is suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at NYS GML §120-w.

It is the intention of the Town that the work will be awarded within thirty (30) calendar days after the opening of the Bids (IS THIS TRUE – AREN'T WE STARTING ON JANUARY 1 OF THE FOLLOWING YEAR?) to the lowest responsible Bidder whose Bids conform to the requirements of the Bidding Contract Documents. Nevertheless, even after the expiration of such thirty (30) days, the Town may accept a Bid and award the work to any Bidder whose Bid has not been withdrawn prior to such acceptance. In any event, no Bid may be withdrawn prior to sixty (60) calendar days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

2.09. Liquidated Damages for Failure to Execute Contract

The successful Bidder, upon his failure or refusal to execute and deliver the attached proposed Contract, or a contract substantially similar to the attached, together with all policies and certificates of insurance within seven (7) days after his/she/it has received notice of acceptance of his/her/its Bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with the Bid.

INFORMATION FOR BIDDERS

SECTION 3 – BOND AND INSURANCE PROVISIONS

SECURITY FOR FAITHFUL PERFORMANCE

3.01. AWARD OF CONTRACT

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three year base contract ~~year~~years and the ~~one~~two option ~~period~~periods and, who, in the opinion of the Town, is suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at NYS GML §120-w. The Town may determine the lowest bid based on the average Unit Price over the Term of the Contract or any option period.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the Town and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

3.02. ESTIMATED QUANTITIES

The Bidder, by submitting his Bid, agrees that he is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

3.03 SECURITY FOR FAITHFUL PERFORMANCE

Contractor shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town with cash security, an irrevocable letter of credit or a properly executed Performance Bond each to be in the amount of 100% of the total contract price bid for each year of the contract, for the purpose of securing the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with local office in Onondaga County. If a bond, same shall be executed by the Contractor and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The form of such required bond must conform to any specifications included herewith and in the

case of a bond or letter of credit include a letter from the issuer or surety indicating that it conforms to same and the issuer's willingness to issue same in the event of bid award. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Contractor. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, not later than five (5) days therefrom substituted an acceptable letter of credit or Bond (or Bonds) in such form and sum and signed by such other issuer surety or sureties as may be satisfactory to the Town Board The fee or premiums on such letters of credit or Bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

3.04 INSURANCE REQUIREMENTS FOR CONTRACTORS

Upon execution of the Contract, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Town with a Certificate of Insurance and Additional Insured Indorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage naming the Town as Additional Insured's, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Indorsement shall provide that the insurer must give the Town at least 30 days' prior written notice of material modification, cancellation or termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such

policy, the Contractor shall supply the Town with a new and replacement Certificate of Insurance and Additional Insured indorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town. Coverage's shall be no less than the following:

- i. Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor and the Town prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.
- ii. Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.
- iii. Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

The bidder shall include, with its bid, the proposed form of insurance certificate, together with a letter from the issuer indicating it substantially complies with the provisions hereof and of its willingness to issue same in the event of contract award.

INFORMATION FOR BIDDERS

SECTION 4 – STATE PROVISIONS

STATE OF NEW YORK

4.01 WORKMEN'S COMPENSATION

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workmen's Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914 as amended.

4.02 LABOR LAW

Pursuant to subdivision 2 of Section 220 of the Labor Law, it is stipulated that no laborer, workman, or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life, or property, or in cases of national emergency when so proclaimed by the President of the United States of America.

4.03 LABOR PREFERENCE

With respect to all skilled, semi-skilled and unskilled workers employed under this Contract:

- A. Priority of employment shall be given to veterans in all practical cases.
- B. Preference in employment shall be given to persons from the public assistance rolls where such persons are available and qualified to perform the work to which the employment relates.

4.04 NON-DISCRIMINATION

Except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the Project under this Contract, shall not be discriminated against.

4.05

CONTRACT CANCELLATION CLAUSE

The Contractor and/or Vendor and/or Supplier hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

1. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such persons and by any other firm, partnership or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

4.06 HOURS AND WAGES (See Labor Law Section 220)

No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the Contractor, Subcontractor or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the Fiscal Officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the Fiscal Officer follows this section and is a part of this

Contract. Wage rates predetermined in accordance with the law will be transmitted, when received, to the Contractor and will become a part of this Contract at no cost to the Town. Any person employed on the site of the work on an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal officer.

The Contractor's attention is invited to Labor law, Section 220 and related Sections in their entirety.

4.07 ~~DISCRIMINATION~~DISCRIMINATION PROHIBITED (See Labor Law Section 220-e)

The Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:

- (a) That in hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color national origin, sex or any other protected class recognized by the United States or the State of New York shall discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, sex, or any other protected class recognized by the United States or the State of New York;
- (c) That there may be deducted from the amount payable to the Contractor by the Town under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- (d) That this Contract may be cancelled or terminated by the Town and all monies due to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State of a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited

to operations performed within the territorial limits of the State of New York.

4.08 DUST HAZARDS (See Labor Law Section 222-a)

If, during the performance of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

4.09. NON – COLLUSION CERTIFICATION (See General Municipal Law Section 103 – d or where applicable Public Authorities Law Section 2604)

Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.

4.10 WORKER'S COMPENSATION (See General Municipal Law Section 108)

This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the worker's compensation law.

4.11 LIEN LAW

The attention of the Contractor is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

4.12 SALES AND USE TAX EXEMPTIONS

The Town is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York.

Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) the sale of materials, equipment and supplies to the Town;
- (b) the sale to the Contractor or his Subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property (i.e., incorporated in the Project);
- (c) the sale to the Contractor or his Subcontractors of materials, equipment and supplies to be resold to the Town other than those described in (b) above.

This Project is to be bid, the Contract drawn and payments made in such manner that the Town shall have the full advantage of all available exemptions from sales and compensating use taxes.

The Contractor, his Subcontractors and his material men shall complete New York Sales Tax Contractor Exempt Purchase Certificate and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The Contractor and his Subcontractors shall maintain and keep for a period of six years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all tax exempt materials, equipment and supplies purchased by each.

Each Bidder shall include in this Bid and shall be responsible for the payment of all costs and liabilities (other than those directed to be excluded as in this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Bidder and the Subcontractors under the Contract and any other applicable taxes however assessed.

BID SECTION

BID

TOWN OF MANLIUS

COLLECTION AND DISPOSAL

OF ALL

BRUSH

TO THE TOWN BOARD, TOWN OF MANLIUS

The undersigned hereby declares that he has carefully examined all Bidding and Contract Documents and that he has personally inspected the actual location of the Work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Advertisement for bids and the Documents relating thereto, the Bidder hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned further agrees to accept the Unit prices, if any, set forth, as full payment for or the amount of credit to the Town for, any deletions, additions, modifications or changes to the portion or portions of Work covered by said unit prices.

**BID
FOR COLLECTION AND DISPOSAL
OF BRUSH
FOR THE
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK**

The Signer of this Bid declares:

That he has carefully examined the annexed form of this Agreement and all Contract Documents.

NON-COLLUSIVE BIDDING CERTIFICATION

Pursuant to Section 103-d of the General Municipal Law, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies 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;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

Affix Seal
if Principal
is Corporation

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Signature of Authorized Office of Bidder

Date:

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me
personally came _____
Name of Bidder and

Each Person Signing on Behalf of Bidder

to me known, who being by me duly sworn, did swear and affirm that he/she
resides at _____

that he/she is the _____ of the Bidder herein and signs the
foregoing Non-Conclusion Certification on behalf of such Bidder; that he
executed the foregoing Non-Conclusion Certification; and that, to the best of his
knowledge and belief, the statement made in the foregoing Non-Conclusion
Certification is true.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within seven (7) days after the date of such mailing or delivering of such notice, execute and deliver the Contract or Contracts in substantially the form of the Agreement attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered: _____

The undersigned further agrees to comply with the requirements as to the conditions of employment and hours of labor set forth in the Bid and proposed Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this proposal is either (1) a certified check or Bid bond for the sum of Fifty Thousand Dollars (\$50,000.00), which shall become the property of the Town, if, in case this proposal shall be accepted by the Town, the undersigned shall fail to execute a Contract with and give the required bonds and insurance to the Town within seven (7) days after the date of said mailing or delivering of said notice of acceptance.

Dated: _____, 20

(Signature of Authorized Officer of Bidder)

By: _____

Address: _____

* Insert Bidder's name; if a corporation, give the exact official corporate name and affix the Corporate Seal; if a partnership or an individual doing

business under an assumed name, give the exact official name as it appears on the Assumed Name Certificate.

RESOLUTION

(Corporate Bidders Only)

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for Collection and Disposal of Brush for the Town of Manlius and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

corporation at a meeting of its board directors held on the _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

**ATTACH
BID SECURITY
TO THIS SHEET**

**CERTIFICATION OF EQUIPMENT
TO TOWN OF MANLIUS**

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

_____, being duly sworn, deposes and says:

1. The bid set forth in the attached proposal sheet has been submitted by deponent on behalf of _____.

2. That as an inducement to the Town of Manlius and for the purposes of reliance thereon by the Town of Manlius, deponent certifies that the following itemized equipment is owned or will be acquired by _____ prior to commencement of the Contract, and all of said equipment will be regularly used in performing the services bid for in the attached proposal sheet.

3. That the following is an itemized statement of the equipment to be used:

(Give make and model of truck and body, and year of manufacture.)

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

CONFLICT OF INTEREST

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

1. Our/My firm, _____, is an independent firm or company, and has this date submitted a bid or quote to provide goods and/or services to the Town of Manlius.
2. I certify on behalf of the bidder or quoter that is and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance of these services to the Town of Manlius.
3. If awarded a contract my/our firm agrees that in the rendering of services to the Town of Manlius, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my/our employees or agents have any such interest and hereby certify that no such interest exists.

For and on Behalf of: _____

Notary Public

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ACKNOWLEDGEMENT OF TOWN ATTESTING CONTRACT

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the Town of Manlius described in and which executed the foregoing instrument; that he/she knows the seal of said Town; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he/she affixed it thereto and attest the same over his/her signature by virtue of the authority in him/her vested.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

**ATTACHMENT TO
CONTRACT**

ACKNOWLEDGEMENT OF CONTRACTOR, IF PARTNERSHIP

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20_____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

**ATTACHMENT TO
CONTRACT**

CERTIFICATE OF ATTORNEY FOR THE TOWN

I, the undersigned, _____, the duly authorized and acting legal representative of the Town, do hereby certify as follows:

I have examined the foregoing Contract and _____
(cash security/letter of credit/performance bond) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Dated: _____

Attorney for the Town

**ATTACHMENT TO
CONTRACT**

ATTACH INSURANCE CERTIFICATES HERE

TOWN BRUSH CONTRACTOR SERVICES CONTRACT

This **AGREEMENT** made as of the _____ day of _____ 20__.

Between: **Town of Manlius**, a municipal corporation, having its principal office at:
301 Brooklea Drive
Fayetteville, New York 13066
Herein after called "**Town**"

and

herein after called "**Contractor**"

In Consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. SUPERCEDING EFFECT

This Contract supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract. The foregoing notwithstanding, in the event of any conflict or contradiction between the terms, conditions and provisions of this Contract, the bid documents which are part of and incorporated herein, and the description of the work attached hereto as Exhibit "A" and/or any other exhibit, the provision, term or condition, and regardless of which document same is contained in, most favorable to Town, and its residents, as determined by the Town, shall control and prevail. Upon request of Bidder or if post contract execution any request is made for Towns interpretation in this regard, Town shall provide a letter referencing each such term, condition or provision questioned, and advising as to each, the controlling provision, term or condition and which letter shall be deemed a binding clarification of the Contract for the Term, including any option or extension thereof.

2. SCOPE OF WORK

The Contractor shall furnish all the services, including equipment, manpower, and materials necessary to perform the work associated with the collection, removal and disposal of all Brush from one, two and three family residences within the District that receive such services in compliance with the Town's requirements as set forth in Exhibit A, which is attached hereto and made a part hereof, at all locations throughout the Town District as set forth in the map of the Town at Exhibit B, which is also attached hereto and made part hereof. Prior to

commencing any work, the Contractor shall attend a meeting at a place and time designated by the Town to discuss the implementation of the terms and conditions of this Contract. All work shall also be completed in compliance with the Onondaga County Source Separation Law as shown on Exhibit C. FURTHER, if the Contractor is providing Brush services as a new Contractor, it shall furnish all residents of the Brush District with a notice by January 15, ~~2016~~2017 that it will be providing Brush services and contact information along with other information detailing how the Brush services will be provided and how they can sign up.

3. PERIOD OF PERFORMANCE

- A. The base term (Term) of this Contract shall be from January 1, 2017 to December 31, ~~2016~~2019.
- B. The Town is given an option to extend the Term of the Contract at the prices set forth in Section 5.A herein for two, one year periods, from January 1, ~~2017~~2020 to December 31, ~~2017~~2020 and January 1, ~~2018~~2021 to December 31, ~~2018~~2021. The Town must notify Contractor in writing by October 1 of the preceding year in advance of the option year of its intent to exercise such option for the next year.

4. PARTICIPANT IN COUNTY SOLID WASTE MANAGEMENT SYSTEM

The Town of Manlius is one of 33 municipalities participating in the Onondaga County Solid Waste Management System, having contractually agreed to deliver all solid waste from the Town to Onondaga County Resource Recovery Agency ("OCRRA") disposal facilities. As a condition of this Agreement, Contractor, therefore, agrees to deliver all solid waste, garbage, rubbish, refuse, and trash collected within the Town of Manlius to OCRRA facilities during the term of this Agreement, if applicable.

5. CONSIDERATION AND PAYMENT

- A. The Town shall pay to Contractor the sum of _____ Dollars (\$_____) for the base year ~~services~~, payable in twelve (12) equal monthly installments for each year. ~~the base years one to three for a total~~. Future years of service will be paid for at the bid per Unit Prices and multiplied by the actual number of one (1) to three (3) family dwelling residential living units in the District on October 1 of each year.
- B. **If applicable**, the parties acknowledge that each of the annual amounts herein above stated was calculated based upon an OCRRA tipping fee of \$___ per ton, which represents the OCRRA tipping fee for calendar year 201__ after a \$4 rebate has been granted to a Contractor of municipal solid waste in good standing. In the event that OCRRA changes its tipping

fee through a rebate, user fee, or simply increases or reduces the tipping fee, then the amount to be paid to Contractor shall be either increased or decreased, as the case may be, by the change in the tipping fee. Any such new rate shall take effect in the first day of the month depending upon which OCRRA's new tipping fee is effective.

In the event of any such adjustment in the tipping fee, the Contractor shall furnish the Town with an accurate record of such actual monthly tonnage of ordinary garbage, trash, rubbish, and refuse which is collected under this Contract in the Town. If such a record is not furnished or cannot be corroborated by the Town, the Town may estimate such tonnage for purposes of calculating the appropriate adjustment to the monthly payment.

If, during the term of this Contract, OCRRA, through a rebate or otherwise, reduces the Contractor's cost of disposing ordinary garbage, trash, rubbish, and refuse at the OCRRA facility, which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing the Contractor shall thereafter be adjusted equitably by the Town to reflect such reduction, after consultation with the Contractor.

- C. Subject to the Town choosing to exercise its option and extend the Contract beyond the base years, no later than October of the preceding base year or the option year ~~current~~, the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Contractor of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable bid amount for that number of units. Such adjustment, if any, shall take effect on October 1st of the succeeding year.
- D. Contractor will provide the Town with Performance Securities in the amounts set forth in Section 3.03 of the Information for Bidders (which is incorporated herein by reference) as security for its faithful performance of this Agreement which the Town may utilize in the event of any default in performance by Contractor.

6. NOTICES AND CORRESPONDENCE

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

- A. To the Town:
Edmond J. Theobald, Supervisor
Town of Manlius Town Hall
301 Brooklea Drive
Fayetteville, New York 13066

B. To the Contractor:

7. CONFLICT OF INTEREST

Contractor hereby warrants that there is no conflict of interest with Contractor's other contracts or other employment, if any, with the activities to be performed hereunder and that Contractor shall advise Town if any conflict or potential conflict of interest exists or arises in the future. A Conflict of Interest affidavit is attached hereto and must be executed for this Contract to be effective.

8. INDEPENDENT CONTRACTOR

In all matters relating to this Contract, Contractor shall be acting as an independent Contractor. Contractor shall not have any authority to assume or create any obligation, express or implied on behalf of Town and Contractor shall not have the authority to represent itself as an agent or employee of Town.

9. STANDARD OF PERFORMANCE

In the event that the Contractor shall at any time during the term of this Contract, fail or refuse to accept materials to be collected and/or processed pursuant to this Contract for reasons other than force majeure, the Contractor shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however if the Contractor is unable for any cause to resume performance, at the end of thirty (30) calendar days, all obligation of the Town under the Contract to the Contractor shall cease and the Town shall be free to negotiate with other Contractors. Nothing contained herein shall limit the responsibilities and obligations (either financial or performance related) of the Contractor in the event the Town determines to hire another Contractor.

10. TERMINATION

The Town reserves the right to stop work or to terminate this Contract at any time on written notice any of the following grounds:

A. The Contractor has not complied with the terms of this Contract or has failed to perform the obligations imposed on it by said Contract.

- B.** The Contractor has been adjudicated or bankrupt or has made an assignment of its assets for the benefit of creditors.
- C.** The Contractor has failed to maintain both a permit with OCRRA and a Town Contractor's License or has either revoked for just cause.
- D.** Contractor, if required, has not delivered all garbage, rubbish, trash, and refuse hereunder to the Onondaga County Solid Waste Management System operated by OCRRA as required herein.

If this Contract is so terminated, Town shall be liable only for the payment of services performed and approved prior to the effective date of termination, which for purposes herein is the date of mailing of the Notice of Termination.

11. APPLICABLE LAW

This Contract shall be interpreted in accordance with the laws of the State of New York.

12. PROHIBITION AGAINST SUBCONTRACTING

Contractor may not use a subcontractor for any part of the work to be performed under this Contract except with the prior written consent of the Town.

13. RISK OF LOSS

The Contractor assumes the risk of, and shall at all times be responsible for, any loss or damage to Contractor's boxes, compactors or other equipment or materials furnished under this Contract and maintained on properties within the Town. The Contractor shall maintain adequate insurance to cover this risk.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities, agencies and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.

15. WARRANTY OF SERVICES

Upon written notice from the Town of any defective service, Contractor shall correct or re-perform any defective or nonconforming services at no cost to the Town and any services corrected or performed by the Contractor pursuant to this clause shall be subject to all provisions of this Contract to the same extent as

work initially performed. The Town, upon the failure of the Contractor to collect the brush in accordance with the terms herein, which failure has not been cured within two (2) days following written notice thereof, shall have the right to (1) withhold any monies then due to the Contractor until the Contractor shall properly perform same and/or (2) hire and retain any other Contractor to do the collection or removal and deduct the cost to expense thereof from the amount due to the Contractor hereunder or from the security hereunder. If the Town does not require correction or re-performance, the Town shall make an equitable adjustment in the Contract price. The rate to be used to compensate the Town for disposing of garbage shall be \$250 per hour for collection and hauling plus tipping fees for disposal. In the event that defective service becomes a pattern or common occurrence by the Contractor after specific findings by the Town Board, the Town reserves the right to terminate this Contract and enter into a new contract with another Contractor.

16. TAXES

The Town is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Town pursuant to this Contract.

17. SECURITY FOR FAITHFUL PERFORMANCE

Contractor shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or Performance Bond each in a sum equal to the amount of the Contract based on the Bid price for each year for the purpose of securing the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with local office in Onondaga County. If a bond, it shall be executed by the Contractor and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Contractor. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, not later than five (5) days therefrom substituted an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

18. INSURANCE

Upon execution of the Contract, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Town with a Certificate of Insurance and Additional Insured Indorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage naming the Town as Additional Insured's, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Indorsement shall provide that the insurer must give the Town at least 30 days' prior written notice of material modification, cancellation or termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured indorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverage's shall be no less than the following:

- i. Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor and the Town prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.
- ii. Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.
- iii. Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

19. HOLD HARMLESS

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

20. CHANGES

The Town may, at any time, and from time to time, by a written order, make changes within the general scope of this Contract, including, but not limited to, the definition of services to be performed, and the time (*i.e.*, hours of the day,

days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for an adjustment under this clause must be asserted by the Contractor in writing within fifteen (15) days from the date of receipt by the Contractor of the written change order unless the Town grants, in writing, an extension to the fifteen (15) day period. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

21. INSPECTION OF SERVICES

All services provided by Contractor hereunder shall be subject to inspection and test by the Town, to the extent practicable, at all times and places during the term of the Contract. All inspections and tests by the Town shall be made in such a manner as to not unduly delay the work.

22. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, structures, streets, equipment, trees, and vegetation in the Town. If the Contractor fails to do so, Contractor shall replace or repair the damage at the Contractor's expense. If Contractor refuses or fails to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted by the Town from payments due or which may become due to the Contractor.

23. SAFETY

The Contractor shall be responsible for safety related to and during the performance hereunder. The Contractor shall ensure that its employees are notified of and observe and abide by all safety regulations and laws, including, but no limited, to, those issued by the Town. The Contractor shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property.

24. BREACH OF CONTRACT

In the event of the breach of this Contract by either party, the successful litigant shall be entitled to recover reasonable attorneys' fees, any and all court costs, expert witness fees, disbursements, including , but not limited to, such costs incurred prior to and during litigation.

25. ASSIGNMENT OF CONTRACT

This Contract cannot be assigned by Contractor to an unrelated third party without the prior written consent of the Town. Contractor agrees that if Contractor's business is acquired in whole or in part by another solid waste Contractor, Contractor will require the purchaser of Contractor's business to agree to fully assume all responsibilities of the Agreement and to be fully bound by all the terms and conditions of this Contract which will not be assigned in part, and Contractor will make such acceptance of an assignment of this Contract a pre-condition to the purchase of its business.

IN WITNESS WHEREOF, the parties have executed this Contract which is effective as of _____, 20.

ATTEST:

CONTRACTOR

Name

Title

Company:

Dated: _____

Town of Manlius

By: Edmond Theobald

Title: Supervisor

Address: 301 Brooklea Drive

Fayetteville, New York 13066

Dated: _____

AGREEMENT

(Attach Insurance Certificates Here)

AGREEMENT

(Attach Performance Bond Here)

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EXHIBIT A

STATEMENT OF WORK AND TOWN REQUIREMENTS

The successful Contractor shall be responsible for the pickup and disposal of Brush, which shall include leaves, vegetation, tree and shrub branches, grass clippings, Christmas trees and other acceptable yard waste. Brush should be tied in bundles or placed in rigid plastic, metal or burlap containers. Plastic bags may not be used because they are not recyclable (STILL TRUE?). Containers and bundles of brush may not weigh more than 50 lbs. each, and bundles may not exceed 5 feet in length. Christmas trees may not have any ornaments or tree stands attached. Collection of brush will run from April to December, with collection services during the month of January limited solely to Christmas trees.

The Contractor shall cause all of its employees and other persons performing work hereunder to comply with all instructions pertaining to conduct and regulations issued by the Town. All of the Contractors employees shall wear readily visible identification mutually satisfactory to the Town and the Contractor. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine and the Contractor shall cause all of its employees performing work to comply with such regulations. The Contractor must recognize that Town neighborhoods are places where children and others are at all times. Therefore, the Contractor agrees to obey the Town regulations at all times so as to always ensure a safe and respectable presence upon roads, streets, highways, and parking lots on the Town.

Specifications for Brush Removal Services

General Provisions

- The Contractor shall collect all brush in the District at each location on one based on a schedule determined between the Town & the successful bidder, but no less than 2 times per month.
- The Town Board will direct residents to place all items to be collected by the Contractor at the curb line in front of their respective residences on the designated collection day.
- In the event there is any disagreement as to what is considered to be ordinary brush, then the parties hereto shall agree to meet and make a good faith effort to resolve the dispute. If the parties cannot resolve the dispute, then the parties shall agree to an Arbitrator from the American Arbitration Association within ten (10) days from the date of notice of such disagreement. The matter shall be presented to the Arbitrator and both parties shall then abide by the decision of the Arbitrator so appointed.

- The Contractor shall, upon collecting all brush in accordance with this Agreement, keep the pickup areas as clean as possible.
- All brush shall be placed at the road's/street's edge off of the paved road surface in containers or bundles in such a manner that it shall not constitute an obstruction to drainage, traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks.
- Containers and bundles of brush shall not weigh more than 50 lbs. each, and bundles shall not exceed 5 feet in length.
- Excluded items which are not to be picked up as part of this Contract are construction and demolition materials, lot clearing waste, trees that have been removed, rocks, stumps, sod and any limbs or branches that exceed 3 inches in diameter. Rubbish, garbage, refuse & recyclables are also excluded
- The Contractor will instruct its personnel to be courteous at all times during the performance of their work and will establish a procedure to promptly resolve complaints made by District residents as to service.
- The Contractor shall provide the Town with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to rectify problems created by the Contractor.
- Progress and coordination meetings shall be held as required by the Town, with the Contractor's supervisory representatives with decision making authority, in attendance.
- Brush shall be collected annually from April 1 until December 31, with collection service during the month of January limited solely to Christmas trees.

Containers

- District residents electing to dispose of brush in containers shall use rigid plastic, metal or burlap containers. The use of plastic bags is prohibited.
- Containers must not weigh over fifty (50) pounds when full.
- All residential collection shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks.

Vehicles

- All brush collected under this Contract shall be collected, hauled and transported in trucks that meet all state and local governmental requirements. Trucks must be covered and shall be either rear or side loaded. Front end loading collection vehicles are generally not acceptable. Backing collection vehicles during collection of brush down through streets and cul-de-sacs where there is sufficient space for a full turning radius will not be allowed. When backing a vehicle is unavoidable, such as a dead-end street, a second employee of the Contractor must exit the vehicle and direct the driver's path to ensure safety.
- Contractor shall provide adequate trucks, together with covers and containers, to prevent the falling off or spilling off from the vehicles of the materials and items collected under this Agreement.
- All Contractors' vehicles shall be equipped in accordance with all Department of Transportation and Interstate Commerce Commission requirements.
- All Contractors' vehicles shall be well maintained and operating in accordance with all Department of Motor Vehicles regulations.
- All Contractors' vehicles shall have insurance at all times hereunder in accordance with New York State Insurance Law.
- All Contractors' vehicles shall be equipped with adequate windows and mirrors so as to provide the driver with complete vision of the container, the surrounding areas, and the emptying operation.
- All Contractors' vehicles shall be equipped with back-up alarms.
- Contractor shall have back-up vehicles available as replacements in the event of a breakdown.
- All Contractors' vehicles shall obey posted speed limits while operating within the Town.
- While operating within the Town, Contractor shall not throw or scatter or cause to be scattered or deposited or to escape from the vehicle any brush.

- Any Contractor vehicle parked or garaged in the Town shall be parked or garaged at locations approved by the Town.
- All of Contractor's vehicles shall be conspicuously labeled with the name and telephone number of Contractor.

Hours of Operation

- Contractor shall conduct all work hereunder (i.e. brush pick up) during the following hours of operation: 6:00 am to 5:00 pm on Monday through Friday in an established uniform schedule. In any week when a major holiday falls on a weekday, then collection is allowed on Saturday. Contractor shall provide to each residence in the District receiving service written notice of the scheduled Collection Day and the holidays to be observed. The collection schedule shall be filed with the Town Clerk prior to commencement of this Contract. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Manlius or his designee. The Contractor shall immediately notify, in writing, each residence in the District receiving service of any approval change in the collection schedule.

Special Events

- For special events the Contractor shall respond to the needs of the Town by adjusting its collection schedule to ensure that no delivery or collection will interfere with such event.

Clean-up

- Contractor shall be responsible for cleaning areas of loose brush dropped at the pick-up sites during the collection process.

Removal of Brush

- Where certain brush was not collected because those materials were not placed in a proper fashion, the Contractor shall respond to the Town's needs by making an unscheduled pick-up to collect all such brush.
- Contractor shall pick up all brush. In the event that the Contractor does not pick up all the brush properly placed for pick up, then the Contractor shall make an arrangement to promptly (i.e. within 24 hours) return to pick up all remaining brush or the Town may hire a third party to do so and Contractor shall pay for the cost of removal of all such brush.

Excluded Materials

- The following materials are specifically excluded from this Contract and shall not be picked up by the Contractor:
 - Grass Clippings
 - Construction and demolition materials
 - Lot clearing waste
 - Trees that have been removed
 - Rocks
 - Stumps
 - Sod
 - Limbs or branches that exceed 3 inches in diameter
 - Rubbish, Garbage, Refuse and Recyclables

Customer Complaints

- The Contractor is responsible for handling all complaints and will document complaints received on a form provided by the Town. On an annual basis, the Contractor will provide District residents with at least one phone number and contact person for complaint purposes. The resident should first attempt to resolve the complaint with the Contractor directly. If agreement is not reached, the complaint is then presented to the Municipal Recycling Liaison. The Municipal Recycling Liaison has the authority to back charge the Contractor for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. If the Complaint is not so resolved, the Town shall have the right to withhold Two Hundred Fifty Dollars (\$250.00) in payment for each unresolved homeowner complaint. Upon documentation of complaint resolution, the Two Hundred Fifty Dollar (\$250.00) withholding shall be returned to the Contractor with the next monthly payment.

CONTRACT

EXHIBIT B

TOWN OF MANLIUS RESIDENTIAL BRUSH DISTRICT MAP

CONTRACT

EXHIBIT C

**LOCAL LAW NO. 2012-2
A LOCAL LAW ENACTING A NEW ONONDAGACOUNTY SOURCE
SEPARATION LAW, AND REPEALING LOCAL LAW 12-1989, AS AMENDED
BY LOCAL LAW 14-1991**

PAYMENT ITEM 1
COLLECTION AND DISPOSAL
OF ALL
BRUSH

Work Included

- All labor, equipment and materials necessary for and incidental to the collection and disposal of all brush from all one, two and three family residences within the District that receive such collection and disposal services.
- Performance of all operations with the conditions set forth in the Information for Bidders, Section 1, as well as Exhibit A to proposed Contract attached hereto.
- Collection and disposal of such brush in accordance with the provisions of the OCRRA Contractors Permit and Contract for the Use of Agency Facilities.

Method of Payment

Payment for all work under this Contract will be made in equal monthly installments in arrears at the end of each month.

Document comparison by Workshare Compare on Tuesday, June 28, 2016
10:24:39 AM

Input:	
Document 1 ID	file:///C:/Users/jfrateschi/Desktop/Brush Bid 2016.doc
Description	Brush Bid 2016
Document 2 ID	PowerDocs:///HBROC/2854374/1
Description	HBROC-#2854374-v1-Brush_Bid_2017
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	36
Deletions	41
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	77

INFORMATION FOR BIDDERS
AND
CONTRACT DOCUMENTS
FOR
COLLECTION AND DISPOSAL
OF ALL
REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES
FOR THE
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
ISSUANCE DATE – July 2016

TOWN BOARD

EDMOND THEOBALD, SUPERVISOR

DAVID MARNELL, SR.
RICHARD ROSSETTI
KAREN GREEN

NICHOLAS MARZOLA
JOHN LOEFFLER
VINCENT GIORDANO

ALLISON EDSALL, TOWN CLERK

FRATESCHI LAW FIRM, PLLC
ATTORNEY FOR THE TOWN

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CONTRACT EXHIBIT B – Residential Trash District Map / Collection Routes

CONTRACT EXHIBIT C – Onondaga County Source Separation Law

CONTRACT EXHIBIT D – Collection Schedule / Hours of Operation

CONTRACT EXHIBIT E – Specifications for Hauler Issued Wheeled Refuse Cart

NOTICE TO BIDDERS
FOR COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES
FOR THE TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for the Town of Manlius (the "Town") will be received by the Town Board, Town of Manlius, Onondaga County, New York at the office of the Town Clerk, 301 Brooklea Drive, Fayetteville, New York 13066, until August 17, 2016 at 11:00 a.m. local time, and there at said office at said time publicly opened and read aloud.

This contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables (the "Contract" or the "Refuse Contract") in the Town of Manlius Residential Trash District ("the District") for a three (3) year period beginning January 1, 2017 with two (2) additional one year (1) option periods, as set forth below.

The boundary description and a full-sized map of the District are on file in the office of the Town Clerk and may be examined by all persons interested therein during regular business hours. Any bidder (the "Bidder" or the "Hauler") bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

This Bid shall be limited to the collection and disposal of solid waste from all one, two and three family residences in the District, each such dwelling unit within a 1, 2 and 3 family residence is defined and referred to as a Unit hereinafter, the boundaries of which shall be the same as the Town, excluding the Villages of Manlius, Fayetteville and Minoa. Solid waste shall be collected along all public roads, as well as any private roads that currently receive postal service. The Town shall not provide service during the term of this Contract to any residential unit, including Homeowners Association maintained residential units, that have opted out of such service unless notified of the election to opt-in, sent via registered or certified mail return receipt requested addressed to "Town of Manlius Trash/Brush Coordinator-Opt-in Election" 301 Brooklea Drive, Fayetteville New York 13066 not later than November 1 in which year the Refuse Contract is operative. See also Section 2.02 of the Information For Bidders, following.

The Information for Bidders and Contract Documents consisting of this Advertisement, Information for Bidders, Bid, Agreement, and Town Map (collectively, the "Contract Documents") may be obtained from the Town Clerk. Procedures relative to clarification, interpretation, and supplemental instructions are contained at Section 2.03 of the Information For Bidders, and shall be strictly construed.

Copies of the above-described Contract Documents may be obtained starting on [] only from the Office of The Town Clerk, Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066, upon deposit of the sum of \$50 per set. Checks shall be made payable to the Town of Manlius. The full amount of this deposit for one set of contract documents will be refunded to any Bidder who has duly submitted a Bid, accompanied by the Bid security and who returns the contract documents complete and in good condition within 30 days following the reward of the contract or rejection of this Bid. The full amount of this deposit for one set of contract documents will be refunded to the successful Bidder upon the execution of the contract documents. A refund of in the amount of \$50 will be made for the return within 30 days following the reward of the contract or the rejection of the bids of other sets of contract documents complete and in good condition.

Each Bid submitted shall be accompanied by a certified check, payable to the Town of Manlius, or a Bid bond of \$50,000.00 subject to the conditions provided in the Information to Bidders, Section 2 – Bid Information. An Estimated Total Unit range of numbers has been given for purposes of determination of a per Unit number Bid and which per Unit number shall apply to the service of any total Units number within the stated range and otherwise during the Contract Term except as agreed to be adjusted including for actual number of Units. To the extent a Bidder determines its Unit Price number may differ within that range, pricing may be given for Total Units within that range in increments of 500 Units and with a per Unit and Total Units price within each such increment. Bidders however are encouraged to provide a single per Unit Price for any number of Total Units within such range.

The Town Board of the Town of Manlius reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each Bidder is responsible for familiarizing himself with all the terms and conditions of the proposed Contract and the provisions contained herein.

**TOWN BOARD, TOWN OF
MANLIUS**

Dated: _____

By: _____
Edmond Theobald, Supervisor

INFORMATION FOR BIDDERS

SECTION 1 – CONDITIONS OF WORK

1.01. Receipt and Opening of Bids.

The Town Board of the Town of Manlius (herein called the Town) invites bids on the forms attached hereto for the Collection and Disposal of all Refuse, Rubbish, Garbage, and Recyclables in the Town of Manlius Residential Trash District (the "District"). Bid instructions are given in Section 2 hereof. Please note that while a single per Unit Bid number is requested, there is also an option for incremental bid submission where per Unit Pricing may be affected by the number of total Units (ARE THERE INCRIMENTAL BID SUBMISSIONS??). Bidders however are encouraged to provide a single per Unit Price for any number of Total Units within that range. (ANN DO WE WANT THIS IN??_) Per Unit bid numbers must be inclusive of the cost of Hauler provided automated carts and bins. To be clear, although reference is made herein to terminology such as Bid(s), lowest responsible Bidder and the like, this intends to solicit and take into account, as and if to the extent legally permitted, those criteria established under NYS GML §120-w and subject to NYS GML §103. Reference herein to the "Hauler", "Contractor", "Proposer" or "Bidder" are intended to mean one and the same person or entity and shall mean that or those persons or entities submitting a proposal responsive to the Notice to and Information for Bidders, and related contract and contract documents of which this is part, and upon award is intended to mean such person or entity having been awarded the contract subject hereof.

The envelopes containing the bids must be sealed and addressed to the Town Board, Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066. The outside of the envelope must bear the name and address of the Bidder and "BID FOR THE COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES FOR THE TOWN OF MANLIUS RESIDENTIAL TRASH DISTRICT."

The Town Board may consider any informal Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any Bid may be withdrawn prior to the above-scheduled time of the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder shall withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Bids received by facsimile or e-mail will not be accepted. Any submitted bids clearly not including an alternate or only the alternate Bid will be considered only to the extent that alternate is or is not considered by the Town Board.

1.02. Location and Description.

The work of this Contract shall be the weekly collection and disposal of all refuse, rubbish, garbage and recyclables generated by one, two, and three family residences in the District, as shown on the map found at Exhibit "B" to the Contract. All solid waste must be disposed of at Onondaga County Resource Recovery Agency ("OCRRA") facilities.

1.03. Commencement and Completion.

Upon execution and delivery of the attached Town Waste Haulers Services Contract, performance security, copy of OCRRA Hauler Agreement and Permit for the Contract period and the delivery of the required insurance certificates and policies by the Hauler to the Town and the approval thereof by the Town's attorney, the Haulers will be notified to proceed with the work of the Contract commencing on January 1, 2017 and continuing through December 31, 2019. The Town will notify Hauler by October 1st of 2019 whether it wishes to extend the Contract through the two (2) one year option periods. To be clear, the option year contract is a unilateral right that can be exercised only by the Town.

1.04. Special Conditions.

- a. The Contract for the proposed services will be awarded by the Town Board to the lowest responsible Bidder and pursuant to NYS GML §103 and however with consideration of qualification pursuant and to the extent legally permitted and applicable under the additional criteria set forth at NYS GML §120-w and otherwise subject to such Bidder applying for, qualifying for, and obtaining a license from the Town to collect such refuse, garbage, and recyclables pursuant to the provisions of Town of Manlius Town Code 119-3 and obtaining a hauler permit issued by the Onondaga County Resource Recovery Agency, seven (7) days after notification of award of the Contract. The Town Board, in determining the lowest responsible Bidder, shall consider qualification per the criteria established by law for same and which may include, as legally permitted that criteria set forth at NYS GML §120-w, but not be limited to evidence of past performance in supplying such services by such Bidder in the Town of Manlius, other areas or municipalities where such Bidder has rendered such service. Evidence of past failure to collect refuse and garbage in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service in a manner as required hereunder in the rationally based opinion of the Town Board and after providing Bidder prior written notice advising of the particulars and if controverted in writing within five (5) days thereof, a right to be heard in executive session of the Town Board pursuant to procedures established by the Town Board for such purpose shall be full and sufficient reason for the Town

Board of the Town of Manlius to reject such Bid on the basis that the Bidder is not a qualified responsible Bidder. To be clear, the determination of responsibility may include consideration of all the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town Board and in executive session, if permitted by law and so directed by the Town Board.

- b.** The successful Hauler shall establish, for the duration of the awarded contract, one or more specified day(s) of the week other than Saturdays, Sundays or legal holidays for collections from all of the one, two and three family homes within the Town, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall, and shall provide to each such homeowner written notice of the scheduled collection days, the Town regulations regarding the collection and disposal of refuse, garbage and recyclables and any other information required by the Town of Manlius. A copy of the collection schedule shall be filed with the Town Clerk of the Town of Manlius, prior to commencement of this contract. No deviation shall be made from said established collection days without prior written approval of the Supervisor of the Town of Manlius or his designee. The Hauler shall immediately notify, in writing, each homeowner of any approved deviation. The Town Solid Waste/Recycling Coordinator shall provide to the Hauler a list of all residences within the District receiving services.
- c.** Unless separately authorized hereunder, all collections shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets.
- d.** The Hauler shall use proper care in the handling and emptying of such containers and receptacles and shall not toss or throw them when returning them to the residence or the curb or right of way so that they are not likely to be damaged or destroyed, or in the event that the Hauler shall fail to comply with this provision, the Hauler shall replace such receptacle at his own cost and expense, or make financial restitution therefore, and deliver same to the owner of the damaged container or receptacle within seven (7) days after receipt of a valid claim.
- e.** The disposal of all rubbish, garbage, refuse and recyclables collected shall be the responsibility of the Hauler.

- f.** All garbage collected under this Contract shall be collected, hauled and transported in fully enclosed, leak-proof garbage trucks, and these vehicles shall comply with Part 301 of the NYS Vehicle and Traffic Law, Part 79 of the Commissioners Regulations (NYS Inspection Program) and Section 27-0712 of the Environmental Conservation Law. Recyclables shall be collected in a unitized vehicle specifically made for this purpose, or a split packer body vehicle in which recyclables are stored separately from refuse. The Hauler shall provide a list of the vehicles that will be used to service the District, including but not limited to, year, make, model and picture of each vehicle. Vehicles performing the work for Hauler shall make every effort to in doing so stay as far to the pickup side of the road as possible and where unable to do so shall periodically pullover, including to a stop as reasonably necessary and in order to allow vehicle passage.
- g.** All work performed by the Hauler under this Contract shall be performed in a good and workmanlike manner approved by the Town of Manlius.
- h.** The Hauler shall faithfully perform and fulfill the agreement and the Hauler will not subcontract or assign this Contract without the written consent of the Town of Manlius. (See attached Contract Section 23 and 31).
- i.** If, in the opinion of the Supervisor, rationally based, the Hauler shall fail in any manner to properly perform any part of the attached Contract, the Town may withhold any monies then due to the Hauler until the Hauler shall properly perform same and the Hauler shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Hauler. The rate to be used to compensate the Town for disposing of garbage shall be \$250 per hour for collection and hauling plus tipping fees for disposal.
- j.** The Town may terminate the attached Contract upon written notice for any of the grounds set forth in Section 16 of the proposed Contract attached hereto.
- k.** Collection of refuse, rubbish, garbage, or recyclables shall not be made before 6:00 A.M. or after 5:00 P.M. (See proposed Contract Exhibit "D" - "Collection Schedule / Hours of Operation" attached hereto).

I. Refuse, Rubbish, Garbage and Recyclable Items.

The Successful Hauler shall be responsible for the pickup and disposal of:

- Trash
- Refuse
- Rubbish, which includes non-recyclable paper, rags, non-recyclable bottles and cans and similar waste.
- Recyclables shall include those recyclable items so designated pursuant to Onondaga County Local Law No. 12 of 1989 as specifically listed by the Onondaga County Resource Recovery Agency in the attachments to the Hauler Agreement for the use of OCRRA Solid Waste Management System.
- Garbage, which includes every accumulation of both animal and vegetable matter, both liquid or otherwise, which accumulation and preparation of food and all sorts of meat, fish, fowl or vegetables are stored or dealt in are subject to decay and include in general all items of a similar nature which are subject to decay.

m. Excluded Items.

Items which are not to be picked up as part of this Contract are yard waste (including brush, leaves, grass clippings, tree limbs, cuttings), construction materials, furniture, tubs, sinks, white goods and other appliances, tires and auto batteries, hazardous waste, large items of machinery and equipment, including motor vehicles and major components thereof (e.g. transmissions, rear ends, springs, fenders and gas tanks), agricultural equipment, sewage, septic or human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind, flammable substances, hazardous chemicals, offal, regulated medical waste, human remains, chemotherapeutic waste, foundry sand, paints, acids, caustics, poisons, asbestos containing materials.

n. Contract Adjustments.

In the event the tipping fee at the Onondaga County Resource Recovery Agency facilities increases or decreases from the year 2017 base tipping fee of \$[] per ton, which represents the OCRRA tipping fee for calendar year 2017 after a \$[] rebate has been granted to a hauler of municipal solid waste in good standing, the Hauler and the Town of Manlius agree to adjust the Hauler's

fee. Such adjustment(s) shall be mutually agreed upon using information available on typical residential waste quantities generated hereunder as set forth in Section 5(B) of the proposed Contract attached hereto and the Town shall be notified by October 1st, before the succeeding January that increase or decrease shall take effect. In no event shall any such adjustment exceed the net increase or decrease in tipping fees times the actual or the agreed to estimated number of units in the District.

The Contract shall also be subject to an adjustment due to the number of residential Units or customers included in the service provided hereunder by Town. No later than December 1st of the contract years 2017, 2018 and 2019, and November 1st of any option year, the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Hauler of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable Bid amount for the corresponding number of units. Such adjustment, if any, shall take effect on January 1st of the succeeding year.

The Hauler is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Hauler must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United States Government (EIA) as part of its Bid. The base rate submitted shall consider any averaging, regional or market conditions stated therein and shall control through October 1 of a contract year.
- 2) On October 1st of 2019, if the Town has elected to proceed with the option year contract, the hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the option year.
- 3) The Hauler or the Town may submit on , and January 1 of a contract year an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1st of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Hauler or the Town and shall be due only when the per gallon price set at bid or on October 1 during the term of the Contract is equal to but not less than 5% +/- of the base rate for the period in question. Adjustment

shall not in any event exceed 10% +/- . In all other cases, there shall be no adjustment.

- 4) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

o. Environmental.

Any Hauler who is awarded a contract for the collection and disposal of all refuse, rubbish, garbage and recyclables in the Town of Manlius shall be responsible for the protection of the environment during the performance of the Contract (See Section 20 of the proposed Contract attached hereto).

p. Pickup

As a requirement of this Contract, the pickup of County Designated Recyclables (see Contract Exhibit "C") shall occur once a week and on the same day as the scheduled pickup of refuse, rubbish and garbage. (See Exhibits "A" and "D" to the proposed Contract "Scope of Work & General Provisions" attached hereto).

q. Estimated Units.

For the purpose of preparing bids for the Town, each Bidder shall complete bidding documents using following range historical three year Units serviced by the Town: 2013 - _____; 2014 - _____; 2015 - _____. A Unit is defined as each residential living unit in those one, two and three family homes within the trash district depicted on the Trash district map included in Contract Exhibit "B". The number of Units may change on an annual basis the exact number to be determined not later than December 1 of a contract year and November 1 for the contract option year if elected. Only one per Unit charge regardless of Total Units be provided in the bid. (ANN, CAN I TAKE THIS OUT??)

r. Additional Services.

The Hauler will be required to collect the following additional items, in dry condition, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and the Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these additional items, the actual price may vary from the cost set forth

below and must be negotiated between the Hauler and the resident. Payment for such pick up shall be made by the resident directly to the Hauler.

Item

- Hot water tanks, stoves, washers, dryers, white goods
- Refrigerators, air conditioners, freezers, dehumidifiers
- Bathroom Fixtures (toilets, sinks, tubs)
- Tires
- Rugs
- Furniture
- Construction and demolition debris
- Each trash bag in excess of the 8-bag limit
- Lawn mowers
- Play Structures
- Garage service: Price structure to be determined
By the Hauler****
- Tote/cart/bin rental or sale- non automated service only.

****Bidders should be aware of the importance to residents, especially the elderly, of garage service. Thus in the event of comparable or close bids, a competitive number for garage service will be considered by the Town Board on the issue of whether a bid is responsive. To be clear, a responsive bid must include garage service at a competitive rate.

s. Resolution of Customer Complaints.

Customer/homeowner should first attempt to resolve the problem with the Hauler directly. If agreement is not reached, the complaint is then presented to the Solid Waste/Recycling Coordinator. The Solid Waste/Recycling Coordinator has the authority to back charge the Hauler for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. In addition, the Town has the option of utilizing Town personnel in charging the services back to the Hauler. The Town will withhold a \$250 payment for each unresolved complaint. (See proposed Contract Exhibit "A" under subheading "Customer Complaints").

t. Sales Tax

This Contract is not subject to sales tax. No sales tax should be included in the Bid. (See proposed Contract Section 22).

INFORMATION FOR BIDDERS

SECTION 2 – BID INFORMATION

2.01. Qualifications of Bidders; Evaluation and Selection Process

The objective of this request for bids process is to select a Bidder whose proposal is judged through the evaluation process outlined in this section, to be in the best interests of the Town of Manlius. All proposals will be evaluated according to the requirements of NYS GML §103, information submitted, including, in addition to having the lowest responsive bid with relevant Unit Pricing, and being deemed responsible, as legally permitted and applicable under the additional criteria set forth at NYS GML §120-w, including: (a) evaluation and verification of the Bidder's qualifications, experiences and references; (b) evaluation of technical information; and (c) analysis of financial and economic information.

The Town, as its option, will select the proposal most advantageous and suitable to the needs of the Town. Each proposal will be evaluated for completeness and responsiveness. The determination of responsibility may also include consideration of, as legally permitted, the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder, such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town Board in executive session, if permitted by law and so directed by the Town Board. At the Town Board's discretion during the evaluation process, it may either reject any proposal deemed incomplete or nonconforming with instructions or request further information or clarification from Bidders. Proposals of non-qualifying Bidders will not be considered for further evaluation. Each proposal will also be evaluated to determine if the minimum financial and technical requirements are met.

While the overall cost to Town District residents will constitute a major criterion for the evaluation of the proposals, the Town reserves the right to assess the entire proposal for each of the evaluation categories described. The Bidder must demonstrate sufficient financial resources to meet all contract requirements. The proposal will be evaluated relative to the Bidder's creditworthiness, annual report, financial statements, and bonding ability.

Company experience, in general, project experience, management capability, operations experience, and experience conducting business with the public sector will be evaluated. A list of descriptions for each evaluation criteria is as follows:

- **Project Experience:** The project experience of the Bidder will be

evaluated according to the following:

- o Previous experience in refuse collection and disposal management and recycling operations management.
 - o Willingness and ability to respond to changes and concerns expressed by the Town representatives.
 - o Provided references
 - o Commitment and ability to meet schedules and long-term contract obligations.
 - o History of environmental compliance.
- Management Capability: Bidders will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
 - o Project management
 - o Worker health and safety policies and practices
 - o Experience working with municipal officials
 - o Experience of personnel assigned to project management, experience with management of refuse collection and disposal operations and recycling collection and processing operations.
- Experience with Public Sector Entities: Bidders experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated. Bidders experience with the Town will be a significant component of the evaluation process.
- Technical Evaluation submitted in accordance with Proposal Concepts. The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the Town. Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly

qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

2.02. Bidder's Responsibility

Prior to the submission of Bids, each Bidder will have inspected the Town site of the proposed work, all road and traffic conditions, and adjacent areas and with due consideration to seasonal and extraordinary weather conditions, and to have read and to be thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document, shall in no way relieve any Bidder from any obligation in respect to his Bid. In particular Bidder understands that some or all of the areas and residents within the District including those serviced by Homeowners Association's may not be provided services at some or all times during the Term of the Contract, and any option or renewal Terms. The Town Board's decision will be based upon whether or not and to the extent the Homeowners Association contract with its present hauler is a valid and enforceable contract and shall include consideration of whether or not such contract has been entered into or renewed after the date of the resolution establishing and public announcement of mandatory residential services within the District, and/or whether any such contract can be legally terminated or may be enforceable as against or subject such Homeowners Association to a legally enforceable claim for damages, it however being the intent of the Town to mandate District provided service to all residential Units within one to three family homes in the District and to preempt, supersede and/or nullify any such contract that as a matter of law or otherwise is or can be so preempted, superseded or nullified.

2.03. Addenda and Interpretation

No interpretation of the meaning of the Town Map, Specifications, or other portions of the Information for Bidders and Contract Documents will be made orally. Every request for such interpretation must be addressed to the Supervisor of the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, and to be given consideration must be sent via registered or certified mail ,return receipt requested, or by express mail delivery with a nationally recognized service received at the above address at least ten(10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be made in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requested to all holders of the Information for Bidders and Contract Documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Information for Bidders and Contract Documents.

2.04. Bid Submittal Requirements

2.04.1 Related Submissions. Each Bidder shall submit information regarding their proposed approach for implementation of the project, in addition to the required information contained in Section 1.04 Special Conditions herein. The approach shall include the following minimum information:

- a. **Hauler's Description of Requested Services.** Provide a detailed description of the Hauler's ability to implement the project, and the likelihood for success. List key milestones and potential obstacles. Provide a project schedule indicating key dates. As part of this information, Bidders should supply a list of existing projects, a summary of how they are similar in nature to this proposed project, and associated references that can be contacted by the evaluation team during the interview and/or negotiation process..
- b. **Program to Minimize Missed Collections and Manage Complaints.** Bidder Haulers shall include their affirmative written proposal as a policy for mitigation of missed collections and establish a verifiable system where the Hauler will be able to rectify complaints received by the Town regarding missed collection, poor handling of refuse and recycling containers, and any other issues that may arise concerning the work performed by the Hauler. Customer complaints will be first answered and administered by the Town. The Hauler shall be responsible for responding to customer complaints forwarded to the Town. The Town will then forward prioritized complaints to the Hauler either by e-mail or facsimile. The Hauler shall have a minimum of two (2) phone lines, one facsimile number, and one email dedicated to this account for Town correspondence and the forwarding of collection problems.
- c. **Proposal Exceptions.** The Bidder Hauler shall furnish a list that specifies any proposal exceptions or qualifications however acknowledging that same is not a consent or waiver of any of any of the requirements described herein.
- d. **Completion of proposal forms:**
 - i. Bid Form;
 - ii. Non-collusive bidding certificate;
 - iii. Corporate Resolution;
 - iv. Certification of Equipment; and
 - v. Conflict of Interest Affidavit

- e. **Hauler Qualifications.** Provide an organizational chart, inclusive of responsibilities and reporting relationships of personnel, and supporting text describing the background of the organization. Include a list of all legal and contractual relationships between and among Bidder team members. Include a short business history of Bidder team members that is inclusive of experiences with provision and services requested in this request for proposals.
- f. **Value Added Alternatives.** Describe any specific methodologies, innovative practices, and potential cost saving measures relevant to this solicitation.
- g. **Financial Viability/Funding Sources.** Provide a description of any proposed financing or other assistance package and identify the anticipated costs sought to be addressed and total financial investment (including hard asset equity invested). Justify the financial viability of the proposed approach.
- h. **Certified Financial Statements.** Provide three (3) years of audited financial statements including balance sheets, cash flow and income statements.
- i. **Bond and Credit Ratings/References.** Provide bond and credit rating information. Include a minimum of two (2) (of each) bond and credit references. Any such information should support that the required performance security required hereunder can be provided.
- j. **Demonstrated Financial Performances.** Demonstrate the ability to meet contract securing requirements by supplying information on previous projects including financial guarantees, letters of credit and payment and/or performance bonds
- k. **Affirmative Action/Equal Opportunity Employment.**
This project will be subject to all applicable laws, directives, and regulations as promulgated by State and Local authorities in the areas of Affirmative Action Equal Employment Opportunity (EEO).
- l. **Evidence of Security Requirements.** The Bidder awarded the contract shall furnish a cash security, an irrevocable letter of credit or properly executed Performance Bond at the time of contract execution, each to be in the amount of 100% of the total contract price. As such, each bid submission shall include the proposed form of security in specimen form together with a letter from the bank or other depository confirming its willingness to issue same pursuant to the specifications contained herein in the event of bid award. A form of such required bond is included with the Agreement.

- m. **Evidence of Compliance with Insurance Requirements.** The Bidder awarded the contract shall furnish the insurance required in Section 3.04 hereof. As such, each bid submission shall include the proposed form of insurance certificate including a letter from the bidder's insurer evidencing it substantially conforms to the specifications contained herein and the insurers willingness to issue same in the event of bid award.
- l. **Any other information, as legally permitted, described at, or bearing on the criteria described at NYS GML §120-w.**

2.04.2. Bid Form-Attachments All blank spaces on the Bid Form, for the three-year base contract period and the two (2) one-year option periods, must be filled in. Each Bidder shall appropriately fill in with ink, both the words and the figures. Pricing is also required for optional services but is not intended to be relied upon as a significant factor in determining selection of the successful Bidder. Bidder however nevertheless acknowledges that such optional services are important to many residents and a Bid submitted with pricing for such items and services that is unusually high relative to market rates may bear on the Town's determination as to whether the Bid is responsive, Bidder is qualified and responsible, under NYS GML §103 and as otherwise may be legally considered including under NYS GML §120-w. As the Bid Form does not provide ample space for an optional incremental Unit price Bid as permitted herein, or for the Alternate Bid, same should be attached as (a) separate sheet(s) indicating it is a separate page of the Bid Form and clearly delineating the components of such incremental and Alternate Bid(s). The Alternate Bid assumes Bidder, at own cost and expense, provided 95 gallon wheeled carts and 18 gallon recycle bins per the cart specifications described at Section 205.1(l) and Contract Exhibit "E", and with vehicles constructed or fitted to permit fully or partially automated pickup of carts, and which such vehicles, whether owned or to be acquired fully described in the bid proposal.

2.05. General Bid Conditions

- a. **Proposals Held as Non-Public Data.** Only the company names of vendors submitting bids will be made public. All Bid documents shall be held as non-public data until the Town Board awards a new Contract and authorizes staff to execute the new Contract.
- b. **Negotiations.** The Town Board will negotiate with the top ranked Bidder. If negotiations with the top ranked Bidder are not successful, the Town Board may then initiate negotiations with the second ranked Bidder, and so on. The Town Board reserves the right to negotiate specific work elements with a respondent into a Contract of lesser or greater expense than described in this request for bids of the Bidder's reply.

- c. **Insurance Requirement.** Before performing any work on the awarded contract, the successful Bidder shall procure and maintain, during the life of said contract, insurance coverage as listed in Section 3.04.
- d. **Indemnification.** The work performed by the Hauler shall be at the risk of the Hauler exclusively. To the fullest extent permitted by law, the Hauler shall indemnify, defend (at Hauler's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Hauler or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Hauler, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Hauler shall not be obligated to indemnify and defend the Town of Manlius for claims found to be due to the sole negligence of willful misconduct of Indemnified Parties.

Hauler's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

- e. **Bid Security.** Each Bid shall be accompanied by a certified check of the Bidder, payable to the Town or a Bid bond in the amount of \$50,000.00. Failure to submit Bid security as described above shall be sufficient cause for rejection of the Bid(s) of such Bidder. Such Bid security will be returned to all except the three lowest formal Bidders within five (5) days after the formal opening of Bids, and the remaining Bid securities will be returned to the lowest unsuccessful Bidders within the forty-eight (48) hours after approval by the Town Attorney of the executed Contract and the insurance furnished, or if no Contract has been so executed within forty-five (45) days after the date of the opening of the Bids, upon demand of the Bidder

at any time thereafter so long as he has not been notified of the acceptance of the Bid.

- f. **Standard of Performance.** In the event that the Hauler shall at any time during the term of the agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the Hauler shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however, if the Hauler is unable for any cause to resume performance, at the end of thirty (30) calendar days, all liability of the Town under the agreement to the Hauler shall cease and the Town shall be free to negotiate with other Haulers.
- g. **Termination.** Unless otherwise provided by applicable statute, rule, or regulation, if:
 - i. The Hauler is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - ii. A receiver or liquidator is appointed for the Hauler or for any of (his/her/its) property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
 - iii. The Hauler refuses or fails to prosecute the work or any part thereof with due diligence; or
 - iv. The Hauler refuses or fails to comply with all applicable laws or ordinances; or
 - v. The Hauler is guilty of a substantial violation of any provisions of this contract;
 - vi. The Town Board may terminate the agreement, and all liability of the Town of Manlius under the agreement shall cease, and the Town of Manlius shall be free to enter into recycling arrangements or agreements with other Haulers and to bring action on the performance bond(s).
- h. **Vehicles.** The vehicles used for hauling refuse, bulk items and recyclables will be of a length, width and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the wastes. All vehicles must not leak any wastes. The Town Board and Hauler will agree on a master list of vehicles to be used for hauling of refuse, bulk items and recyclables. The master list may contain the truck number, tare weight, volumetric capacity, and other information the

parties may agree. The alternate Bid shall include vehicles equipped for automated cart emptying.

- i. **Collection Schedule.** The Hauler is responsible for reviewing and following the existing collection schedule within the Town of Manlius or establishing a collection schedule subject to approval by the Town Board, which shall remain consistent throughout the life of the contract. Collection schedule and hours of operation can be found in Exhibit "D" to the Contract. The Hauler is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the Town Board after thirty (30) days notice given by the Hauler by publishing in the local newspaper and delivering of a handbill to each resident/business from which collection of materials is required hereunder, all at the expense of the Hauler. The Hauler shall expect to service new parcels throughout the contract period; similarly there are parcels that will go vacant and collection will cease. The Town, to its best ability, shall notify the Hauler monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

Refuse shall be collected at a minimum frequency of once per week to each participating property within the Town of Manlius. Refuse collection at a frequency greater than once per week will be handled on a case by case basis with exceptions granted to Businesses operating with the Central Business District. All appropriate documentation will be submitted by the Town to the Hauler.

If due to inclement weather or any other unforeseen conditions, the Hauler fails to furnish the collection of refuse, bulk items and recyclables on the days specified, the Hauler will proceed to complete the work hereafter, but in no event to exceed a period of forty-eight (48) hours after the scheduled day of collection.

- j. **Equipment and Personnel.** The Hauler agrees to provide sufficient resources (manpower and equipment) to complete the work required under this request for bids, and further agrees to have reserve equipment available. The Hauler shall exercise caution at all times for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Hauler. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under

this contract and the equipment used therein. The Hauler must exercise due care in the hauling of refuse, bulk items and recyclables. The Hauler shall be compelled to clean-up and hereby agrees to clean-up any unsightly condition caused by carelessness on the part of its employees in handling of Refuse, Bulk Items and Recyclables. The Hauler, promptly upon becoming aware of any spills in transit, will give notice to the Town and will supply the Town with a copy of any notice given to any governmental agencies of such spill.

The Hauler shall keep fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Hauler, whether or not such laws, ordinances, or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the Town of Manlius and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances, or regulations.

- k. **Alternate/Back-Up Plan.** Bidder shall provide a full and complete back-up operations plan in the event that the contracted services are suspended. The Hauler may cease collection of refuse and recyclables only if an emergency-only travel ban has been issued for the Town of Manlius or under discretion of the Town Board when the conditions are deemed hazardous for Hauler's personnel or residents of the Town of Manlius.
- l. **Hauler Issued Wheeled Refuse Carts and Recycle Bins.** In connection with the Alternate Bid, the Town anticipates Hauler, at its own cost and expense purchasing wheeled refuse carts and recycle bins and delivering to District Unit users for use in collecting refuse and recyclables. An acceptable container shall be a 95 Gallon capacity injection or rotational molded, high/medium density polyethylene body and lid, durable plastic, two-wheel assemblies, a solid steel axle, and a lift bar and 18 gallon capacity recycle bin (specification for both are shown at Exhibit "E" of the Contract).
- m. **Wheeled Refuse Cart Responsibility.** The Contractor will retain full responsibility for the wheeled refuse carts, issuing replacement containers, coordinating and managing service level changes and handling warranty related issues as necessary. The property owner bears responsibility for the use, storage and care of the Contractor-issued container.

2.06. Discrepancy in Bids

In the event there is a discrepancy in any Bid between the Unit Price(s) written in figures, and the Unit Price(s) written in words, the Unit Price(s) written in words shall govern.

2.07. Lowest Bidder

Bids will be compared on the basis of the per Unit and total Unit Price Bids for the three-year base period and the two one option periods.

The lowest Bidder will be that Bidder whose Unit Price Bid is lowest and Total Units Price is based on that and therefore also lowest. The estimated Total Unit numbers range has been provided for those Bidders whose pricing may be affected by volume and economies of scale, however ideally one Unit Price shall be provided and the total Unit Price shall be based upon multiplication of the Unit Price times the Estimated Total Units. The Bidder can simply indicate that its Unit Pricing will be the same within actual number of Units within that estimate. The Town reserves the right to award the Contract to the lowest responsible Bidder meeting the specifications for the contract period. A Bidder may determine that within that range of Estimated Unit numbers described in the Information for Bidders at Section 104(q), and based upon its investigation of the District, and information provided herein with respect to homeowners associations, determine different per Unit price is warranted based upon the total of actual Unit numbers within that range of Estimated Unit numbers however in such cases a per Unit and total Units price shall be provided for each increment of 500 Units, within such range.

2.08. Award of Contract

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three year base contract and the two one year option periods, and who, in the opinion of the Town, is the most advantageous and suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at, NYS GML §120-w.

It is the intention of the Town that the work will be awarded within forty-five (45) calendar days after the opening of the Bids to the lowest responsible Bidder whose Bids conform to the requirements of the Bidding Contract Documents. Nevertheless, even after the expiration of such forty-five (45) days, the Town may accept a Bid and award the work to any Bidder whose Bid has not been withdrawn prior to such acceptance. In any event, no Bid may be withdrawn prior to sixty (60) calendar days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

2.09. Liquidated Damages for Failure to Execute Contract

The successful Bidder, upon his failure or refusal to execute and deliver the attached proposed Contract, or a contract substantially similar to the attached, together with all policies and certificates of insurance within seven (7) days after his/she/it has received notice of acceptance of his/her/its Bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with the Bid.

INFORMATION FOR BIDDERS

SECTION 3 – BOND AND INSURANCE PROVISIONS

SECURITY FOR FAITHFUL PERFORMANCE

3.01. AWARD OF CONTRACT

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the base contract year and the option period, and who, in the opinion of the Town, is the most advantageous and suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at, NYS GML §120-w.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the Town and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

It is the intention of the Town that the Work will be awarded within 45 calendar days after the opening of Bids to the lowest responsible Bidder or combination of lowest responsible Bidders whose Bids conform to the requirements of the Bidding Contract Documents. Bids may not be withdrawn, altered or revoked during this 45 day period. Even after the expiration of such 45 day period, the Town may accept a Bid and Award the Work to any Bidder whose Bid had not been unequivocally withdrawn or revoked prior to the mailing of written notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until the Town receives an unequivocal statement to that effect. In any event, no Bid shall be withdrawn, altered or revoked prior to expiration of a period of sixty (60) days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

3.02. ESTIMATED QUANTITIES

The Bidder, by submitting his Bid, agrees that he is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

3.03 SECURITY FOR FAITHFUL PERFORMANCE

Hauler shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or a properly executed Performance Bond, each to be in the amount of 100% of the total contract price bid for each year of the contract, for the purpose of securing the performance by the Hauler of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with local office in Onondaga County. If a bond, same shall be executed by the Hauler and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The form of such required bond must conform with any specifications included herewith and in the case of a bond or letter of credit include a letter from the issuer or surety indicating that it conforms to same and the issuer's willingness to issue same in the event of bid award. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Hauler. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Hauler shall, not later than five (5) days therefrom substituted an acceptable letter of credit or Bond (or Bonds) in such form and sum and signed by such other issuer surety or sureties as may be satisfactory to the Town Board. The fee or premiums on such letters of credit or Bonds shall be paid by the Hauler. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

3.04 INSURANCE REQUIREMENTS FOR HAULERS

Upon execution of the Contract, and prior to the Hauler's commencing any work or services with regard to the Project, the Hauler shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Hauler shall provide the Hauler with a Certificate of Insurance and Additional Insured Indorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage naming the Town as Additional Insured's, shall not be less than \$2 million dollars each

Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Haulers, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Haulers or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Hauler insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Indorsement shall provide that the insurer must give the Town Board at least 30 days' prior written notice of material modification, cancellation or termination of the Hauler's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Hauler shall supply the Hauler with a new and replacement Certificate of Insurance and Additional Insured indorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally and prior to commencement of the Work, the Hauler shall provide the Town Board with a Certificate of Insurance showing liability insurance coverage for the Hauler and any employees, agents, or subcontractors of the Hauler for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverage's shall be no less than the following:

- i. Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Hauler prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.
- ii. Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.

- iii. Waiver of Subrogation: Hauler shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

The bidder shall include, with its bid, the proposed form of insurance certificate, together with a letter from the issuer indicating it substantially complies with the provisions hereof and of its willingness to issue same in the event of contract award.

INFORMATION FOR BIDDERS

SECTION 4 – STATE PROVISIONS

STATE OF NEW YORK

4.01 WORKMEN'S COMPENSATION

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Hauler shall at all times during the life of this Contract provide adequate Workmen's Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Hauler shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914 as amended.

4.02 LABOR LAW

Pursuant to subdivision 2 of Section 220 of the Labor Law, it is stipulated that no laborer, workman, or mechanic in the employ of the Hauler, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life, or property, or in cases of national emergency when so proclaimed by the President of the United States of America.

4.03 LABOR PREFERENCE

With respect to all skilled, semi-skilled and unskilled workers employed under this Contract:

- A. Priority of employment shall be given to veterans in all practical cases.
- B. Preference in employment shall be given to persons from the public assistance rolls where such persons are available and qualified to perform the work to which the employment relates.

4.04 NON-DISCRIMINATION

Except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the Project under this Contract, shall not be discriminated against.

4.05 CONTRACT CANCELLATION CLAUSE

The Hauler and/or Bidder and/or Supplier hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

1. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such persons and by any other firm, partnership or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but

any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

4.06 HOURS AND WAGES (See Labor Law Section 220)

No laborer, workman or mechanic in the employ of the Hauler, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the Hauler, subcontractor, or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the Fiscal Officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the Fiscal Officer follows this section and is a part of this Contract. Wage rates predetermined in accordance with the law will be transmitted, when received, to the Hauler and will become a part of this Contract at no cost to the Town. Any person employed on the site of the work on an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal officer.

The Hauler's attention is invited to Labor law, Section 220 and related Sections in their entirety.

4.07 DISCRIMINATION PROHIBITED (See Labor Law Section 220-e)

The Hauler agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:

- (a) That in hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Hauler, subcontractor nor any person acting on behalf of such Hauler or subcontractor, shall by reason of race, creed, color, national origin, sex, or any other protected class recognized by the United States or the State of New York discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no Hauler, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on

account of race, creed, color, national origin, sex or any other protected class recognized by the United States or the State of New York;

- (c) That there may be deducted from the amount payable to the Hauler by the Town under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- (d) That this Contract may be cancelled or terminated by the Town and all monies due to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State of a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

4.08 DUST HAZARDS (See Labor Law Section 222-a)

If, during the performance of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Hauler at his expense.

The Contract shall be void and of no effect unless the Hauler complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

4.09. NON – COLLUSION CERTIFICATION (See General Municipal Law Section 103 – d or where applicable Public Authorities Law Section 2604)

Each Bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.

4.10 WORKER'S COMPENSATION (See General Municipal Law Section 108)

This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for

the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the worker's compensation law.

4.11 LIEN LAW

The attention of the Hauler is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a Hauler for a public improvement are declared to constitute trust funds in the hands of such Hauler to be applied first to the payment of certain claims.

4.12 SALES AND USE TAX EXEMPTIONS

The Town is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York.

Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) the sale of materials, equipment and supplies to the Town;
- (b) the sale to the Hauler or his subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property (i.e., incorporated in the Project);
- (c) the sale to the Hauler or his subcontractors of materials, equipment and supplies to be resold to the Town other than those described in (b) above.

This Project is to be Bid, the Contract drawn and payments made in such manner that the Town shall have the full advantage of all available exemptions from sales and compensating use taxes.

The Hauler, his subcontractors and his material men shall complete New York Sales Tax Hauler Exempt Purchase Certificate and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The Hauler and his subcontractors shall maintain and keep for a period of six years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year

period, until such claim determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all tax exempt materials, equipment and supplies purchased by each.

Each Bidder shall include in this Bid and shall be responsible for the payment of all costs and liabilities (other than those directed to be excluded as in this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Bidder and the subcontractors under the Contract and any other applicable taxes however assessed.

**BID
FOR COLLECTION AND DISPOSAL
OF ALL
REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES
FOR THE
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK**

The Signer of this Bid declares:

That he has carefully examined the annexed form of this Agreement and all Contract Documents.

NON-COLLUSIVE BIDDING CERTIFICATION

Pursuant to Section 103-d of the General Municipal Law, by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies 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;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a Bid for the purpose of restricting competition.

Affix Seal
if Principal
is Corporation

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Signature of Authorized Office of Bidder

Date:

STATE OF NEW YORK)

) ss:

COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me
personally came _____
Name of Bidder and

Each Person Signing on Behalf of Bidder

to me known, who being by me duly sworn, did swear and affirm that he/she
resides at _____

that he/she is the _____ of the Bidder herein and signs the
foregoing Non-Conclusion Certification on behalf of such Bidder; that he
executed the foregoing Non-Conclusion Certification; and that, to the best of his
knowledge and belief, the statement made in the foregoing Non-Conclusion
Certification is true.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BID

TOWN OF MANLIUS

COLLECTION AND DISPOSAL

OF ALL

REFUSE, RUBBISH, GARBAGE & RECYCLABLES

TO THE TOWN BOARD, TOWN OF MANLIUS

The undersigned hereby declares that he has carefully examined all Bidding and Contract Documents and that he has personally inspected the actual location of the Work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Advertisement for bids and the Documents relating thereto, the Bidder hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned further agrees to accept the Unit prices, if any, set forth, as full payment for or the amount of credit to the Town for, any deletions, additions, modifications or changes to the portion or portions of Work covered by said unit prices.

**OPTIONAL SERVICES RELATED TO THE COLLECTION AND DISPOSAL OF
ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES FOR THE TOWN OF
MANLIUS**

**PRICING INCLUDED BELOW IS REQUIRED FOR POTENTIAL OPTIONAL
SERVICES AND WILL NOT BE USED IN DETERMINING SELECTION OF THE
SUCCESSFUL BIDDER**

The Hauler will be required to provide the following services and/or collect the following additional items, in dry conditions, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and the Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these additional items, the actual price may vary from the cost set forth below and must be negotiated between the hauler and the resident. Payment for such pickup shall be made by the resident directly to the Hauler.

Item	Maximum price (each)
Hot water tanks, stoves, washers, dryers, white goods	\$ _____
Refrigerators, air conditioners, freezers, dehumidifiers	\$ _____
Bathroom Fixtures (toilets, sinks, tubs)	\$ _____
Tires	\$ _____

Rugs	\$ _____

Furniture	\$ _____
Construction and demolition debris	\$ _____
Each trash bag in excess of the 8-bag limit	\$ _____
Lawn mowers	\$ _____
Play Structures	\$ _____
Garage service: Price structure to be determined By the Hauler	\$ _____
Purchase of _____ gallon container**	\$ _____
Rental of _____ gallon container**	\$ _____

Dated: _____

Name of Bidder: _____

Address of Bidder:

** this separate pricing is not to be included in connection with alternate bid- such purchase or rental included in alternate bid price.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within seven (7) days after the date of such mailing or delivering of such notice, execute and deliver the Contract or Contracts in substantially the form of the Agreement attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered:

The undersigned further agrees to comply with the requirements as to the conditions of employment and hours of labor set forth in the Bid and proposed Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this proposal is either a certified check or Bid bond for the sum of Fifty Thousand and xx/100 Dollars (\$50,000), which shall become the property of the Town, if, in case this proposal shall be accepted by the Town, the undersigned shall fail to execute a Contract with and give the required performance security and insurance to the Town within seven (7) days after the date of said mailing or delivering of said notice of acceptance.

Dated: _____, 20

(Signature of Authorized Officer of Bidder)

By: _____

Address: _____

* Insert Bidder's name; if a corporation, give the exact official corporate name and affix the Corporate Seal; if a partnership or an individual doing business under an assumed name, give the exact official name as it appears on the Assumed Name Certificate.

RESOLUTION

(Corporate Bidders Only)

Resolved that _____ be authorized to sign and submit the Bid or proposal of this corporation for Town Solid Waste Collection and Disposal for Town of Manlius and to include in such Bid or proposal the certificate as to non-collusion required by Section one hundred three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

Corporation at a meeting of its board directors held on the _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

**ATTACH
BID SECURITY
TO THIS SHEET**

**CERTIFICATION OF EQUIPMENT
TO TOWN OF MANLIUS**

STATE OF NEW YORK)

) ss:

COUNTY OF ONONDAGA)

_____, being duly sworn, deposes and says:

1. The Bid set forth in the attached proposal sheet has been submitted by deponent on behalf of

_____.

2. That as an inducement to the Town of Manlius and for the purposes of reliance thereon by the Town of Manlius, deponent certifies that the following itemized equipment is owned or will be acquired by _____ prior to commencement of the Contract, and all of said equipment will be regularly used in performing the services Bid for in the attached proposal sheet.

3. That the following is an itemized statement of the equipment to be used:

(Give make and model of truck and body, and year of manufacture, also indicate if related only to alternate bid). Attach separate sheet as necessary.

Subscribed and sworn to before me this

Notary Public

AFFIDAVIT

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

1. Our/My firm, _____, is an independent firm or company, and has this date submitted a Bid or quote to provide goods and/or services to the Town of Manlius.
2. I certify on behalf of the Bidder or quoter that is and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance of these services to the Town of Manlius.
3. If awarded a contract my/our firm agrees that in the rendering of services to the Town of Manlius, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my/our employees or agents have any such interest and hereby certify that no such interest exists.

For and on Behalf of:

Notary Public

**ATTACHMENT TO
CONTRACT**

ACKNOWLEDGEMENT OF TOWN ATTESTING CONTRACT

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20_____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the Town of Manlius described in and which executed the foregoing instrument; that he/she knows the seal of said Town; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he/she affixed it thereto and attest the same over his/her signature by virtue of the authority in him/her vested.

Notary Public

ACKNOWLEDGEMENT OF HAULER, IF A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

**ATTACHMENT TO
CONTRACT**

ACKNOWLEDGEMENT OF HAULER, IF PARTNERSHIP

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF HAULER, IF AN INDIVIDUAL

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before me
personally came and appeared _____ to me known, and
known to me to be the person described in and who executed the foregoing
instrument and acknowledged that he/she executed the same.

Notary Public

**ATTACHMENT TO
CONTRACT**

CERTIFICATE OF ATTORNEY FOR THE TOWN

I, the undersigned, _____, the duly authorized and acting legal representative of the Town, do hereby certify as follows:

I have examined the foregoing Contract and _____ (cash security/letter of credit/performance bond) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Dated: _____

Attorney for the Town

**ATTACHMENT TO
CONTRACT**

ATTACH INSURANCE CERTIFICATES HERE

TOWN SOLID WASTE HAULER SERVICES CONTRACT

This **AGREEMENT** made as of the _____ day of _____ 20__.

Between: **Town of Manlius**, a municipal corporation, having its principal office at:
 301 Brooklea drive
 Fayetteville, New York 13066
 Herein after called "**Town**"

and

Herein after called "**Hauler**"

In Consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SUPERCEDING EFFECT**

This Contract supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract. The foregoing notwithstanding, in the event of any conflict or contradiction between the terms conditions and provisions of this Contract, the Bid documents which are part of and incorporated herein, and the scope of the work attached hereto as an Exhibit "A" and/or any other Exhibit, the provision, term or condition, and regardless of which document same is contained in, most favorable to Town, and its residents, as determined by the Town, shall control and prevail. Upon request of Bidder or if post contract execution any request is made for Town's interpretation in this regard, Town shall provide a letter referencing each such term, condition or provision questioned, and advising as to each, the controlling provision, term or condition and which letter shall be deemed a binding clarification of the Contract for the Term, including any option or extension thereof.

2. **SCOPE OF WORK**

The Hauler shall furnish all the services, including equipment, manpower, and materials necessary to perform the work associated with the collection, removal

and disposal of all ordinary refuse, rubbish, garbage and recyclables from one, two and three family residences within the District that receive such services in compliance with the Town's requirements as set forth in Exhibit "A", which is attached hereto and made a part hereof, at all locations throughout the Town as set forth in the map of the Town at Exhibit "B", which is also attached hereto and made part hereof. Prior to commencing any work, the Hauler shall attend a meeting at a place and time designated by the Town to discuss the implementation of the terms and conditions of this Contract. All work shall also be completed in compliance with the Onondaga County Course Separation Law as shown on Exhibit "C".

3. PERIOD OF PERFORMANCE

- A. The base term (Term) of this Contract shall be from January 1, 2017 to December 31, 2019.
- B. **The** Town is given an option to extend the Term of the Contract at the prices set forth in Section 5.A herein for two one year periods from January 1, 2020 to December 31, 2020 and January 1, 2021 to December 31, 2021. The Town must notify Hauler in writing by October 1 of the preceding year in advance of the option year of its intent to exercise such option for the next year.

4. PARTICIPANT IN COUNTY SOLID WASTE MANAGEMENT SYSTEM

The Town of Manlius is one of 33 municipalities participating in the Onondaga County Solid Waste Management System, having contractually agreed to deliver all solid waste from the Town to Onondaga County Resource Recovery Agency ("OCRRA") disposal facilities. As a condition of this Agreement, Hauler, therefore, agrees to deliver all solid waste, garbage, rubbish, refuse, and trash collected within the Town of Manlius to OCRRA facilities during the term of this Agreement.

5. CONSIDERATION AND PAYMENT

ANN DO WE NEED TO ADD SOMETHING ABOUT AN ADMINISTRATIVE FEE??

- A. The Town shall pay to Hauler the sum of _____ Dollars (\$_____) for the base years, payable in twelve (12) equal monthly installments for each year. Future years of service will be paid for at the Bid per Unit Prices and multiplied by the actual number of one(1) to three(3) family dwelling residential living units in the District on October 1 of each year.

- B.** The parties acknowledge that each of the annual amounts herein above stated was calculated based upon an OCRRA tipping fee of \$[] per ton, which represents the OCRRA tipping fee for calendar year 20[] after a \$[] rebate has been granted to a hauler of municipal solid waste in good standing. In the event that OCRRA changes its tipping fee through a rebate, user fee, or simply increases or reduces the tipping fee, then the amount to be paid to Hauler shall be either increased or decreased, as the case may be, by the change in the tipping fee. Any such new rate shall take effect in the first day of the month depending upon which OCRRA's new tipping fee is effective.

In the event of any such adjustment in the tipping fee, the Hauler shall furnish the Town with an accurate record of such actual monthly tonnage of ordinary garbage, trash, rubbish, and refuse which is collected under this Contract in the Town. If such a record is not furnished or cannot be corroborated by the Town, the Town may estimate such tonnage for purposes or calculating the appropriate adjustment to the monthly payment.

If, during the term of this Contract, OCRRA, through a rebate or otherwise, reduces the Hauler's cost of disposing ordinary garbage, trash, rubbish, and refuse at the OCRRA facility, which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing the Hauler shall thereafter be adjusted equitably by the Town to reflect such reduction, after consultation with the Hauler.

- C.** Subject to the Town choosing to exercise its option and extend the Contract beyond the base years, no later than October of the preceding base year or the option year(s), the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Hauler of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable Bid amount for that number of units. Such adjustment, if any, shall take effect on October 1st of the succeeding year.
- D.** Hauler will provide the Town with Performance Securities in the amounts set forth in Section 3 of the Information for Bidders (which is incorporated herein by reference) as security for its faithful performance of this Agreement which the Town may utilize in the event of any default in performance by Hauler.

6. NOTICES AND CORRESPONDENCE

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

A. To the Town:
Edmond J. Theobald, Supervisor
Town of Manlius Town Hall
301 Brooklea Drive
Fayetteville, New York 13066

B. To the Hauler:

7. CONFLICT OF INTEREST

Hauler hereby warrants that there is no conflict of interest with Hauler's other contracts or other employment, if any, with the activities to be performed hereunder and that Hauler shall advise Town if any conflict or potential conflict of interest exists or arises in the future. A Conflict of Interest affidavit is attached hereto and must be executed for this Contract to be effective.

8. INDEPENDENT HAULER

In all matters relating to this Contract, Hauler shall be acting as an independent Hauler. Hauler shall not have any authority to assume or create any obligation, express or implied on behalf of Town and Hauler shall not have the authority to represent itself as an agent or employee of Town.

9. STANDARD OF PERFORMANCE.

In the event that the Hauler shall at any time during the term of the agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the Hauler shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however, if the Hauler is unable for any cause to resume performance, at the end of thirty (30) calendar days, all obligations of the Town under the agreement to the Hauler shall cease and the Town shall be free to negotiate with other Haulers.

10. VEHICLES.

The vehicles used for hauling refuse, bulk items and recyclables will be of a length, width and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the wastes. All vehicles must not leak any wastes. The Town Board and Hauler will agree on a master list of vehicles to be used for hauling of refuse, bulk items and recyclables. The master list may contain the truck number, tare weight, volumetric capacity, and other information the parties may agree.

11. COLLECTION SCHEDULE.

The Hauler is responsible for reviewing and following the existing collection schedule within the Town of Manlius or establishing a collection schedule subject to approval by the Town Board, which shall remain consistent throughout the life of the contract. The collection schedule and hours of operation can be found at Exhibit "D". The Hauler is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the Town Board after thirty (30) days notice given by the Hauler by publishing in the local newspaper and delivering of a handbill to each resident/business from which collection of materials is required hereunder, all at the expense of the Hauler. The Hauler shall expect to service new parcels throughout the contract period; similarly there are parcels that will go vacant and collection will cease. The Town, to its best ability, shall notify the Hauler monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

Refuse shall be collected at a minimum frequency of once per week to each participating property within the Town of Manlius. Refuse collection at a frequency greater than once per week will be handled on a case by case basis with exceptions granted to Businesses operating with the Central Business District. All appropriate documentation will be submitted by the Town to the Hauler.

If due to inclement weather or any other unforeseen conditions, the Hauler fails to furnish the collection of refuse, bulk items and recyclables on the days specified, the Hauler will proceed to complete the work hereafter, but in no event to exceed a period of 48 hours after the scheduled day of collection.

12. EQUIPMENT AND PERSONNEL.

The Hauler agrees to provide sufficient resources (manpower and equipment) to complete the work required under this request for bids, and further agrees to have reserve equipment available. The Hauler shall exercise caution at all times for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Hauler. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this contract and the equipment used therein. The Hauler must exercise due care in the hauling of refuse, bulk items and recyclables. The Hauler shall be compelled to clean-up and hereby agrees to clean-up any unsightly condition caused by carelessness on the part of its employees in handling of Refuse, Bulk Items and Recyclables. The Hauler, promptly upon becoming aware of

any spills in transit, will give notice to the Town and will supply the Town with a copy of any notice given to any governmental agencies of such spill.

The Hauler shall keep fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Hauler, whether or not such laws, ordinances, or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the Town of Manlius and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances, or regulations.

13. ALTERNATE/BACK-UP PLAN.

Bidder shall provide a full and complete back-up operations plan in the event that the contracted services are suspended. The Hauler may cease collection of refuse and recyclables only if an emergency-only travel ban has been issued for the Town of Manlius or under discretion of the Town Board when the conditions are deemed hazardous for Hauler's personnel or residents of the Town of Manlius.

14. HAULER ISSUED WHEELED REFUSE CARTS AND RECYCLE BINS.

In connection with the Alternate Bid, the Town anticipates Hauler purchasing wheeled refuse carts of 95 gallons and delivering one to each Unit resident for use in collecting refuse and recycles. An acceptable container shall be a 95 gallon capacity injection or rotational molded, high/medium density polyethylene body and lid, durable plastic, two-wheel assemblies, a solid steel axle, and a lift bar. The Hauler shall also be responsible for ensuring that 18 gallon recycle bins are provided to Unit residents and as necessary periodically replaced. Specifications as to both shown at Exhibit "E".

15. WHEELED REFUSE CART RESPONSIBILITY.

The Hauler will retain full responsibility for the wheeled refuse carts, issuing replacement containers, coordinating and managing service level changes and handling warranty related issues as necessary. The property owner bears responsibility for the use, storage and care of the Hauler-issued container.

16. TERMINATION

The Town reserves the right to stop work or to terminate this Contract at any time on written notice upon any of the following grounds:

- i. The Hauler is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- ii. A receiver or liquidator is appointed for the Hauler or for any of (his/her/its) property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- iii. The Hauler refuses or fails to prosecute the work or any part thereof with due diligence; or
- iv. The Hauler refuses or fails to comply with all applicable laws or ordinances; or
- v. The Hauler is guilty of a substantial violation of any provisions of this contract;
- vi. The Town Board may terminate the agreement, and all liability of the Town of Manlius under the agreement shall cease, and the Town of Manlius shall be free to enter into recycling arrangements or agreements with other Haulers and to bring action on the performance bond(s).

If this Contract is so terminated, Town shall be liable only for the payment of services performed and approved prior to the effective date of termination, which for purposes herein is the date of mailing of the Notice of Termination.

17. APPLICABLE LAW

This Contract shall be interpreted in accordance with the laws of the State of New York.

18. PROHIBITION AGAINST SUBCONTRACTING

Hauler may not use a subcontractor for any part of the work to be performed under this Contract except with the prior written consent of the Town.

19. RISK OF LOSS

The Hauler assumes the risk of, and shall at all times be responsible for, any loss or damage to Hauler's boxes, compactors or other equipment or materials furnished under this Contract and maintained on properties within the Town. The Hauler shall maintain adequate insurance to cover this risk.

20. COMPLIANCE WITH LAWS

The Hauler shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities, agencies and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.

21. WARRANTY OF SERVICES

Upon written notice from the Town of any defective service, Hauler shall correct or re-perform any defective or nonconforming services at no cost to the Town and any services corrected or performed by the Hauler pursuant to this clause shall be subject to all provisions of this Contract to the same extent as work initially performed. The Town, upon the failure of the Hauler to collect the garbage, refuse, rubbish, trash and recyclables in accordance with the terms herein, which failure has not been cured within two (2) days following written notice thereof, shall have the right to (1) withhold any monies then due to the Hauler until the Hauler shall properly perform same and/or (2) hire and retain any other hauler to do the collection or removal and deduct the cost to expense thereof from the amount due to the Hauler hereunder or from the security hereunder. If the Town does not require correction or re-performance, the Town shall make an equitable adjustment in the Contract price. The rate to be used to compensate the Town for disposing of garbage shall be \$250 per hour for collection and hauling plus tipping fees for disposal.

22. TAXES

The Town is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Town pursuant to this Contract.

23. SECURITY FOR FAITHFUL PERFORMANCE

Hauler shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or Performance Bond each in a sum equal to the amount of the Contract based on the Bid price for each year for the purpose of securing the performance by the Hauler of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with local office in Onondaga County. If a bond, it shall be executed by the Hauler and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The premium, fee and any collateral security for any such

letter of credit or bond shall be borne in full by the Hauler. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Hauler shall, not later than five (5) days therefrom substituted an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town Board . The premiums on such Bond shall be paid by the Hauler. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

24. **INSURANCE**

Upon execution of the Contract, and prior to the Hauler's commencing any work or services with regard to the Project, the Hauler shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Hauler shall provide the Hauler with a Certificate of Insurance and Additional Insured Indorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage naming the Town as Additional Insured's, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Haulers, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Haulers or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Hauler insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Indorsement shall provide that the insurer must give the Town Board at least 30 days' prior written notice of material modification, cancellation or termination of the Hauler's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Hauler shall supply the Hauler with a new and replacement Certificate of Insurance and Additional Insured indorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally and prior to commencement of the Work, the Hauler shall provide the Town Board with a Certificate of Insurance showing liability insurance coverage for the Hauler and any employees, agents, or subcontractors of the Hauler for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverages shall be no less than the following:

- i. Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Hauler prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.
- ii. Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.
- iii. Waiver of Subrogation: Hauler shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

The foregoing insurance coverage shall not be materially modified, terminated or cancelled during the term of this Contract.

The Hauler shall cause the Town and the Town Board to be named as additional insureds under the Comprehensive Public Liability and Auto Liability policies.

25. HOLD HARMLESS

The work performed by the Hauler shall be at the risk of the Hauler exclusively. To the fullest extent permitted by law, the Hauler shall indemnify, defend (at Hauler's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Hauler or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Hauler, its employees or

agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive.

Hauler's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

26. CHANGES

The Town may, at any time, and from time to time, by a written order, make changes within the general scope of this Contract, including, but not limited to, the definition of services to be performed, and the time (*i.e.*, hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Hauler for an adjustment under this clause must be asserted by the Hauler in writing within fifteen (15) days from the date of receipt by the Hauler of the written change order unless the Town grants, in writing, an extension to the fifteen (15) day period. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

27. INSPECTION OF SERVICES

All services provided by Hauler hereunder shall be subject to inspection and test by the Town, to the extent practicable, at all times and places during the term of the Contract. All inspections and tests by the Town shall be made in such a manner as to not unduly delay the work.

28. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION

The Hauler shall use reasonable care to avoid damaging existing buildings, structures, streets, equipment, trees, and vegetation in the Town. If the Hauler fails to do so, Hauler shall replace or repair the damage at the Hauler's expense. If Hauler refuses or fails to make such repair or replacement, the Hauler shall be liable for the cost thereof which may be deducted by the Town from payments due or which may become due to the Hauler.

29. SAFETY

The Hauler shall be responsible for safety related to and during the performance hereunder. The Hauler shall ensure that its employees are notified of and observe and abide by all safety regulations and laws, including, but no limited, to, those issued by the Town. The hauler shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property.

30. BREACH OF CONTRACT

In the event of the breach of this Contract by either party, the successful litigant shall be entitled to recover reasonable attorneys' fees, any and all court costs, expert witness fees, disbursements, including , but not limited to, such costs incurred prior to and during litigation.

31. ASSIGNMENT OF CONTRACT

This Contract cannot be assigned by Hauler to an unrelated third party without the prior written consent of the Town. Hauler agrees that if Hauler's business is acquired in whole or in part by another solid waste hauler, Hauler will require the purchaser of Hauler's business to agree to fully assume all responsibilities of the Agreement and to be fully bound by all the terms and conditions of this Contract which will not be assigned in part, and Hauler will make such acceptance of an assignment of this Contract a pre-condition to the purchase of its business.

IN WITNESS WHEREOF, the parties have executed this Contract which is effective as of _____, 20.

ATTEST:

HAULER: _____

TOWN OF MANLIUS

BY: _____

BY: _____

Name: _____

Name: Edmond Theobald

Title: _____

Title: Supervisor

Title

Address: 301 Brooklea Drive

Fayetteville, New York 13066

Dated: _____

Dated: _____

AGREEMENT

(Attach Insurance Certificates Here)

AGREEMENT

(Attach Performance Bond Here)

EXHIBIT A

SCOPE OF WORK AND TOWN REQUIREMENTS

Hauler shall pick up once weekly on the Collection Day all trash, solid waste, rubbish, garbage, refuse, food waste, and recyclables put out by residents of one, two and three family homes within the District as depicted in Exhibit "B" and shall deliver all trash, garbage, rubbish, refuse, food waste, and other solid waste to OCRRA disposal or processing facilities and all recyclables to an OCRRA Contracted Material Recovery Facility for processing.

The Hauler shall cause all of its employees and other persons performing work hereunder to comply with all instructions pertaining to conduct and regulations issued by the Town. All of the Haulers employees shall wear readily visible identification mutually satisfactory to the Town and the Hauler. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine and the hauler shall cause all of its employees performing work to comply with such regulations. The Hauler must recognize that Town neighborhoods are places where children and others are at all times. Therefore, the Hauler agrees to obey the Town regulations at all times so as to always ensure a safe and respectable presence upon roads, streets, highways, and parking lots on the Town.

Specifications for Trash and Recyclable Removal Services

General Provisions

- The hauler shall collect all garbage, trash, rubbish, refuse, food waste, and other such solid waste, and recyclables in the District at each location on a weekly basis. The Hauler shall establish a uniform schedule for collection so that each residence will be informed of the specified day (i.e. "Collection Day") on which their trash and recyclables will be collected.
- During the time that Hauler is collecting, transporting, and disposing of such garbage, trash, rubbish, refuse, solid waste, and recyclables from District generators, no waste, recyclables, or materials of any kind should be loaded on the Hauler's vehicle from any other source. Hauler recognizes that taking any such material from other sources would result in the Town paying for someone else's waste disposal which, if it financially benefits the Hauler or some third party, would constitute fraud.
- The Hauler shall be responsible for disposing of all said garbage, trash, rubbish, refuse and other solid waste collected under this Agreement from generators in the Town of Manlius at OCRRA facilities.

- The Hauler shall collect from Town generators all County Recyclables designated by OCRRA and contained in “blue bin” recycling containers.
- The Hauler agrees to comply with Onondaga County Local Law No. 12 of 1989, as amended, which requires that all County-designated Recyclables are delivered to a Material recovery Facility for recycling and that County-designated recyclables may not be disposed of as waste. A copy of an updated version of Local Law No. 12 is attached hereto as Exhibit “C” for your reference.
- All refuse, garbage, rubbish, trash and other solid waste collected by the Hauler hereunder shall be transported to the OCRRA Waste-to-Energy Plant on Rock Cut Road in the Town of Onondaga, New York or other OCRRA facility as directed by OCRRA. All recyclables shall be transported to an OCRRA Contracted Materials Recycling Facility. All costs associated with the disposal of solid waste collected under this Contract are the Hauler’s responsibility. All monies or credits due or received for the delivery of recyclables collected under this Contract shall accrue to the Hauler.
- The Town Board will direct residents to place all items to be collected by the Hauler at the curb line in front of their respective residences on the designated collection day.
- In the event there is any disagreement as to what is considered to be ordinary garbage, trash, refuse, rubbish, solid waste or recyclable, then the parties hereto shall agree to meet and make a good faith effort to resolve the dispute. If the parties cannot resolve the dispute, then the parties shall agree to an Arbitrator from the American Arbitration Association within ten (10) days from the date of notice of such disagreement. The matter shall be presented to the Arbitrator and both parties shall then abide by the decision of the Arbitrator so appointed.
- The Hauler shall, upon emptying garbage and refuse bags, cans, or recycling bins, and loading trucks in accordance with this Agreement, pick up all trash, papers, garbage, rubbish, and recyclables or any other refuse and keep the pickup areas as clean as possible. It is agreed that the Hauler will prevent garbage, rubbish, trash, papers, refuse, recyclables, and other materials from cluttering the pickup areas as a result of Hauler’s pickup.
- No limbs of trees, logs, brush, leaves, lawn trimmings, or other yard waste, or construction and/or demolition debris will be taken by the Hauler.

- All waste materials shall be placed at the road's/street's edge and all trash shall be in bags that are in good condition and which are no larger than 32 gallon size, not to exceed a total of eight (8) bags per unit.
- Trash and/or recyclables not properly separated according to Town and OCRRA standards shall be tagged by the Hauler and left and the Hauler shall notify the home owner or resident as to the reason their trash and/or recyclables were not picked up.
- Hauler will instruct its personnel to be courteous at all times during the performance of their work and will establish a procedure to promptly resolve complaints made by District residents as to service.
- The Hauler shall provide the Town with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to rectify problems created by the Hauler.
- Progress and coordination meetings shall be held as required by the Town, with the Hauler's supervisory representatives with decision making authority, in attendance.

Containers

- The Hauler shall make available to District residents trash containers or carts, which may be purchased or rented by such residents at the following additional costs stated in the Bid. If the Alternate Bid is the basis of the Contract Award, then same shall be provided free of charge to the Town and Unit residents.
- All such containers provided by the Hauler hereunder shall be leak-proof.
- All household containers used by the District residents for disposal must not weigh over fifty (50) pounds when full.
- All residential collection shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. The Hauler may, however, pick up such residential waste at a designated location within the property (typically at the garage door) of any resident that requests such service at an additional cost, arranged separately with each such resident.

Vehicles

- All refuse collected under this Contract shall be collected, hauled and transported in fully enclosed, water tight, steel body, packer-type garbage trucks in good condition and repair. Trucks must be covered and shall be either rear or side loaded. Front end loading collection vehicles are generally not acceptable. Recyclables shall be collected in a unitized vehicle specifically made for this purpose, or a split packer body vehicle in which recyclables are stored separately from refuse. Tag along recyclable trailers are not acceptable. Backing collection vehicles during collection of refuse and recyclables down through streets and cul-de-sacs where there is sufficient space for a full turning radius will not be allowed. When backing a vehicle is unavoidable, such as a dead-end street, a second employee of the Hauler must exit the vehicle and direct the driver's path to ensure safety.
- Hauler shall provide adequate trucks, together with covers and containers, to prevent the falling off or spilling off from the vehicles of the materials and items collected under this Agreement.
- All Hauler's vehicles shall be equipped in accordance with all Department of Transportation and Interstate Commerce Commission requirements.
- All Hauler's vehicles shall be well maintained and operating in accordance with all Department of Motor Vehicles' regulations.
- All Hauler's disposal vehicles shall be permitted by the OCRRA.
- All Hauler's vehicles shall have insurance at all times hereunder in accordance with New York State Insurance Law.
- All Hauler's vehicles shall be capable of engaging, lifting and emptying all containers without spillage, or reckless tipping or dropping.
- All Hauler's vehicles shall be equipped with adequate windows and mirrors so as to provide the driver with complete vision of the container, the surrounding areas, and the emptying operation.
- All Hauler's vehicles shall be equipped with back-up alarms.
- Hauler shall have back-up vehicles available as replacements in the event of a breakdown.
- All Hauler's vehicles shall obey posted speed limits while operating within the Town.

- While operating within the Town, Hauler shall not throw or scatter or cause to be scattered or deposited or to escape from the vehicle any solid waste, recyclables, and/or materials.
- Hauler shall not allow leachate from waste material or other obnoxious or contaminating substances to drain from the Hauler's vehicle on roads, streets, highways, and parking lots located within the Town. In particular, Hauler shall not open pick-up truck spigots on roads, streets, highways, and parking lots located within the Town.
- Any Hauler vehicle parked or garaged in the Town shall be parked or garaged at locations approved by the Town.
- All of Hauler's vehicles shall be conspicuously labeled with the name and telephone number of Hauler.
- Hauler will, under no circumstances, bring hazardous waste upon Town properties.

Clean-up

- Hauler shall be responsible to clean and/or repair any area damaged by spills or leaks from Hauler's equipment.
- Hauler shall be responsible for cleaning areas of loose waste materials dropped at the pick-up sites during the emptying process.

Removal of Uncollected Waste

- Where certain solid waste, recyclables and/or other waste materials were not collected because those materials were not placed or prepared in a proper fashion, the Hauler shall respond to the Town's needs by making an unscheduled pick-up to collect all such garbage.
- Hauler shall pick up all garbage, trash, rubbish, refuse, food waste and other solid waste, recyclables and/or other such waste materials. In the event that Hauler does not pick up all the waste properly placed for pick up, then Hauler shall make an arrangement to promptly (i.e. within 24 hours) return to pick up all remaining waste or the Town may hire a third party to do so and Hauler shall pay for the cost of removal of all such waste.

Miscellaneous

- The Hauler shall provide at no cost to the Town a roll off container, which shall be located at a specified location determined by the Town for use by Town employees. The Town shall reimburse the hauler for any tipping fees associated with the disposal of refuse from such container.

Excluded Materials

- The following materials are specifically excluded from this Contract and shall not be picked up by the Hauler:
 - Asbestos and asbestos containing materials
 - Sewage
 - Acids, caustics, poisons
 - Large items of machinery and equipment, including motor vehicles and parts thereof
 - Agricultural equipment
 - Septic or human wastes
 - Flammable substances
 - Human remains
 - Chemotherapeutic waste
 - Foundry sand
 - Used oil
 - Explosives and ordnance
 - Cleaning fluids
 - Hazardous waste
 - Hazardous chemicals
 - Regulated medical waste

- Yard and garden waste, including brush, leaves, grass clippings, tree limbs and cuttings
- Construction and demolition materials
- Liquid waste
- Incinerator ash or residue
- Auto batteries
- Paints
- The Hauler will be required to collect the following additional items, in dry condition, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these additional items, the actual price may vary from the cost set forth below and must be negotiated between the hauler and the resident. Payment for such pick up shall be made by the resident directly to the Hauler.

Item

- Hot water tanks, stoves, washers, dryers, white goods
- Refrigerators, air conditioners, freezers, dehumidifiers
- Bathroom Fixtures (toilets, sinks, tubs)
- Tires
- Rugs
- Furniture
- Construction and demolition debris
- Each trash bag in excess of the 8-bag limit
- Lawn mowers
- Play Structures
- Garage service: Price structure to be determined
By the Hauler
- The approximate special pick up prices included in the Bid shall remain in effect for the term of the Contract, including any option year's. The hauler shall provide a price list to the District residents for these additional

services. Nothing in this paragraph shall be construed as granting the Hauler an exclusive right to collect these items.

Customer Complaints

- The Hauler is responsible for handling all complaints and will document complaints received on a form provided by the Town. On an annual basis, the Hauler will provide District residents with at least the phone numbers, a fax number and email address and contact person for complaint purposes. The resident should first attempt to resolve the complaint with the Hauler directly. If agreement is not reached, the complaint is then presented to the Solid Waste/Recycling Coordinator. The Solid Waste/Recycling Coordinator has the authority to back charge the Hauler for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. If the Complaint is not so resolved, the Town shall have the right to withhold Two Hundred Fifty Dollars (\$250.00) in payment for each unresolved homeowner complaint. Upon documentation of complaint resolution, the Two Hundred Fifty Dollars (\$250.00) withholding shall be returned to the Hauler with the next monthly payment.

EXHIBIT B

TOWN OF MANLIUS RESIDENTIAL TRASH DISTRICT MAP / COLLECTION ROUTE

EXHIBIT C

**LOCAL LAW NO. 2012-2
A LOCAL LAW ENACTING A NEW ONONDAGA COUNTY SOURCE
SEPARATION LAW, AND REPEALING LOCAL LAW 12-1989, AS AMENDED
BY LOCAL LAW 14-1991**

EXHIBIT D

COLLECTION SCHEDULE / HOURS OF OPERATION

Hours of Operation

- Hauler shall conduct all work hereunder (i.e. rubbish and recyclable pick up) during the following hours of operation: 6:00 am to 5:00 pm on Monday through Friday in an established uniform schedule. In any week when a major holiday falls on a weekday, then collection is allowed on Saturday. Hauler shall provide to each residence in the District receiving service written notice of the scheduled Collection Day and the holidays to be observed. The collection schedule shall be filed with the Town Clerk prior to commencement of this Contract. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Manlius or his designee. The Hauler shall immediately notify, in writing, each residence in the District receiving service of any approval change in the collection schedule.

Special Events

- For special events the Hauler shall respond to the needs of the Town by adjusting its collection schedule to ensure that no delivery or collection will interfere with such event.

EXHIBIT E

SPECIFICATIONS FOR HAULER ISSUED WHEELED REFUSE CART

Proposal to supply wheeled refuse/recycling carts in approximately 95-gallon size which consist of injection or rotational molded, high/medium-density polyethylene body and lid, durable plastic, two wheel assemblies, a solid steel axle, and a lift bar. Containers must be able to be dumped by both semi-automated and fully automated truck systems.

Each bidder is required to submit a full specification for the containers offered, a statement of availability of spare parts, and a description of the terms of any warranty. Bidder must supply with bid complete technical data on the particular container being bid on. Bidder must provide a detailed user's list of exactly the same make and model of the cart which the Town may use for references regarding the quality of products and service records of the manufacturer. The product being bid must have been in regular service for a minimum of three years and have been in regular service in at least five communities that required 5,000 or more carts.

Prices quoted are Delivered prices. The successful bidder shall provide a delivery schedule for distribution of various size roll out refuse containers.

GENERAL

1. Each wheeled rollout container shall consist of a body, lid, wheels, axle, metal lift bar and necessary accessories. The wheeled refuse container shall be designed to contain solid waste materials including garbage, rubbish, refuse and yard waste. The wheeled refuse container shall be provided with an adequate handle and wheels so that it can be pushed or pulled with little effort. The body and lid of the container shall be high or medium density polyethylene (H/MDPE). The container shall be manufactured with up to 10% post consumer recycled polyethylene. All materials shall be hot melt compounded and that is the only acceptable procedure (dry blending is unacceptable). The cart is to be produced with fully recyclable H/MDPE resin which will allow the container to be recycled after use. Additional requirements include Minimum wall thickness of the body shall be 0.160 - 0.175 inch. The thickness of the containers critical wear points (cart bottom, handle, lift bar, etc.) must be no less than 0.185 inch. There shall be a wear ridge or drag rail molded around the perimeter of the container bottom to prevent abrasion wear-through. This wear ridge shall consist of a molded on solid resin material. Add-on pads are not acceptable.
2. An integrally molded reinforced upper "pouch" and a rotating non-plastic front catch bar shall be the only acceptable method of attachment to the refuse vehicle cart dumper system. Bolted metal frames are not acceptable. The bar must be 1.0" o.d. and must be minimum 15 gauge wall thickness.
3. Container body interior and exterior surfaces should be smooth. The external and interior surface should be free of shrink holes, cracks, blow holes, and webs. The interior should be free of crevices and recesses where refuse could become trapped, thus preventing complete emptying of the contents. The top rim of the container

body should be reinforced with a rib that extends around the entire perimeter. The rim should have a structural grid for extra support, which will add stability to the container and provides a flat surface for the lid. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart. The handles should be integrally molded into the container body at the top of the rim.

4. All plastic parts are specifically prepared to be colorfast so that the plastic material does not alter appreciable in normal use. The container is to be protected against ultraviolet rays with a UV stabilizer additive. Additives shall be hot compounded into the resin. The color of the cart body and lid for all cart sizes shall be determined at a later date based on manufacturer's standard colors.
5. Axle shall have a minimum 5/8" diameter and be approximately 23" long and is to be manufactured from alloy steel that has been coated with zinc plating to prevent rust and to be mounted on the cart body through axle fittings that are integrally molded as part of the body providing permanently lubricated bearing surfaces. The axle mounts and lower attachment point must be sealed to prevent leakage.
6. Wheels to be made of injection molded high-density polyethylene. The tread to be made of PVC plastic, enabling a quieter roll. Wheels to be able to snap on to cart by means of self-locking hub with internal wheel-retention details that snap into a corresponding groove on the axle. Cotter pins are unacceptable. The wheels are to be slightly recessed into the container body. The overall diameter of the wheel is to be around 8"/10"/12" respectively for 35/65/95 gallon containers with a width of around 1 3/4" to 2 2/3". Each wheel must be load rated for 200 pounds.
7. The containers shall be stable and self balancing when in the upright position either loaded or empty. Containers shall remain upright when empty with the lid open in winds blowing at a minimum 35 miles per hour.
8. Lid should be one piece construction molded polyethylene, minimum thickness to be 0.140 inch. The lid must be domed to facilitate water runoff. Lid should be attached to cart body with four or more hinge pin points along the rear edge of the cart body. Metal hinges are not acceptable. The lid shall be able to rotate 270 degrees. The lid, when closed, shall be able to rest on the top rim with a minimum 1/2" overlap of the container body to allow for a secure tight fit around the entire perimeter between the lid and cart body, to prevent rain, insects, and vermin from entering the container. Odors shall be contained when lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering. The lid and container when empty shall be able to withstand high winds without tipping over or causing lid to open. The lid must incorporate an integrally molded 1.0 inch diameter handle so that the lid may be raised by hand without coming into contact with the bottom edge of the lid. The handle must extend across the full width of the front of the cart.
9. The container shall be easy to wheel whether full or empty and shall be designed with a foot operated tilt feature designed into the middle axle area to facilitate ease in tipping.

10. Each container shall either have a nine digit serial number or RFID Chip or Bar Code Technology, 1 1/2 ", hot stamped in white on the front face of its body to facilitate distribution and control. The customer's name and or logo will be able to be hot stamped on container's lid or body. All carts to have safety and use instructions molded on lid along with load ratings and two large visible arrows and the words "ARROWS TOWARD STREET".
11. The bidder shall warranty their container, container lid, wheels, axle, all necessary hardware and other component parts for a minimum of five (5) years from the date of acceptance and shall provide a no-charge replacement of any container or component parts which fail because of:
- Improper or inadequate materials,
 - Defective workmanship,
 - Inadequate rigidity or structural stiffness,
 - Insufficient resistance to weathering,
 - Any other cause or failure to perform as originally designed, and
 - Not suitable for the intended use as described herein

Failure of the container body shall require a full replacement of the container at no cost to the buyer. Container repairs will not be acceptable. Under this provision, the bidder assumes all costs related to parts replacement including applicable freight, labor and equipment.

Bidder must submit a bid document which clearly states the exact warranty of the bidder. The bidder's warranty is understood to include, whether stated in the bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rain or snow from entering the container body,
 - Damage to the container body, lid or any component part due to the opening or closing of the lid,
 - Failure of the upper lift bar area or lower catch bar from damage during interface with lifting devices,
 - Damage or cracking of the container body through normal operating conditions
 - Failure of the container body or lid to maintain its original shape,
 - Failure of the container wheels to provide continuous easy mobility as originally designed. Wheels must remain in place and not wear through,
 - Failure of any metal components to remain free of excessive rust and corrosion, and
12. Failure of any portion of the bottom of the container body to remain impervious to wear through despite repeated contact with rough and abrasive surfaces The vendor shall guarantee the continuous availability of parts over the ten (10) year warranty period and submit with their bid a list of alternative suppliers with a plan of action to fulfill this guarantee should the successful bidder become insolvent during the ten year warranty period. Vendor shall state their local vendor for warranty service, parts and labor.
13. Must meet the standards set forth in ANSI Z245.30-1999 and ANSI Z245.60-1999. Standards were designed to simulate the type of situations the

container would encounter during actual use. Product must be ISO 9001 registered.

14. Assembly and delivery of carts is to be included in base bid. Bid prices to include optional distribution costs per unit. Distribution shall include delivery of one piece of informational literature provided by municipality.

SPECIFICATIONS FOR 95 GALLON CART: Approximate dimensions should be:

- o Cart Body Height: around 43"
- o Overall Height: around 46"
- o Overall Width: around 26"
- o Overall Depth: around 34.5"
- o Empty weight: 42 pounds
- o CapaTown: 335 pounds
- o Resin weight: around 34 pounds (excluding wheel, axle, hardware)

PAYMENT ITEM 1

COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES

Work Included

- All labor, equipment and materials necessary for and incidental to the collection and disposal at OCRRA facilities of all refuse, rubbish, garbage and recyclables from all one, two and three family residences within the District that receive such collection and disposal services.
- Performance of all operations with the conditions set forth in the Information for Bidders, Section 1, as well as Exhibit "A" to proposed Contract attached hereto.
- Collection and disposal of such refuse, rubbish, garbage and recyclables in accordance with the provisions of the OCRRA Haulers Permit and Contract for the Use of Agency Facilities.

Method of Payment

Payment for all work under this Contract will be made in equal monthly installments in arrears at the end of each month.