

Village of East Aurora  
Bid Specifications  
for  
Solid Waste Collection Services  
for the term commencing  
June 1, 2019

### **Notice To Bidders**

Notice is hereby given that, pursuant to a motion of the East Aurora Village Board, Erie County, New York, sealed bids will be received for furnishing all labor, equipment and other facilities required for the curbside residential and non-residential collection and disposal of solid waste including refuse, waste materials, bulk items and recyclable materials within the Village of East Aurora. Sealed bids will be received at the Village Office, 571 Main Street, East Aurora, New York 14052, until 10 a.m., on February 14, 2019, and at that time shall be publicly opened and read.

Bid Specifications may be obtained at the Village Office, 571 Main Street, East Aurora, New York during regular business hours (8 a.m. to 4 p.m.). Bid Specifications are also available on the Village website at [www.east-aurora.ny.us](http://www.east-aurora.ny.us).

The Village of East Aurora reserves the right to reject any and all bids, or waive any irregularities.

Each Bid submitted must be accompanied by a Bid Bond, having a surety thereon from a surety company acceptable to the Village Attorney, in an amount not less than 10% of the amount of the Base Bid, conditioned that if the Bid is accepted, the contractor will enter into a contract for the same, for the faithful performance of the contract.

No bidder may withdraw or modify a bid after the date set for the opening thereof, but may withdraw same at any time prior to the scheduled time for the opening of bids, providing the bidder provides written notice of withdrawal or modification to the Village Board.

Each Bid shall be submitted in full on forms furnished by the Village and shall be enclosed in a sealed envelope clearly marked:

“Bid for Solid Waste Collection Services in the Village of East Aurora.”

The Village of East Aurora will not be responsible for full or partial sets of contract documents, including and addenda, obtained from other sources.

By Order of the Village Board  
Cathryn C. Thomas  
Village Administrator

Published in EA Advertiser on January 24, 2019

**VILLAGE OF EAST AURORA  
BIDDING DOCUMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL**

**PART A. INSTRUCTIONS TO BIDDERS**

**ARTICLE 1**

**1.1 NOTICE OF INTENT OF THIS INVITATION**

The Village hereby invites Bids on a Contract for Solid Waste Collection and Disposal services on the forms attached hereto. The work shall include the furnishing of all labor, materials and equipment for the curbside collection and disposal of residential and non-residential solid waste including refuse, waste materials, bulk items and/or recyclables within the Village of East Aurora. The Board hereby reserves the right to reject any or all Bids, or to award the Contract to any responsible Bidder whose Bid is in the best interest of the Village as determined by the Board. It is the intention of the Board to obtain safe and reliable Solid Waste collection and disposal services. Except where indicated otherwise by specific reference, all Bids and the above referenced Contract, during its terms, shall be subject to the following terms and conditions.

**1.2 DEFINITIONS**

1.2.1 "Village" is the Village of East Aurora.

1.2.2 A "Bidder" is any individual, company or corporation submitting a Bid.

1.2.3 A "Bid" is a complete and properly signed proposal to provide curbside Solid Waste Collection and Disposal services required for the sum stipulated therein supported by data called for by the Bidding Documents.

1.2.4 "Bidding Documents" include the "Legal Notice," "Instructions to Bidders," all "Terms and Conditions," the "Bid Proposal Forms", Appendix 1-6, and any "Addenda" issued prior to receipt of Bids.

1.2.5 The "Bid Proposal Forms" are all forms and documents to be completed by the Bidder.

1.2.6 "Terms and Conditions" constitute any description in the Bidding Documents of services, materials, supplies, and/or equipment required for the performance of the obligations under the Contract or the circumstances under which such services, materials, supplies, and/or equipment are to be provided.

1.2.7 "Addenda" are written instruments issued by the Village prior to the opening of Bids which modify or interpret the Bidding documents by additions, deletions, clarifications or corrections.

1.2.8 The "Successful Bidder," also referred to as the "Contractor," is the Bidder to whom the Contract is awarded.

1.2.9 The "Contract" is the Bidding Documents and Notice of Award.

1.2.10 "Solid Waste, refuse and waste material" shall include, but is not limited to: domestic household solid waste, rubbish, refuse, plastic containers, glass, bottles, wastepaper, rags, ashes, and building materials (except such building materials as may have been left by a contractor working on the premises).

1.2.11 "Recyclables" shall include, but is not limited to: cardboard, empty glass containers, empty plastic containers, empty cans, metal and wastepaper, including newspaper and magazines.

1.2.12 "Bulk Items" shall include, but are not limited to: furniture, mattresses and box springs, carpets, appliances, white goods, however shall not include any items that contain refrigerant.

1.2.12 "Residential Unit" shall mean one or more rooms designed for occupancy by one family for cooking, living and sleeping purposes.

1.2.13 "Non-Residential Unit" shall mean premises or a portion thereof used for commercial enterprise, or a governmental use or institutional use.

All definitions set forth in the Terms and Conditions are applicable to the Bidding Documents.

## **ARTICLE 2**

### **BIDDER'S REPRESENTATION**

2.1 Each Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bid submitted is made in accordance therewith.

2.1.2 The Bidder has visited the Village and is familiar with the local conditions under which the solid waste collection and disposal services are to be provided.

2.1.3 This Bid is based on equipment, services, materials and supplies described in the Bidding Documents without exception.

2.1.4 The Bidder understands that no pleas of ignorance relating to any data, conditions or requirements that exist or may be encountered under the Contract will be accepted by the Village as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all the requirements of the Bidding Documents, nor will the same be accepted as a basis for any claim whatsoever for extra charges for solid waste collection disposal services. Further, should the Village excuse a default on the part of the Contractor hereunder, that shall not mean that any future default will be so excused.

## **ARTICLE 3**

### **BIDDING DOCUMENTS**

3.1 **COMPLETE SETS**

3.1.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Village does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.2 The Village, in supplying copies of the Bidding Documents, does so only to obtain Bids on Solid Waste Collection and Disposal and does not confer a license or grant for any other use.

3.2 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents, routing information or local conditions.

3.2.2 Any clarification, interpretation, correction or change of the Bidding Documents will be made by Addendum. Clarifications, interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such clarifications, interpretations, corrections or changes.

### 3.3 **SEVERABILITY**

3.3.1 Whenever possible, each provision of the Bidding Documents shall be interpreted in such manner as to be effective and valid under any applicable law or regulation. If any provision of the Bidding Documents shall be prohibited by or invalid under any such law or regulation, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder thereof or any of the remaining provisions of the Bidding Documents.

### 3.4 **APPLICABLE LAW**

3.4.1 The Bidding Documents and the Contract shall be governed by and construed in accordance with the laws of the State of New York.

### 3.5 **ENTIRE AGREEMENT**

3.5.1 The Bidding Documents and the Notice of Award given pursuant to paragraph 5.4.1 hereof constitute the entire Contract between the Village and the Successful Bidder with respect to the matters dealt with therein and supersede all oral and written proposals, representations, understandings and agreements previously made or existing with respect to any such matter. The headings of the paragraphs of the Bidding Documents have been added for convenience only and shall not be deemed to be a substantive part thereof.

## **ARTICLE 4**

### **BIDDING PROCEDURE**

#### 4.1 **FORM AND STYLE OF BIDS**

4.1.1 Bids shall be submitted on the Bid Proposal Forms provided by the Village as part of the Bidding Documents.

4.1.2 All blanks on the Bid Proposal Forms shall be filled in by typewriter or manually in ink. Any blank calling for information not applicable to the particular Bid shall be filled with the letters "N/A".

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words will govern.

4.1.4 No interlineations, alteration or erasure should appear on the Bid. However, should such occur, they must be initialed by the signer of the Bid.

4.1.5 Except where specifically noted otherwise, all requested alternates will be bid.

4.1.6 A Bidder shall make no stipulations on the bid form nor qualify the bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.

4.1.7 A Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. All required signatures shall be handwritten in ink with the full name of the person

executing same. No initials, stamp, other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Village is exempt from such taxes. The Bid price shall be net and shall not include the amount of any such tax.

4.1.9 Bidders will provide, along with the completed bidding package, evidence demonstrating an ability to provide the services required under the Contract, including a list of any municipalities which they have served during the past five years and a summary of experience in solid waste collection and disposal or similar services over at least five years. In lieu of organizational experience, staff experience must be demonstrated.

4.1.10 Bidders will provide, along with their completed bids, a certified copy of their most recent official financial statement.

## 4.2 **BID SECURITY**

4.2.1 A Bidder shall attach to the Bid, a bond by a Surety Company authorized to do business in New York State in the amount of 10% of the Bid price, which amount will be due and payable to the Village as liquidated damages in the event the Bidder is successful, either fails or refuses to enter into the Contract. Said bond shall be in such form as shall be acceptable to the Village Attorney.

4.2.2 A Bidder shall also attach to the Bid, a letter by a Surety Company authorized to do business in New York State certifying that it will provide a performance bond in an amount equal to 100% of the Bid price if the Bidder is successful. The letter will be in such form as shall be acceptable to the Village Attorney.

4.2.3 The Bid price is the total cost for providing solid waste collection and disposal services for a three year period.

4.2.4 The Village shall retain the bid bond referred to in paragraph 4.2.1 hereof, and the letter referred to in paragraph 4.2.2 hereof, until either: (a) the Contract has been executed and bonds have been furnished; or (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

4.2.5 All bonds furnished by a Bidder signed by an agent must be accompanied by a certified copy of the authority to act.

4.2.6 If the surety on any bond furnished by a Bidder is declared bankrupt or becomes insolvent or if its right to do business in New York State is terminated, the Bidder shall, within five days thereafter, substitute another bond and surety, both of which must be acceptable to the Village Attorney.

## 4.3 **SUBMISSION OF BIDS**

4.3.1 The Bid, the Bid bond referred to in paragraph 4.2.1 hereof, the letter referred to in paragraph 4.2.2 hereof, the list referred to in paragraph 4.1.9 hereof, the financial statement referred to in paragraph 4.1.10 hereof, and all other documents required to be submitted with the Bid shall be enclosed and sealed in an opaque envelope. The envelope shall be addressed to the Village Office, as indicated in the Notice to Bidders. It shall state that it contains a "Bid for Solid Waste Collection Services in the Village of East Aurora." It also shall state the Bid opening time and place. Finally, it will be identified with the Bidder's return address. The sealed envelope shall be enclosed in a separate mailing envelope, containing the Bidder's return address, with the notation, "Bid for Solid Waste Collection Enclosed" on the face thereof.

4.3.2 Bids shall be mailed to or deposited at the location designated in the Legal Notice prior to the time and date for receipt of Bids specified, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids specified in the Legal Notice or such Addendum will be returned unopened.

4.3.3 Bidder shall assume full responsibility for timely delivery of the Bid at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, electronic or facsimile Bids are invalid and will not receive consideration.

#### 4.4 **MODIFICATION OR WITHDRAWAL OF BID**

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

(a) Such notice shall be in writing over the signature of the Bidder and must have been mailed and postmarked on or before the date and time set for receipt of Bid.

(b) A notice of withdrawal or modification shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

### **ARTICLE 5**

#### **CONSIDERATION OF BIDS**

##### 5.1 **OPENING OF BIDS**

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud on January 21, 2019.

##### 5.2 **REJECTION OF BIDS**

5.2.1 The Village shall have the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

##### 5.3 **ACCEPTANCE OF BIDS AND AWARDS**

5.3.1 The Village shall have the right to waive any technical defect, qualification, omission, informality or irregularity in any Bid received.

5.3.2 It is the intent of the Village to award a contract to the lowest responsible Bidder as will best promote the public interest, taking into consideration the responsibility of the Bidder, the past performance of the Bidder, the quality of the services, equipment, materials and/or supplies to be furnished, conformity to all the Terms and Conditions in the Bidding Documents, and the purposes of the required service to be furnished.

5.3.3 The Village reserves the right to make awards within 30 calendar days after the time designated herein for the opening of Bids, during which 30 days, Bids may not be withdrawn.

5.3.4 No cash discount may be offered or quoted by any Bidder.

5.3.5 If two or more Bidders submit identical Bids as to price, the decision of the Village Board to award a Contract to one of such Bidders shall be final.

#### 5.4 **AWARD OF CONTRACT**

5.4.1 The placing in the mail by Village of a Notice of Award and the duly executed Agreement addressed to the Successful Bidder at the address indicated in the Bid will be sufficient notice of the acceptance of a Bid and an award of the Contract. No other notice of the acceptance of a Bid or act shall be required as a condition of the existence of a Contract.

5.4.2 The Board reserves the right to waive all informalities in any Bid received and to reject all Bids and re-advertise if such procedure is in the best interest of the Village, and if permitted by law. As stated previously, the Contract will be awarded to any responsible Bidder whose Bid is in the best interest of the Village as determined by the Village Board.

### **ARTICLE 6**

#### **QUALIFICATION OF BIDDERS**

#### 6.1 **INVESTIGATION BY VILLAGE**

6.1.1 The Village may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract, and the Bidder shall furnish it with all such information for this purpose as the Village may request. If, in the opinion of the Village, a Bidder is not responsible or otherwise properly qualified to perform any obligations of the Contract Bid upon, the Village reserves the right to reject such Bid.

### **ARTICLE 7**

#### **PERFORMANCE BOND**

#### 7.1 **VILLAGE RIGHT TO REQUIRE BOND**

7.1.1 The Village shall require the successful Bidder to furnish a bond in an amount equal to 100% of the Bid price covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Village may prescribe and with such sureties secured through a Bidder's usual sources as may be agreeable to the Village. Such bond shall be maintained in full force and effect until the Contract shall have been fully performed. The premiums of any such bond, if required, shall be paid by the Bidder.

#### 7.2 **TIME OF DELIVERY OF PERFORMANCE BONDS AND REQUIRED ATTACHMENT**

7.2.1 A Bidder shall deliver any performance bond required to the Village not later than the date of execution of the Contract.

7.2.2 A Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of a Power of Attorney.

**PART B. TERMS AND CONDITIONS**

**ARTICLE 1**

**1.1 CONDITIONS WITHIN THE VILLAGE**

1.1.1 For purposes of the Contract, locations to be serviced are within the corporate limits of the Village of East Aurora, New York.

**1.2 PERMITS**

1.2.1 All Permits required to fulfill the Contract must be secured and maintained at the expense of the successful Bidder.

1.2.2 The Contractor shall observe and comply with all Federal, State and local codes, ordinances, laws and regulations in force in connection with the performance of the Contract. The Contractor shall protect and indemnify the Village and the Village's officers and agents against any claims or liability arising from or based on any violation of the same.

**1.3 DAMAGE TO PROPERTY**

1.3.1 In fulfilling the obligations of the Contract, care must be exercised by the Contractor to avoid damage to or disfigurement of the landscaping, buildings, equipment, driveways or other property of the Village or of residents served under this Contract.

1.3.2 At no time is the Contractor required to enter into any building for the collection of solid waste, refuse, waste material or recyclables.

**1.4 NON-ASSIGNABILITY OF CONTRACT**

1.4.1 The Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his/her right, title or interest therein or his/her power to execute such Contract, to any other person or Corporation, without the previous written consent of the Village Board.

1.4.2 If the Contractor shall, without previous written consent of the Board, assign, transfer, convey, sublet or otherwise dispose of the Contract or his/her right, title or interest therein or his/her power to execute such Contract, to any other person or corporation, the Board shall revoke and annul said Contract, and the Village shall thereupon be relieved and discharged from any and all liability and obligations, growing out of said Contract to the Contractor, and to the person or corporation to which any such Contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such Contractor and his/her assignee, transferee or sub-lessee shall forfeit and lose all monies theretofore earned under said Contract, except so much as may be required to pay employees, provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by a Contractor for the benefit of creditors made pursuant to the laws of the State of New York.

**1.5 PROVISIONS OF LAW INSERTED**

1.5.1 All work shall be performed in accordance with Section 220 of the New York State Labor Law. In accordance with such section, employees in the employ of the Contractor, or any subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract, shall be not 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. In addition, pursuant to Section 231 of the New York State Labor Law, each building service worker employed by Contractor or any subcontractor

or other person pursuant to this Contract shall be paid not less than the prevailing rate of wages in accordance with the salary schedule annexed to and forming a part of these Bid Documents. Further, each building service worker employed by Contractor or any subcontractor or other person pursuant to this Contract shall be provided supplements, fringe benefits or differential payments in accordance with the prevailing practices in the locality as set forth in the supplement schedule annexed to and forming a part of these Bid Documents.

1.5.2 The following provisions are contained in the New York State Labor Law and must be complied with by the Contractor and where they contain a requirement to be inserted in specifications or contracts, their reproduction as part of these specifications shall constitute such insertion.

“§220-e. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works.”

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That the 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, disability, sex or national origin 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/her 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, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of \$50 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 state or municipality, and all moneys due or 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; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or 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.

## 1.6 **ADDITIONAL STATUTORY AND REGULATORY INCLUSIONS**

1.6.1 Any additional statutory provisions required by law to be included in the Contract or these specifications are incorporated herein by this reference.

## 1.7 **ESSENTIAL NATURE OF THE CONTRACT**

1.7.1 The Contractor must understand and agree that it is the essence of the Contract that solid waste, refuse, waste materials, bulk items and recyclables be collected from Village streets and curbs and appropriately disposed of regularly, promptly, safely and without interruption. It shall be a primary obligation of the Contractor to operate its affairs so that the Village will be assured of continuous and reliable service.

## 1.8 **INDEPENDENT CONTRACTOR**

1.8.1 In the interpretation of the Contract and the relations between the Contractor and the Village, the same shall be construed as being an independent agreement with the Contractor for the collection and disposal of solid waste and refuse, and the Contractor shall not be held or deemed in any way to be an agent, employee or official of the Village.

## 1.9 **NON-EXCLUSIVE OPERATING PRIVILEGES**

1.9.1 It is understood that the Contract in no way excludes or limits the Village from using the services of its own personnel or other Contractors in performing similar and other services.

## 1.10 **EXAMINATION OF RECORDS**

1.10.1 In addition to the statutory requirement contained in paragraph 1.10.1 hereof, it is understood that any records maintained by the Contractor in connection with the performance of the obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Village.

## 1.11 **INSURANCE**

1.11.1 The Contractor shall procure, and maintain at his/her own expense, and without expense to the Village, during the full duration of the contract, insurance for liability for damages imposed by law, of the kinds, and in the amount hereinafter provided in insurance companies authorized to do such business in the State of New York, covering all operations under the Contract whether performed by the contractor, or by subcontractors. Said policies shall be primary to any policies of insurance available to the Village and shall provide that the Village shall receive at least 30 days written notice of cancellation or content change.

1.11.2 The Contractor shall deposit with the Village satisfactory evidence of insurance (including renewals) with proof of premiums paid up-to-date. The Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and secured, and the Village has approved such insurance. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance requirements of the subcontractor has been so obtained and approved.

1.11.3 Before commencing the work, the Contractor shall furnish to the Village a copy of the original policy, along with quadruplicate certificates of insurance satisfactory to the Village, showing that is has complied with this paragraph, which certificate, or certificates shall provide that the policies shall not be changed, or cancelled until 15 days written notice has been given to the owner. All policies shall name the Village of East Aurora as an additional insured "as their interest may appear."

### 1.11.4 Required Insurances

A. Workmen's Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of Chapter 615 Laws of 1922 as amended also known as Chapter 67 of the Consolidated Laws of New York, as amended, known as the Workmen's Compensation Law, covering all operations under the contract, whether performed by the contractor, or by sub-contractors. The Contract shall be void, and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provision of the Workmen's Compensation Law. (State Finance Law, Section 142) Employer's liability (Section 1B of Workers Compensation Policy). Liability limit shall be not less than \$1,000,000.

B. Liability and Property Damage Insurance. Commercial General Liability and Property Damage Insurance, including automobile, shall be maintained with limits of not less than \$1,000,000 for each occurrence. For all damages arising during the policy period, shall be furnished in the types specified:

1. Contractors Liability Insurance issued to, and covering the liability of damages imposed by law upon the Contractor with respect to all work performed by him under this Contract.
2. Contractors Protective Liability Insurance issued to, and covering the liability for damages imposed by law upon the Contractor with respect to all work under this Contract performed for the Contractor by any subcontractors.
3. Contractual Liability Insurance issued to, and covering the liability imposed by Contract upon the Village for work performed on private land with respect to all operations under the agreement by the Contractor, or by his/her sub-contractors. Such contractual liability is specified in detail in the Information for Bidders.
4. Completed Operations Insurance.
5. Broad Form Property Damage Endorsement.

C. Excess Liability Including Automobile – unless otherwise specifically required by special specification, each policy with Bodily Injury and Property Damage combined limits of not less than \$3,000,000 per occurrence.

D. Village Protective Liability Insurance. Issued to, and covering the liability for damages imposed by Law upon the Village with respect to all operations under the Agreement by the contractor, or by subcontractors, including omissions, and supervisory acts of the Village, and of the agents and employees of the insured. Such insurance shall name as an additional assured, or assures, the person, persons, or corporation specified in detail in the Information to Bidders, and the Village, and/or the agents, inspectors, and employees of this, and any other Municipal body, or public utility which may have granted permits in connection with the work. Limits as applicable in paragraph B.

1.11.5 Indemnity. The Contractor shall defend, indemnify, and save harmless, the Village, its agents, servants, and employees from any, and all damages, or claims whatsoever, occasioned, or caused to any person, partnership, association, or corporation, or occasioned, or caused to any property, arising out of and/or from the negligence or want of care of the Contractor and its respective agents, servants, employees, and subcontractors, in the performance of this Contract to the extent allowed by law, and including but not limited to, claims brought against the Village by third parties, employees of the Village, or employees of the Contractor to the fullest extent permitted by law. The Contractor will, at his/her own expense, defend, indemnify, and save harmless, and make good any damage, and/or physical injuries that shall in the course of the work, under this Contract be done, or cause to any adjacent, abutting, or overhead, property, which shall include, but shall not be limited to lands, foundations, walls, building, abutting, under or overhead and structures of all kinds, leases, operators, or occupants of any building, and/or structures.

## 1.12 **CANCELLATION**

1.12.1 The Contract may be cancelled by the Village, with or without cause, by giving thirty (30) calendar days written notice, except that: (a) if the Contractor makes a general assignment for the benefit of creditors, or (b) if a receiver is appointed on account of the Contractor's insolvency, or (c) if the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled employees or proper materials or fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction, or (d) otherwise commits a substantial violation of the Contract, then the Village may without prejudice to any other right or remedy and after giving the Contractor and his/her surety seven calendar days written notice, terminate the Contract.

1.12.2 Cancellation of the Contract for any reason, and/or a finding that the Contractor is irresponsible, may result in removal of the Contractor's name as qualified Bidder from the Village's mailing list for future proposals for an indeterminate period.

### 1.13 **CONTINGENCY**

1.13.1 Any Contract awarded hereunder shall be contingent upon budget appropriation sufficient to meet the Village's operating costs, as budgeted by the Village Board for each fiscal year.

1.13.2 If appropriated funds are insufficient to meet the costs of this Contract, the Village reserves the right to cancel the Contract upon thirty (30) calendar day(s) written notice without further liability to the Contractor.

### 1.14 **INABILITY OF CONTRACTOR TO PERFORM**

1.14.1 In the event the Contractor is unable to provide services as herein specified because of acts of God, fire or war, the Village shall excuse the Contractor from performance hereunder, and shall have the right to perform the services provided for under this Contract as the Village may deem appropriate until the Contractor is able to resume operation. The Village shall pay to the Contractor the same amount specified in the Contractor's Bid, less all expenses and costs incurred by the Village in securing the necessary services.

### 1.15 **CONTRACT TERM AND OPTION TO RENEW CONTRACT**

1.15.1 The initial term shall be for three (3) years, commencing June 1, 2019 continuing through and including May 31, 2022 ("Initial Term").

1.15.2 At the conclusion of the Initial Term, the Contract shall be renewed, upon mutual agreement of the parties, on the same terms and conditions as applicable to the Initial Term, for a first renewal term commencing June 1, 2022 and continuing through and including May 31, 2025 ("First Renewal Term"), unless the Village provides the Contractor with notice of intent **not** to renew the Contract not less than 30 calendar days prior to the expiration of the Initial Term. The price for the First Renewal Term shall be equivalent to the Bid price awarded for the Initial Term.

1.15.3 At the conclusion of the First Renewal Term, if applicable, the Contract shall be renewed a second time, upon mutual agreement of the parties, on the same terms and conditions as the Initial Term, for a second renewal term commencing on June 1, 2025 and continuing through and including May 31, 2028 ("Second Renewal Term"), unless the Village provides the Contractor notice of their intent **not** to renew the Contract not less than 30 calendar days prior to the expiration of the First Renewal Term. The price for the Second Renewal Term shall be equivalent to the Bid price awarded for the Initial Term.

### 1.16 **CONTRACT PAYMENT SCHEDULE**

1.16.1 Payment will be in the amount of the Bid price proposed by the winning Bidder.

1.16.2 Payments of this sum will be made in equal monthly installments over the term of the contract, commencing June 1, 2019.

1.16.3 The Contractor shall provide the Village a monthly voucher not later than the 15<sup>th</sup> of each month setting forth the work completed and remuneration desired. Payment of such voucher shall be made on the last Friday of each and every month over the term of the contract.

1.16.4 The payments shall be as submitted in the bid. These fees shall be adjusted annually based upon the net change in the Consumer Price Index for the immediately preceding twelve-month period. The index shall be Consumer Price Index for all Urban Consumers (all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Buffalo Metropolitan Area.

## **ARTICLE 2**

### **2.1 EQUIPMENT AND MAINTENANCE**

2.1.1 The Contractor certifies that the equipment used to collect all solid waste, refuse, waste material, bulk items and/or recyclables are serviceable and that they will remain so at all times during the term of the Contract.

2.1.2 Vehicles used by the Contractor to collect solid waste, refuse, waste materials and bulk items must be closed compaction type Solid Waste trucks. Vehicles must be clean, sanitary and free of obnoxious odor.

2.1.3 The Contractor shall not permit any solid waste, refuse, waste material or other collected substance to escape from, drop off, or leak out of vehicles while in the process of the collection or transportation of such materials, within the Village. In the event of spillage, the Contractor shall immediately rectify the situation by cleaning up any unsightly condition caused by the Contractor or its employees handling of the solid waste, refuse, waste material or other collected substance. The Contractor will monitor this on a regular basis to ensure compliance.

2.1.4 All Bidders must submit a list of all vehicles available for the collection and disposal of all solid waste, refuse, waste material, bulk items and/or recyclables indentifying each vehicle by make, model, year and capacity with this bid.

2.1.5 No vehicle used by the Contractor to perform the required services under this Contract shall be stored on Village premises or kept on Village premises for more than the time necessary to perform the services required by the Contract.

2.1.6 The Village reserves the right to inspect and approve any equipment provided by the Contractor for use under the Contract.

### **2.2 CONTRACTOR PERSONNEL**

2.2.1 The responsibility for hiring and discharging personnel in respect to all obligations arising from the Contract shall rest entirely upon the Contractor. The Contractor further agrees that the Village Administrator shall have the right to request removal of any person who, in their opinion, will detract from the safe and efficient performance of duties under the Contract.

2.2.2 All personnel hired by the Contractor are employees of the Contractor and not of the Village and it is the Contractor's responsibility to comply with Sections 220 and 231 of the New York State Labor Law, the Fair Labor Standards Act and all other applicable state and federal laws on behalf of its employees. If in any event the Village is held liable for such obligations of the Contractor, the Contractor agrees to indemnify the Village for all such liability.

2.2.3 The Contractor shall require all employees to be clean, properly attired and courteous at all times. Personnel may not use loud or profane language and must perform their duties as quietly as possible.

2.2.4 Employees of the Contractor are, at all times, prohibited from possessing or consuming alcoholic beverages or other intoxicating substances while performing the services under the Contract.

### **ARTICLE 3**

#### **3.1 SERVICE UNDER THE CONTRACT**

3.1.1 The Contractor shall furnish all labor, equipment and other facilities required for the curbside collection and disposal of Solid Waste, refuse, waste material, bulk items and recyclables from all residential or nonresidential units, within the Village of East Aurora.

3.1.2 The Village of East Aurora is comprised of approximately 2,633 units.

3.1.3 The Contractor shall provide five dumpsters with lids (sizes noted below) to be emptied on a weekly basis, located at the following Village locations, and included in total units in 3.1.2:

- 1 at Fireman's Field off Pine Street (3/12 yard)
- 3 at the DPW garage on Pine Street (6-yard)
- 1 at the Fire Hall at 33 Center Street (3/12 yard)

3.1.4 The Contractor shall make weekly collection of materials deposited in municipal public trash containers (up to a maximum of 25 containers) located in the public rights-of-way at various locations the entire length of Main Street. During the period from May 1<sup>st</sup> to October 1<sup>st</sup>, pick-ups shall be twice per week, on the first and last day scheduled for the weekly pick-up.

3.1.5 For purposes of the Contract the term "solid waste, refuse and waste material" shall include, but is not limited to: domestic household trash, garbage, solid waste, rubbish, refuse, plastic containers, glass, bottles, wastepaper, rags, ashes, plaster, and building materials (except such building materials as may have been left by a contractor working on the premises).

3.1.6 For purposes of the Contract the term "solid waste, refuse and waste material" shall not include dead animals, explosives, tires, automotive batteries or parts, tree parts, infectious waste, flammable liquids, pesticides, oils, solvents or other regulated hazardous materials.

3.1.7 For purposes of the Contract the term "bulk items" shall include, but is not limited to: furniture, mattresses and box springs, carpets, and other large appliances. Refrigerators, freezers, air conditioners and other appliances shall only be collected by the Contractor after the units have been modified by the resident to comply with the latest DEC and EPA regulations. The Contractor agrees to pick-up up to one bulk item per unit as part of the scheduled weekly collection.

3.1.8 For purposes of the Contract the term "recyclables" shall include empty glass containers, empty plastic containers, empty cans, metal and wastepaper (including, but not limited to, newspapers, magazines, junk mail). The term shall not include leaves, tree parts, grass clippings or other yard waste; nor shall it include hazardous or toxic materials.

3.1.9 All solid waste, refuse and waste material intended for collection shall be placed in water-tight plastic bags or in water-tight containers made of metal or vinyl, with a minimum capacity of 20 gallons and a maximum capacity of 32 gallons. All containers shall be equipped with bales or handles and fitted with a cover. Except:

- (a) Leaves, shrubs, plant trimmings, grass and weed clippings and other yard waste may be placed in heavy duty paper bags or containers with solid bottoms and two handles.
- (b) Securely tied bundles of brush, in such a condition that they may readily be handled by one person without falling apart, not more than four-feet in length may be placed in a neat, orderly fashion. The Village provides brush mulching services for branches. Brush that is not bundled may be left curbside for Village mulching services.
- (c) Securely tied bundles of newspaper, magazines and paper or cardboard cartons collapsed into flat pieces may be placed for collection.
- (e) Single bulk items too large to easily be placed in containers or bags may be placed near bags or containers in a neat, orderly fashion so that they may be readily handled by one person without falling apart.

3.1.10 The Contractor will not be required to collect any container, bag, or bundle that weighs in excess of 60 pounds. This weight requirement does not apply to bulk items.

3.1.11 Recyclables shall be placed in recycle bins. Recycle bins are available, for a fee, from the Village, upon request.

3.1.12 The Contractor shall collect recyclables in a vehicle (single stream recycling vehicle) separate from the Solid Waste compaction truck, except in cases when the Contractor owns vehicles that have two separate compartments for collection of all garbage and trash separate from recyclables. Collection shall occur on the same day as garbage and trash collection in accordance with the established schedule.

3.1.13 The Contractor shall collect and remove all solid waste, refuse, waste materials, bulk items and single-stream recyclables placed within four feet of the street edge or curb of the street adjoining all residential and non-residential units within the Village of East Aurora.

3.1.14 All refuse and solid waste containers are the property of the resident and shall be treated as such. Containers shall be placed off the public streets when emptied. The Contractor must ensure that all efforts are made to avoid causing damage to containers.

3.1.15 The Contractor shall be required to collect an **aggregate** of four items (a combination of containers, bags and/or bundles) of solid waste, garbage, trash, refuse and waste materials, plus one bulk item, times the number of residential and nonresidential units per weekly pick-up. As such, the Contractor may be required to collect up to approximately 13,165 items of solid waste, garbage, trash, refuse, waste material and bulk items per weekly collection. Alternatively, in lieu of the four items referenced above, one tote may be placed out for collection, not to exceed 96 gallons. Additionally, the contractor shall supply to the Village tags that may be placed on added solid waste items which may be used to exceed the four item maximum referenced above. Further, the contractor shall supply to the Village bulk item tags that may be placed on added bulk items which may be used to exceed the one item maximum referenced above.

3.1.16 The total number of items to be collected may change during the Contract term.

3.1.17 The limitation on the number of items collected per weekly pick-up does not apply to recyclables.

3.1.18 The Contractor will collect **all** recyclables from all sources when placed curbside.

3.1.19 The collection of all solid waste, garbage, trash, refuse, waste material, bulk items and recyclables must be accomplished according to a schedule established by the Village and the Contractor. At a minimum, all collection of such materials must occur between the hours of 6 a.m. and 5:30 p.m., Monday through Friday. In case of emergency, these hours may be altered upon written permission from the Mayor of the Village of East Aurora.

3.1.20 The Contractor shall obtain Village approval for the schedule of collection. The agreed upon schedule must provide for collection for all streets within Village on a weekly basis. The Contractor agrees that said schedule shall be followed.

3.1.21 Should the Contractor intend to modify the agreed upon schedule, the Contractor must provide Public Notice, in a manner acceptable to the Village, of the proposed schedule change, at least 30 calendar days prior to said change being put into effect. The Village must approve all proposed schedule changes before they are put into effect.

3.1.22 In the event that a scheduled collection falls on a legal holiday, as defined by State law, the Contractor shall reschedule collection for the next succeeding workday. The contractor must provide written notice to the Village, on or before the first day of each contract term, of those holidays the Contractor will not work. During weeks when there are less than 5 workdays due to a legal holiday, the Contractor may extend the hours of collection for the remaining workdays. On such days collection may take place between 6 a.m. and 7 p.m.

3.1.23 The Contractor shall be required to dispose of all solid wastegarbage, trash, refuse, waste materials, bulk items and recyclables at a waste site approved by the appropriate department of the New York State Department of Environmental Conservation and the appropriate County Health Department, and in compliance with all applicable rules and regulations and New York State laws.

3.1.24 The Contractor is responsible for the cost associated with the disposal of solid waste, garbage, trash, refuse, waste materials and bulk items.

3.1.25 The Contractor shall transport and process recyclable materials to an appropriate recycling center.

3.1.26 This Contract is between the Village of East Aurora and the Contractor. Residents of the Village are not party to the Contract. However, the Contractor agrees to receive requests for service, suggestions and complaints directly from Village residents and to make all reasonable attempts to meet, satisfy and comply with resident complaints and/or requests in accordance with the terms of the Contract.

3.1.27 The Contractor shall notify the Village Administrator of the Village of East Aurora as soon as practicable with regards to any impasse between the Contractor and a village resident.

**PART C. BID FORMS**

**ARTICLE 1**

**CERTIFICATIONS AND PROPOSAL  
FOR THE CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL**

1.1 EQUIPMENT

1.1.1 Each Bidder, by making a Bid hereunder, certifies that the following vehicles and equipment are currently owned by, or will be available to, the Bidder for use in satisfying obligations under the Contract at the time of commencement of service:

Vehicles:

	<u>Make:</u>	<u>Model:</u>	<u>Year:</u>	<u>Permits:</u>	<u>Capacity:</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

Other equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional list(s) if necessary.)

ARTICLE 2

PROPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

2.1 PREAMBLE

2.1.1 Pursuant to advertisement published in the East Aurora Advertiser by the Village of East Aurora, Erie County, New York, requesting proposals for the collection and disposal of solid waste, garbage, trash, refuse, waste material and recyclables from all residential and non-residential units within the Village of East Aurora, the undersigned hereby proposes to furnish the required service described in the published advertisement and listed in this proposal and all the terms, conditions, requirements and specifications attached hereto with the equipment certified in Article 1 of this Part C.

2.2 PROPOSAL

2.2.1 The undersigned contractor agrees to furnish all labor, material and equipment to collect and dispose of solid waste, garbage, trash, refuse, waste material and recyclables from all residential and non-residential units within the Village of East Aurora in accordance with the attached specification.

BID: Provide all necessary labor, material and equipment for the collection and disposal of solid waste, garbage, trash, refuse, waste material and recyclables from all residential and non-residential units within the Village of East Aurora.

For Term commencing June 1, 2019 At a Unit Price of :		<u>Estimated Quantities</u>		<u>Computed Total</u>
\$_____ per unit/per year	X	2,633 Units	=	\$_____
Proposal for _____ Dollars				
and _____ Cents				

ALTERNATE BIDS

*Price quotes to be new total amount, including base services as per specifications, plus price adjustment according to the description of the alternate items.*

ALTERNATE NO. 1

All solid waste items to be collected, excluding recyclables, yard waste, brush and bulk items, shall be placed in uniform totes, provided by the Village, one per unit, with each unit having the option to obtain and have collected one additional toter.

For Term commencing June 1, 2019 At a Unit Price of :		<u>Estimated Quantities</u>		<u>Computed Total</u>
\$_____ per unit/per year	X	2,633 Units	=	\$_____
Proposal for _____ Dollars				
and _____ Cents				

**ALTERNATE NO. 2**

All solid waste items to be collected, *including* recyclables but *excluding* yard waste, brush and bulk items, shall be placed in uniform toters, provided by the Village, one each for solid waste and recyclables per unit, with each unit having the option to obtain and have collected one additional toter for solid waste and any number of additional toters for recycling.

For Term commencing June 1, 2019 At a Unit Price of :		<u>Estimated Quantities</u>		<u>Computed Total</u>
\$ _____ per unit/per year	X	2,633 Units	=	\$ _____

Proposal for \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

**ALTERNATE NO. 3**

All solid waste items to be collected, *excluding* recyclables, yard waste, brush and bulk items, shall be placed in uniform toters, provided by the Contractor, one per unit, with each unit having the option to obtain and have collected one additional toter.

For Term commencing June 1, 2019 At a Unit Price of :		<u>Estimated Quantities</u>		<u>Computed Total</u>
\$ _____ per unit/per year	X	2,633 Units	=	\$ _____

Proposal for \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

**ALTERNATE NO. 4**

All solid waste items to be collected, *including* recyclables but *excluding* yard waste, brush and bulk items, shall be placed in uniform toters, provided by the Contractor, one each for solid waste and recyclables per unit, with each unit having the option to obtain and have collected one additional toter for solid waste and any number of additional toters for recycling.

For Term commencing June 1, 2019 At a Unit Price of :		<u>Estimated Quantities</u>		<u>Computed Total</u>
\$ _____ per unit/per year	X	2,633 Units	=	\$ _____

Proposal for \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

**APPENDIX 1**

**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

General Bid Certification

The Bidder certifies to furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

Non-Collusive Bidding Certification

By submission of this Bid proposal, the Bidder certifies compliance with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true and under the penalties of perjury: Non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

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

**APPENDIX 2**

**BIDDER'S CERTIFICATION**

TO: Village Administrator  
Village of East Aurora  
571 Main Street  
East Aurora, New York 14052

We certify to having read all of the Bidding Documents and offer to perform the services specified therein for the Village of East Aurora in exact accordance with the Terms and Conditions therein and at the prices stated in the Bid Proposal Forms. Our offer is to provide such services as may be accepted by the Village of East Aurora pursuant to Paragraph 5.4.1 of the Bidding Documents and providing a duly executed copy of the Agreement.

We further certify that \_\_\_\_\_ (Bidder or agent acting on Bidder's behalf) is of lawful age and possess the general capacity to enter into a Contract.

Respectfully submitted,

\_\_\_\_\_  
(Company Name – please print)

By: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Address)

Dated: \_\_\_\_\_, 2019

**APPENDIX 3**

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- (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 or not to submit a bid for the purpose of restricting competition.

The person signing the Bid or Proposal certifies that: (a) he/she has fully informed him/herself regarding the accuracy of the statements contained in the Certification, and under the penalties being applicable to the Bidder, as well as to the person signing it in its behalf; and (b) that the attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this Bid or proposal on behalf of this corporate bidder.

(SEAL )

\_\_\_\_\_  
(Name of Individual, partnership or Corporation)

\_\_\_\_\_  
(Person Authorized to Sign)

DATED:\_\_\_\_\_

**APPENDIX 4**

**WAIVER OF IMMUNITY CERTIFICATION**

Pursuant to General Municipal Law, Section 103-A and 103-B, that any person or contractors refusing to waive immunity or to answer questions when summoned to testify about his contracts with the State of New York or any other Subdivision, his existing contracts may be cancelled and he shall be disqualified from any further transactions with the State or Subdivision for a 5 year period.

Such person or contractor may also be disqualified from contracting with Public authorities upon their failure to waive immunity or to answer questions regarding his transactions with the State of New York or its subdivisions.

The undersigned does hereby state that he/she or the corporation submitting this bid, or its Officers, Members and Directors have not violated the provisions of Section 103-A or 103-B of the General Municipal Law of the State of New York.

By: \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_ 2019

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

**APPENDIX 5**

**CERTIFIED COPY OF RESOLUTION  
OF BOARD OF DIRECTORS OF**

\_\_\_\_\_  
(Name of Corporation)

RESOLVED that \_\_\_\_\_,  
(Person Authorized to Sign)

\_\_\_\_\_ to \_\_\_\_\_  
(Title) (Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following:

CONTRACT FOR  
COLLECTION, HAULING AND DISPOSAL OF  
SOLID WASTE/GARBAGE/TRASH/WHITE GOODS/RECYCLABLES  
FOR THE VILLAGE OF EAST AURORA

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

\_\_\_\_\_  
(Name of Corporation)

At a meeting of its Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_

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

(SEAL)

The above form must be completed if the Bidder is a Corporation.

**APPENDIX 6**

**AGREEMENT**

This AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 2019, by an between \_\_\_\_\_ (name of Bidder to whom Contract will be awarded) of \_\_\_\_\_ (address of Bidder), hereinafter referred to as the "Contractor", and the Village of East Aurora, hereinafter referred to as the "Village".

WHEREAS, in accordance with public opening competitive bidding, proposals were received and publicly opened by the Village on \_\_\_\_\_, 2019 at 11 AM for the necessary labor, material and equipment for the curbside collection and disposal of solid waste, garbage, trash, refuse, waste material, recyclables and bulk items from all residential and non-residential units within the Village of East Aurora; and

WHEREAS, bidding documents, including all Terms and Conditions and Bid Proposal Forms, are incorporated in and made part of this agreement; and

WHEREAS, the Bid of the contractor submitted in accordance therewith, for the sum stated in Part C, Article 2 of the Bid Proposal Forms, was the lowest responsible bid submitted; and

WHEREAS, a Contract was awarded to the Contractor by the Village in accordance with the provisions contained in the Bidding Documents; and

WHEREAS, the Legal Notice and Bidding Documents make provisions for entering into a proper and suitable Contract.

NOW, THEREFORE BE IT RESOLVED, that the Contractor does hereby agree to perform all services described in the Accepted Bid for the sum stated in Part C, Article 2 of the Bid Proposal Forms; and

BE IT FURTHER RESOLVED, that a performance bond in an amount constituting 100% of the amount of the Bid price shall be furnished by the Contractor. Said Performance Bond shall be issued and executed by a solvent bonding company authorized to do business within the State of New York. Said Bond shall guarantee the fulfillment of the formal Bid and conditions of this Contract.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VILLAGE OF EAST AURORA

SEAL

By: \_\_\_\_\_  
Name and Mayor

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Contractor Name

SEAL

By: \_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_