

## SPECIFICATIONS

Contract specifications for collection and disposal of refuse, rubbish, and recyclables, including green waste in the Village of West Winfield for the period of June 1, 2024 through May 31, 2026.

1. **DEFINITIONS:** The term refuse, garbage, and rubbish as used in this Agreement are hereby defined as follows:
  - A. **REFUSE:** shall include all normal solid wastes generated by residential or business enterprises such as, putrescible and non-putrescible solid wastes, except body waste, and including garbage, kitchen discards, rubbish, ashes, incinerator ashes, incinerator residue, and solid market and industrial wastes.
  - B. **GARBAGE:** this term shall include rejected food wastes, including waste accumulation of animals, fruit or vegetable matter used or intended for food or that attending the preparation, use, cooking or storing of meat, fish, fowl, fruit, or vegetable likely to ferment or decompose and produce a noxious odor or become injurious to health.
  - C. **RUBBISH:** this term shall include non-putrescible solid wastes, other than recyclables.
  - D. **RECYCLABLES:** shall include any and all materials defined by Herkimer County and New York State law as recyclables, including, but not limited to, newspapers, glass (both clear and colored), corrugated cardboard, plastics, household aluminum/metals, office paper, "junk mail", tires, major appliances, automobile batteries, metal automobile parts or materials, in containers not exceeding 75 lbs. in weight.

It should be understood that if and to the extent items which are not presently classified or defined as recyclables, are deemed to be recyclables while the Contract for which bids are being sought is in effect, the Contract shall expand to include those recyclables and the hauler shall be responsible for the pickup and disposal of these items in addition to the items which are already specifically addressed by the Contract.
  - E. **GREENWASTE:** shall consist of yard clippings, grass, leaves, limbs and brush. Said limbs, brush, and wood products shall be tied in bundles not exceeding 3 feet in length and 3 feet in diameter and will be collected April 1 – November 31, weather permitting.
  - F. **CHRISTMAS TREES:** shall be included as a seasonal item, with at least two (2) pickup dates.
  - G. **LARGE HOUSEHOLD FURNITURE, NON-CONTRACTOR BUILDING OR DEMOLITION MATERIALS:** shall be handled individually with customers and CONTRACTOR.

H. **ELECTRONICS:** shall be disposed of at the Town trash days

I. **TIRES:** will be removed at an additional cost determined by CONTRACTOR

J. **FREE PICKUP:** will be provided for all Village owned buildings in containers so provided by the CONTRACTOR

Any question which cannot be resolved by agreement of the parties as to what constitutes refuse, garbage, rubbish or recyclables shall be settled by the Mayor and Trustees of the Village of West Winfield.

2. **TERM OF CONTRACT:** The contract shall become effective as of June 1, 2024 and shall run from said date until May 31, 2026.
3. **EQUIPMENT AND MANPOWER:** The CONTRACTOR shall, at its sole expense, furnish sufficient vehicles and manpower to collect and dispose of all refuse, and bulk, garbage and rubbish, recyclables, green waste, Christmas trees, large furniture, etc. in accordance with the schedule of collections set forth herein. The CONTRACTOR shall be solely responsible for and liable for the expense of operating and maintaining all vehicles used in providing the collection and disposal service to the Village. All vehicles used by the CONTRACTOR or by its employees, will be of the type required by the State of New York (or by the statutes or ordinances of the State and local governments) for the proper sanitary collection of garbage and recyclables. It is understood that the requirements imposed upon haulers for the pickup and disposal of garbage are different than the requirements imposed upon haulers for the pickup and disposal of recyclables. It shall be left up to the CONTRACTOR to determine whether the collection of garbage and recyclables will be accomplished using one truck or more than one truck. Said vehicles shall also, as a part of their equipment, carry sufficient shovels, brooms, and other tools as may be necessary for the cleaning up of any materials spilled or dropped during collection or transportation of refuse, garbage and rubbish. All persons involved in the collection of said materials will be employees of the CONTRACTOR.
4. **SCHEDULE OF COLLECTION:** The Contract which presently exists between the VILLAGE and its Contract hauler provides for the weekly collection of refuse, garbage and rubbish from each residence, business, industrial and institutional establishment in the Village of West Winfield on FRIDAY of each and every week between the hours of 6 AM and 11 AM, as well as the collection of recyclables once each week on Friday between the hours of 6 AM and 11 AM. In addition, the existing Contract covers the collection of appliances, batteries and metals on the last Saturday of each month, and green waste collection on the first and third Friday of the month between the hours of 6 AM and 11 AM, April through November (weather permitting). Finally, the existing Contract covers two (2) pickup dates for Christmas trees.

It is the expressed desire of the Village Board of the Village of West Winfield that each bidding Contractor submit bids which, if accepted by the Village Board, would provide for collection on the days and during the times outlined above, and providing the same services described above.

Further, it is the expressed desire of the Village Board of the Village of West Winfield that each bid submitted by a CONTRACTOR include a breakdown showing the component prices to be charged by the CONTRACTOR in collecting garbage, recyclables, and green waste.

The CONTRACTOR shall provide containers directly to residents of the VILLAGE, at the Contractor's sole cost and distribution, for the disposal of refuse, garbage and trash as well as a container for the disposal of household recyclables (i.e. glass, plastic, metal). Both the cost of the containers and the cost of distribution of the containers shall be borne by the CONTRACTOR.

When preparing its bid or bids, the CONTRACTOR needs to be aware that the Village has not, to date, entered into a Contract with the Herkimer-Oneida County Solid Waste Authority.

In the event that a legal holiday falls on any regular pickup day, the CONTRACTOR shall provide prior notice to the VILLAGE informing the VILLAGE of the alternate pickup day upon which collection shall take place. Further, the CONTRACTOR shall be responsible for publishing a notice in the West Winfield Star (the Village's official newspaper) whenever the normal pickup schedule is to be varied from. The CONTRACTOR will attempt to give the VILLAGE and VILLAGE residents adequate notice of any changes in the regular collection dates as a result of legal holidays so that VILLAGE residents can be informed in advance of those changes. Residential pickup or collection will be at the curb. For purposes of this paragraph, business, industrial, and institutional establishments shall include but not be limited to stores, markets, restaurants, health centers, factories, housing developments, and similar establishments. Pickup or collection for business, industrial, or institutional establishments shall be at the place or area of containment or placing of said garbage or refuse by each business, industrial or institutional establishment.

5. **DESIGNATION OF COLLECTION ROUTES:** Except insofar as the VILLAGE Board may, in the future, require that the CONTRACTOR collect refuse, garbage, or rubbish according to a certain pattern or route (in which event the CONTRACTOR agrees to be bound by the direction of the VILLAGE BOARD), the CONTRACTOR shall be entitled to establish its own pattern of collection or route so that all of the residential real property located within the VILLAGE limits, as well as all of the business, industrial and institutional establishments, are serviced according to the schedules set forth above. Should the CONTRACTOR encounter problems in

determining whether an individual residence or site should be serviced by its employees, all questions should be addressed to the VILLAGE Board of the VILLAGE of West Winfield.

6. **PAYMENTS TO CONTRACTOR:** The CONTRACTOR shall receive payment on the last Friday of each month. Payment can be picked up at the office of the Village Clerk or can be mailed to the CONTRACTOR.
  
7. **MISCELLANEOUS DUTIES AND LIBILITIES OF THE CONTRACTOR:** In addition to the other duties imposed by this Agreement upon the CONTRACTOR, the following shall be observed.
  - A. No controversy is to be entered into between the CONTRACTOR and the person occupying any property from which refuse is being collected. All objections on the part of the CONTRACTOR shall be referred to the Board of Trustees which may, in its discretion, take proper action thereon. The decision of the Board of Trustees in any controversy shall be final and determinative.
  - B. In the event of any injury or damage to containers or receptacles belonging to any person, if complaint be made to the Board of Trustees by the owner or owners thereof, the Board shall have the right to determine whether or not any unnecessary damage has been done by the CONTRACTOR, and if the Board decides in favor of the owner or owners of the containers or receptacles, the amount of damage shall be deducted for the sum which would otherwise be due to the CONTRACTOR from the VILLAGE.
  - C. If any refuse or recyclables be piled or left in the VILLAGE Street by the CONTRACTOR, it shall become the absolute duty of the CONTRACTOR to promptly remove the same and in the interim to guard the same by proper safety devices; and in the event of any suit or action brought against the VILLAGE by reason of damage or injury sustained as a result of the said piles of leaves, the CONTRACTOR will indemnify and save harmless the VILLAGE from any and all expenses or liability incurred from such action.
  - D. The CONTRACTOR will give its personal attention to the fulfillment of the Contract and will not assign, transfer, convey or sublet any portion of the work unless by and with the previous written consent of the Board of Trustees.
  
8. **COMPLIANCE WITH LAWS, ETC:**
  - A. The CONTRACTOR shall comply with all laws, rules, regulations, or ordinances of the State of New York, VILLAGE of West Winfield, Town or County and any and all departments, bureaus or agencies thereof  
**SPECIFICALLY:** The CONTRACTOR shall comply with local Law No. 1 of the VILLAGE of West Winfield for 1989 which established a USER FEE or LABEL/STICKER SYSTEM and which requires that a special adhesive sticker or label be affixed to any container of garbage or rubbish which is to be picked up by the VILLAGE'S CONTRACTOR.

- B. The CONTRACTOR. - The CONTRACTOR shall complete all documents and comply with all requests for information which the VILLAGE Clerk, the Mayor, and/or the VILLAGE Board of West Winfield deem necessary.
- C. The CONTRACTOR will comply with all provisions of law relative to Worker's Compensation Insurance and with Section 108 of the General Municipal Law, which are incorporated herein by reference.
- D. The CONTRACTOR will furnish adequate public liability and property damage insurance in such amount, and upon such terms and with such company as are satisfactory to the VILLAGE.

9. **RESERVED POWERS OF THE BOARD OF TRUSTEES:**

A The Board of Trustees hereby reserves the right to pass upon any and all conduct of the CONTRACTOR in the performance of his duties, and upon all questions which may arise relative to the fulfillment of the Contract on the part of the CONTRACTOR, and the quality and acceptability of the work of the CONTRACTOR, and their decisions shall be final and conclusive, and their approval in case any questions shall arise shall be a condition precedent to the right of said CONTRACTOR to receive any moneys under the Contract.

B. In case the CONTRACTOR shall fail to perform any of his duties or obligations to the complete satisfaction of the Board of Trustees, then the Board of Trustees or the VILLAGE shall have the power and right:

- 1. To discontinue, on five days written notice, all work or any part thereof, by the CONTRACTOR and to arrange for performance by the VILLAGE or by other Contractors, any additional expense or any loss resulting therefrom to be charged against and paid by the CONTRACTOR;
- 2. To cancel said Contract on five days written notice;
- 3. To deduct from payments to be made to the CONTRACTOR the following amounts of each offense:

For failure to collect refuse from a given place  
 at the time specified on schedule.....\$10.00

For use of leaky vehicle (per day) .....\$50.00

For damage of any container or receptacle the  
 reasonable value thereof, which shall be fixed by  
 the Board of Trustees, whose decision as to the  
 value of same shall be final and conclusive.

- 4. To exercise such other and/or additional lawful remedy or remedies as may be available.

10. **STATUS AND LIABILITY OF CONTRACTOR:** In the performance of his duties under the Contract, the CONTRACTOR shall be considered and is an independent CONTRACTOR and not an agent or employee of the VILLAGE of West Winfield; and shall indemnify and save harmless the VILLAGE, its officers and agents against any and all suits or actions of every kind and description and the expense and costs of defending same, brought against the VILLAGE or its officers or agents for or on account of any injury or damage to person or property received or sustained by any person or persons by or from the said CONTRACTOR, his servants, employees, or agents, in or on account of any accident or of any act or omission of said CONTRACTOR, its servants, employees, or agents.
11. **BOND:** The CONTRACTOR must, unless waived by the VILLAGE, furnish a surety bond in form, substance, and with surety or sureties satisfactory to the Board of Trustees, the amount of said bond to be equal to the total amount of the contract consideration.
12. **CONTRACT:** The successful CONTRACTOR will execute a contract covering the work to be performed under these specifications in form and substance and with such additional safeguards and provisions as may be requested by the Board of Trustees, and in executing same, the CONTRACTOR agrees that these specifications are and shall be a part of said Contract.

Section 103-a of the General Municipal Law is made a part and condition hereof as follows: "Upon the refusal of a person, when called before a grand jury, head of a State Department, temporary State Commission, or other State Agency, head of a City Department, or other City Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation 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 any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract."

A "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 fire district, or any public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that:"

- B. "Any and all contracts made with any municipal corporation or any public department, agency or official thereof, on or after the first day of July, Nineteen Hundred Fifty-Nine or with any fire district or any agency or official thereof on or after the first day of September, Nineteen Hundred Sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

In executing the above-described contract, the CONTRACTOR agrees:

- A. That in hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, 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 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, or national origin;
- C. That there may be deducted from the amount payable to the CONTRACTOR by the VILLAGE of West Winfield under this Contract a penalty of fifty 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. Contractor must pay at least the prevailing wage rate, and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- E. That this contract may be cancelled or terminated by the VILLAGE of West Winfield, and all monies 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.
13. **RIGHT TO REJECT BIDS:** The Board of Trustees hereby reserves the right to reject any and all bids, to refuse to grant the Contract to any and all parties or to award the Contract to that party or parties who, in its discretion, is the most qualified and suitable for the work to be performed. This right to reject is absolute; and all bids may be rejected whether or not said bids comply with these Specifications and whether or not the bidder is competent or qualified, if, in the sole discretion of the Board of Trustees of the VILLAGE, such rejection is or may be for the best interest of the VILLAGE; and all bidders, by bidding for said Contract, expressly agree and consent to this condition and provision.