

## REQUEST FOR PROPOSALS

### SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT

#### 1.1 Invitation to Bid

With the stated intent to create residential waste districts within their community, the Town and Village of New Paltz invite sealed Bidder's Proposals for weekly refuse collection and disposal, and weekly collection of recyclables from all single-family and multi-family dwelling units with individualized refuse collection (dumpster services are not included within the scope of the proposed franchise agreement). Should a successful bid be received, the Town of New Paltz and the Village of New Paltz will each create one or more residential waste districts within their respective communities. The proposed scope of work is described in detail within this Request for Proposals. The Town and Village of New Paltz reserve the right to amend the RFP and reject any and all proposals. All correspondence, phone calls, and emails shall be directed to the New Paltz Village Clerk via e-mail only at [clerk@villageofnewpaltz.org](mailto:clerk@villageofnewpaltz.org).

**WINNING BIDDER(S) WILL BE GRANTED THE RIGHT TO NEGOTIATE AN EXCLUSIVE FRANCHISE AGREEMENT TO SERVICE ALL OF THE NEWLY CREATED WASTE DISTRICTS. THE WINNING BIDDER(S) ARE NOT GUARANTEED ANY RIGHTS HEREUNDER UNTIL A FINAL FRANCHISE AGREEMENT IS FULLY EXECUTED. IN ADDITION TO THE FOREGOING, THE PRINCIPALS, OWNERS, OFFICER, DIRECTORS, AND EMPLOYEES OF ALL WINNING BIDDERS SHALL BE SUBJECT TO FULL CREDIT, CIVIL AND CRIMINAL BACKGROUND CHECKS, AT THE SOLE COST AND EXPENSE OF SAID WINNING BIDDERS. ANY NEGATIVE REFERENCES ON SUCH BACKGROUND CHECKS MAY RESULT IN THE DISQUALIFICATION OF ANY WINNING BIDDER.**

## 1.2 Definitions:

- "Municipality" shall refer to both the Town and the Village of New Paltz, working collaboratively to better serve community residents.
- "Municipal Waste" means garbage, refuse, and other material resulting from operation of residential establishments and from related activities which are not defined as RECYCLABLES. Municipal waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle.
- "Recyclable Material" means all residential recyclable material collected by Haulers within the jurisdiction of the MUNICIPALITY. For the purposes of this definition, "residential" shall be determined by the terms of this Request for Proposals and Contract.
- "Commingled Recyclables" means source-separated, commingled, and/or pre-sorted materials delivered to the Designated Facility consisting of ferrous metal cans, aluminum containers, glass, and plastic, which shall include HDPE, PET-ridged household containers, and plastics 1 through 7.
- "Paper Recyclables" means source-separated, commingled, and/or presorted paper products delivered to the Designated Facility consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard.
- "Recyclable Material" or "Recyclables" means, single-stream, commingled recyclables, and/or paper recyclables, which generally conform to the specifications set forth in

Attachment I, or other materials which the MUNICIPALITY and the CONTRACTOR by mutual agreement may designate as Recyclable Material from time to time.

- "Single Stream" commingled recyclables and paper recyclables collected at the curbside by the CONTRACTOR and not separated in two different compartments.
- "Ton" means two thousand (2,000) pounds avoirdupois.

### **1.3 The Contract and Proposed Programs**

The MUNICIPALITY has prepared the Request For Proposals, which it intends to enter into with the successful bidder(s) for performance of the Work. The Request for Proposals shall be a part of the contract. Each Bidder shall carefully examine the proposal document before submitting a Proposal.

#### **1.3.1 Proposed Collection and Disposal Program**

The MUNICIPALITY desires to enter into a contract for a five year period, for refuse collection and disposal, and collection of recyclables from all single-family and multi-family dwelling units with individualized refuse collection located in the Town & Village. Collection location, method and frequency of the refuse and recyclables collections shall be based on the selected proposal or as accepted in an alternate proposal submitted by the successful Contractor that shall correspond to the needs defined in the Request for Proposals.

The following is a detailed description of the requirements and services covered under this Request for Proposals.

### 1.3.2 Requirements applicable to all services.

(A) Reporting: The CONTRACTOR shall prepare and submit to the MUNICIPALITY, reports detailing solid waste disposal and recycling collection activities for the previous contract year by the 15th day of June each year. Upon request from the MUNICIPALITY, the CONTRACTOR shall report without limitation the tons of waste recycled, tons landfilled, name of the transfer station and landfills used. Monthly or quarterly reporting would be preferred, but is not a requirement for a successful bid.

(B) Services to be rendered in skillful manner: The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient, and skillful manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns, or similar hindrances, all to the reasonable satisfaction of the MUNICIPALITY. All property which suffers damage caused by the CONTRACTOR, including but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage and at no extra charge to the property owner. The CONTRACTOR shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear expected. The CONTRACTOR shall replace lids or covers on containers immediately after emptying. Contractor shall make best efforts to pick up any refuse left behind on the street or premises as a result of incomplete disposal.

(C) Collection time: The starting time for the pick-up service described herein shall not commence earlier than 7:00 a.m. and end no later than 7:00 p.m. Monday through Friday.

Collections cancelled or postponed due to agreed upon holidays or acts of God shall take place the day following the normally scheduled collection day.

(D) Customer Service Complaints:

(i) The CONTRACTOR shall designate a customer service liaison for the MUNICIPALITY and provide a phone number for customer service assistance between the approximate hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except holidays when there is no residential collection, to handle inquiries and complaints connected with services provided under this Agreement. If the MUNICIPALITY wishes, it may, at its own expense, cause an extension of a MUNICIPALITY telephone line to be placed in the CONTRACTOR's office or otherwise forward such calls to provide for the direct handling of service complaints from residents. All complaints shall receive prompt and courteous attention from the CONTRACTOR.

(ii) On a monthly basis, the CONTRACTOR will provide the MUNICIPALITY with a report on all complaints received. The report shall include the number of calls received and a summary of specific complaints. If the CONTRACTOR is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, notice shall be delivered to both the Town and Village Clerks setting forth the name and address of the resident, date and time of complaint, nature of complaint, and the CONTRACTOR'S response. The Town and Village Clerks or Town and Village designees shall intervene, mediate the dispute, and render a final decision binding on the CONTRACTOR.

(iii) Disputes with Citizens. Where a dispute arises between a resident and the CONTRACTOR as to the manner of placement of waste, but not whether the substance is collectible, the CONTRACTOR shall to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR will immediately report the controversy to the Town and Village Clerks or Town and Village designee, whose decision shall not be unreasonable but shall be final, conclusive, and binding on both the resident and the CONTRACTOR.

### **1.3.3 Contractor Requirements**

(A) To ensure residents are given a collection option that corresponds to the projected collection volume, a minimum of two differently sized container options must be offered by the CONTRACTOR.

(B) The CONTRACTOR who is awarded the franchise shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of all dwelling units to be serviced under the terms of the agreement. Annually, the CONTRACTOR must provide an account of the number of homes receiving service. This number must be provided at the anniversary date of the contract.

(C) The CONTRACTOR shall designate in writing the person to serve as agent for the CONTRACTOR and liaison between his organization and the MUNICIPALITY.

(D) The CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of New York, County of Ulster, and MUNICIPALITY relating to the services required under the terms of this proposal, use of premises and public places, and safety of persons and property. This includes Ulster County Local Law No. 10 of 2012 Flow Control.

(E) All recyclable materials shall be delivered to an appropriately licensed recycling facility.

#### **1.3.3.1 Program Descriptions**

(A) Municipal Waste Collection

(I) Service Levels:

(a) Frequency of Collection: Once-per-week.

(b) Start Date: Shall be Thursday June 1, 2023.

(c) The CONTRACTOR will be responsible for establishing a collection schedule for the MUNICIPALITY, subject to approval by the MUNICIPALITY, which shall remain consistent throughout the life of the contract.

(II) Location of Service: All containers shall be placed appropriately for collection by the resident, on the day of scheduled collection, by 8:00 a.m.

(III) Toter Carts: If selected by the MUNICIPALITY, the CONTRACTOR will provide and distribute to all customers at no-charge an approved thirty-three (33) gallon, sixty-five (65) gallon or ninety (90) gallon "toter" cart in accordance with the level of service purchased from the

CONTRACTOR. Similar sizes may be substituted by the CONTRACTOR as part of the service plan that must be included with all bids.

(IV) Disposal: All waste, as defined in this section, shall be removed from the MUNICIPALITY at the close of each day of collection and shall be disposed of at a lawfully operated facility(ies), as described in Section 1.3.3 A, at the CONTRACTOR'S sole expense.

(V) Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks.

(B) Recyclables Collection

(I) CONTRACTOR Obligations:

(a) Disposal: No materials collected as recyclable materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.

(b) Fees: The CONTRACTOR shall pay the fees, or collect the amounts due, for delivery of recyclable materials. **In the event of a significant change in the cost of recycling collection or disposal, a fee review process may be initiated by either the CONTRACTOR or the MUNICIPALITY.**

(c) Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as municipal waste collection.

(d) Location of Service: Curbside pick-up shall be at the curbside in front of the dwelling unit to be served.



(e) Service Level: Collection of the recyclable materials defined hereinabove with a weekly limit of \_\_\_\_\_.

(f) Containers: If selected by the MUNICIPALITY, the CONTRACTOR will provide and distribute to all customers at no-charge an approved thirty-three (33) gallon, sixty-five (65) gallon or ninety (90) gallon "toter" cart for single stream recycling in accordance with the level of service purchased from the CONTRACTOR. Comparable container sizes may be substituted if listed within the service plan provided by the CONTRACTOR, but a minimum of two different sizes must be offered.

(g) Processing of Recyclable Material: The CONTRACTOR shall collect, separate and process all recyclable material to facilitate the sale of recyclable material to remanufacturers for post-consumer use. The CONTRACTOR shall not deposit any recyclable material at a landfill or waste incinerator without prior written approval of the MUNICIPALITY or VILLAGE or TOWN.

## (II) Recycling Carts

(a) Customers must place all recyclable materials in the recycling carts. Recyclable materials shall be collected in a single-stream recycling collection, such that all recyclable materials may be commingled into the recyclable cart or other container designated for such purpose. The CONTRACTOR shall provide all such containers at no cost that correspond to the contracted level of service and will deliver any additional or replacement recycling carts at the request of the Village.

(b) The CONTRACTOR may request changes, modifications, or alterations in the manner in which residents set out recyclable material for collection in order to accommodate changes in

collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village or Town's approval.

#### **1.3.3.2 Payment and Billing of Accounts**

(A) The Town and Village require the CONTRACTOR to bill the customers individually. No Town or Village resident will be considered a customer of the CONTRACTOR until that resident has requested service: The CONTRACTOR will perform the billing and collection of fees from serviced dwelling units. Residents will be billed on a maximum 3 month cycle. Payments will not be due prior to halfway through the service periods covered in the invoice. The MUNICIPALITY shall have no liability or responsibility to the CONTRACTOR for any delinquent accounts. If deemed necessary, the Town and Village may modify any of its regulatory ordinances regarding health, welfare, and safety to insure that the Town and Village residents adhere to this contract and the services provided hereunder.

(B) The MUNICIPALITY reserves the right to request any relevant information or data from the CONTRACTOR as may be necessary to evaluate any proposed rate increase or decrease. All requests shall be reviewed by the Municipality and the rate adjustment authorized shall be effective June 1st of any contract year.

#### **1.3.3.3 Failure to Perform - Insolvency - Non-Assignability**

(A) In the event the CONTRACTOR in any way shall fail to collect and/or dispose and/or market the solid waste materials and/or collected recyclables as required of it herein for any one (1) week: (1) The CONTRACTOR shall give immediate notice to the MUNICIPALITY of such failure in writing stating therein the reasons for such failure; (2) The MUNICIPALITY may then proceed

with the work itself or cause such work to be undertaken by a third party, and the MUNICIPALITY shall have the right to bill the CONTRACTOR for all costs incurred by it by reason of such failure of the CONTRACTOR to perform; (3) At the election of the MUNICIPALITY, the CONTRACTOR shall pay said costs to the MUNICIPALITY, or forgo payment for previous rendered services.

(B) In the event that any failure or alleged failure on the part of the CONTRACTOR to collect the material herein provided to be collected and disposed of by the CONTRACTOR shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to catastrophe, acts of God, or other causes beyond the CONTRACTOR's reasonable control, then the MUNICIPALITY, at their option, may proceed according to the steps set forth in section 1.3.3-A(2) and (3) above, or may terminate the contract and/or seek a legal determination of its losses or damages due to such breach of contract or proceed to call upon the CONTRACTOR's performance bond or pursue such other remedies as may be available to the MUNICIPALITY by law.

(C) In the event CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the MUNICIPALITY upon fifteen (15) days written notice to

CONTRACTOR and in no event shall the contract be, or be treated as, an asset of CONTRACTOR after the exercise of said option.

(D) The contract is not assignable by CONTRACTOR, either voluntarily or involuntarily, or by process of law, without the prior written consent of the MUNICIPALITY, and shall not be or come under the control of creditors, or a trustee, or trustees of CONTRACTOR in case of bankruptcy, or insolvency of CONTRACTOR, but shall be subject to termination as above provided.

(E) Equal Employment Opportunity

During the term of this Agreement, the CONTRACTOR shall comply in all respects with the Equal Employment Opportunity Act. The CONTRACTOR shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement. The CONTRACTOR shall include, verbatim or by reference, the provisions of this Section in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The CONTRACTOR will promptly notify the Town and Village in the event any subcontractor fails

or refuses to comply therewith. In addition, the CONTRACTOR will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

#### **1.4 Bidding and Contract Documents**

The bidding and contract documents consist of all the following documents The bidding and contract documents consist of all the following documents, attachments, and addendum all of which are by this reference made a part of this Request for Proposals as set forth herein.

The Contract Documents are:

- A. Request for Proposals;
- B. Attachments A through D

#### **1.5 Pre-Bid Conference**

The MUNICIPALITY will conduct a two pre-bid conferences via Zoom on Friday, April 14, at 10:00 a.m. and on Friday, April 20, 2023 at 10:00 a.m. to explain all the documents included with this Request for Proposals. Nothing stated at the pre-bid conference shall change any such document unless an Addendum is issued therefore pursuant to Section 2.2 of this Request for Proposals. Bidders are encouraged to submit written questions to the MUNICIPALITY, sufficiently in advance of the scheduled pre-bid conference to ensure that all questions can be responded to at the pre-bid conference.

#### **1.6 Submission of Proposal**

One (1) original and ten (10) copies of the proposal (which includes all Attachments along with the required Bid Security) must be delivered to MUNICIPALITY by the specified opening time. Proposals arriving after the specified time will not be accepted and returned to the originator unopened.

Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope.

All proposals shall be submitted in sealed envelopes carrying the following information:

**Company Name, Contact Person, Address, Telephone Number, Subject Matter of Proposal, and Designated Time of Proposal Opening.**

### **1.7 Bid Opening**

The MUNICIPALITY will receive sealed Bidder's Proposals for the Work until 10:00 a.m. on Wednesday, April 26 at Village Hall, 25 Plattekill Avenue, at which time all Bidder's Proposals will be publicly opened and read aloud. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the contract and the Bidder's full legal name.

### **1.8 Bid Security, Bonds, Insurance and Indemnification**

(A) Bid Security. Each Bidder's Proposal shall be accompanied by a cashier's check, bank draft, or certified check in the amount of \$5,000.

(B) Return of Bid Security. Bid Securities submitted in the form of cashier's checks, bank draft, or certified checks will be returned to all within five (5) business days after execution of the contract by the MUNICIPALITY.

(C) Liquidated Damages. If a Bidder fails to timely submit all additional information requested by the MUNICIPALITY, or if the successful Bidder fails to timely and properly submit the required Bid Bond and certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the contract, the CONTRACTOR's Certification, and all other required documentation related to the contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the MUNICIPALITY will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, agrees that the MUNICIPALITY shall have the right, at their option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against the defaulting Bidder.

(D) Performance Bond. At the time of execution of the contract, the CONTRACTOR shall furnish the required Performance Bond (ATTACHMENT \_) with corporate surety acceptable to the MUNICIPALITY in the penal sum of \$5,000,000.00 for each year of the awarded CONTRACT, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under this CONTRACT and upon its full compliance with the laws of the State of New York and ordinances and regulations of the MUNICIPALITY and said bond shall indemnify the MUNICIPALITY against any loss resulting from any breach or failure of performance by the CONTRACTOR. The surety on said bond shall have at least an A- financial

rating in the most recent edition of Best's Insurance Reports. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided in paragraph F of this section below.

(E) Insurance. The successful Bidder will be required to furnish at Bidder's sole cost original certificates of insurance upon award of the contract. Each Bidder's Proposal must be accompanied by a letter from an insurance carrier or its agent, acceptable to the Town and Village which has an AM Best's rating of not less than "A-" and a classification of "VIII" or better, certifying that said insurer has read the requirements set forth in this section and will issue the required certificates of insurance upon award of the contract to Bidder. Throughout the term of this CONTRACT and any renewal thereof the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance as follows:

(1) Workman's Compensation: The CONTRACTOR shall carry in a company authorized under the laws of the State of New York a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of New York.

(2) Motor Vehicle Liability Insurance: The CONTRACTOR shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident for bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the MUNICIPALITY as additional insured as respects the operation of vehicles owned or operated by the CONTRACTOR.

(3) General Liability: The CONTRACTOR shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person



and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The MUNICIPALITY shall be named as additional insureds on this policy. Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the MUNICIPALITY. The CONTRACTOR shall furnish the MUNICIPALITY with certificates evidencing that the insurance provided for herein is maintained by the CONTRACTOR within seven (7) days of the date of any request by the MUNICIPALITY. The Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement.

CONTRACTOR shall procure and maintain at its own cost and expense, any additional kinds and amounts of insurance which, in the CONTRACTOR'S own judgment may be necessary for its proper protection in the prosecution of the work.

(F) Indemnification. The CONTRACTOR shall indemnify and save harmless the MUNICIPALITY against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the MUNICIPALITY and shall defend, indemnify, and save harmless the MUNICIPALITY from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses, and attorney fees, in any way resulting from or arising out of CONTRACTOR'S performance under the terms of this Proposal and/or the operations in connection herewith, including operations of sub-Contractors and actions or omissions of employees or agents of CONTRACTOR or its Contractors. The CONTRACTOR'S insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

(G) It is expressly agreed that in no event shall the Town and Village be liable or responsible to the CONTRACTOR, or any other person, on account of stoppages or delay in work herein provided for by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from, or by account of, any delay from any cause whatsoever.

#### **1.9 Examination of Documents and Work Site**

(A) Bidding and Contract Documents. Each prospective Bidder shall, before submitting its proposal, carefully examine the Bidding and Contract Documents.

(B) Work Conditions. Each prospective Bidder shall, before submitting its Proposal, personally inform itself of all conditions under which the Work is to be performed and of the unusual conditions or difficulties that may be encountered.

(C) Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections, and investigations required by this Section.

(D) Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from Bidder's failure or neglect to comply with the terms of this Request for Proposals. The successful Bidder will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Bidder failed or neglected to inform itself prior to submitting its Bidder's Proposal, and the successful Bidder shall bear all costs associated therewith or arising therefrom, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the progress of the Work.

## **2.0 Interpretation of the Bidding Documents and the Contract**

(A) The MUNICIPALITY will interpret the bidding documents in accordance with their respective Best Value Pricing laws.

(B) Informal Responses. The MUNICIPALITY will not give oral answers to any inquiries regarding the meaning of the Bidding or Contract Documents or oral instructions prior to the award of the Contract other than at the pre-bid conference. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Bidders, shall not be guaranteed, and shall not be relied upon by any prospective Bidders. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against the MUNICIPALITY or its respective officers, employees, agents, or attorneys on account thereof.

### **2.1 Permits and Licenses**

All Bidder's Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable licenses, permits, and other authorizations.

### **2.2 Preparation of Bidder's Proposal**

Bidder's Proposals for the Work shall be made on the blank Bidder's Proposal form furnished by the MUNICIPALITY and included in the Bidding Documents. Entries on the Bidder's Proposal form shall be typed or legibly written in ink. A Bidder's Proposal may be rejected if it does not

contain a requested rate or charge for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" for any item left blank.

### **2.3 Signature Requirements**

Any Bidder's Proposal that fails to comply with this Section may be rejected.

(A) Bidder's Proposals. Each Bidder's Proposal shall be signed, as applicable, by the president or other authorized officer of any corporation, or by all of the General Partners of any partnership; or by each signatory of any joint venture agreement in accordance with the immediately preceding requirements, or by any individual if the Bidder's Proposal is submitted by an individual.

(B) Other Documents. The signature requirements set forth in Subsection 2.3 A above shall apply to all other Bidding Documents required to be executed by the Bidder, Bidder's sureties, and Bidder's insurance representatives as well as to the contract, the CONTRACTOR's certification, and all other required documentation related to the contract. Any Bidder's Proposal that fails to comply with this requirement may be rejected.

### **2.4 Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by the Bidder in the manner specified in Section 2.3 of this Request for Proposals, for the withdrawal of such Bidder's Proposal is filed with the MUNICIPALITY prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of the Bidder to file a new Bidder's Proposal so long as such new proposal is submitted prior to the due date and time of the proposals. No Bidder's Proposal shall be withdrawn without the

consent of the MUNICIPALITY for a period of sixty (60) calendar days after the opening of Bidder's Proposals. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by the Bidder in the manner specified in Section 2.3 of this Request for Proposals, for the withdrawal of such Bidder's Proposal is filed with the MUNICIPALITY after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until the MUNICIPALITY executes a CONTRACT pursuant to this Request for Proposals.

## **2.6 Qualification of Bidders**

(A) Factors. The MUNICIPALITY intends to award the CONTRACT to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, organization, and staffing to enable it to perform the work successfully, in accordance with the best value law of 20\_\_.

(B) Final Determination. The final selection of the successful Bidder shall be made on the basis of the above-mentioned facts and matters and any additional information that may be requested of all Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant, and equipment; a description of current workloads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, then the MUNICIPALITY shall issue a Request for Additional Information in the form included in the Bidding Documents to one or more of the Bidders. If the MUNICIPALITY issues a Request for Additional Information, then the responding Bidder shall provide such information within two business days after receipt of said

Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall be grounds for the imposition of liquidated damages at the MUNICIPALITY option, all as is more specifically set forth in Section 1.8.C. of this Request for Proposals.

## **2.7 Disqualification of Bidders**

(A) More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the RFP shall be considered from any single corporation, partnership, individual, or joint venture. Reasonable grounds for believing that any corporation, partnership, individual, or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual, or joint venture is interested.

(B) Collusion. If there are reasonable grounds for believing that collusion exists among any of the Bidders, the Bidder's Proposals of the participants in such collusion will not be considered.

(C) Default. If a Bidder is or has been in default on a contract with the MUNICIPALITY, or in the payment of monies due the MUNICIPALITY, its Bidder's Proposal may not be considered.

(D) Deficiencies. The MUNICIPALITY expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that submits a Bidder's Proposal that contains omissions, alterations, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, nonconforming, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters, or submits an unsigned or improperly signed Bidder's Proposal.

## **2.8 Award of Contract**

(A) Reservation of Rights. The MUNICIPALITY reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the MUNICIPALITY and the public; to reject the low Schedule of Rates and Charges; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications, or modifications following the opening of the Bidder's Proposals when to do so would not, in the MUNICIPALITY opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in any Bidder's Proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

(B) Offers. All Bidder's Proposals are firm offers to enter into the contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the contract has been executed by both the MUNICIPALITY and the successful Bidder.

#### **2.9 Failure to Properly Execute and Provide Contract Documents**

(A) Annulment of Award; Liquidated Damages. Failure of the successful Bidder to sign the contract or the CONTRACTOR's Certification, or to sign any other required documentation or to submit the required bond or certificates or policies of insurance within fourteen (14) days after notice from the MUNICIPALITY award of the contract shall be just cause for the annulment of the award and the imposition of liquidated damages as more specifically set forth in Section 1.8.C. of this Request for Proposals. (B) Subsequent Awards. Upon annulment of an award, the MUNICIPALITY may accept, and award a contract based on, any other Bidder's Proposal as the

MUNICIPALITY, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the work.

### **3.0 Confidentiality**

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. The MUNICIPALITY shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to the MUNICIPALITY prior to its submission by the Bidder, or such information was properly obtained or developed independently by the MUNICIPALITY, or the Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that the MUNICIPALITY are subject to the New York Freedom of Information Law (FOIL) and that no disclosure made in good faith by the MUNICIPALITY pursuant to such Act shall be deemed to violate this Section.

### **3.1 Disputes**

The CONTRACTOR'S performance of the work under this Proposal shall be observed and monitored by the MUNICIPALITY. Should the MUNICIPALITY determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from the MUNICIPALITY, shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the MUNICIPALITY. The failure of the MUNICIPALITY to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified. Where any dispute arises between a customer and the CONTRACTOR as to the manner of placing waste or the nature of



the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR will immediately report the controversy to the MUNICIPALITY for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and CONTRACTOR'S employees. To prevent misunderstandings and litigation, the MUNICIPALITY shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR. The MUNICIPALITY will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the MUNICIPALITY and the CONTRACTOR and shall be issued in writing to the CONTRACTOR. The MUNICIPALITY shall make such explanation as may be necessary to complete, explain or make definitive the provisions of the contract, and their findings and conclusions, when issued in writing to the CONTRACTOR, shall be final and binding upon both the MUNICIPALITY and the CONTRACTOR.

### **3.2 Proposal, Contract and Agreement Terms**

It is the understanding and intention of the parties hereto that the CONTRACT shall constitute a Franchise Agreement for Refuse Collection and Disposal, and Collection of Recyclables for Delivery to Permitted and/or Approved Facilities. All terms and conditions of the CONTRACT are considered material and failure to perform any of said conditions on the part of the CONTRACTOR shall be considered a breach of said CONTRACT. Should CONTRACTOR fail to perform any of said terms or conditions, the MUNICIPALITY shall have the right to terminate

the CONTRACT only after ten (10) days written notice to the CONTRACTOR of the violation of the CONTRACT and the failure of the CONTRACTOR to remedy the violation within said time. In addition to any and all equitable and legal remedies available to the MUNICIPALITY in the event of a breach of the CONTRACT by CONTRACTOR, the MUNICIPALITY shall have the right to call upon the performance bond described in Section 1.8.D. hereof. The remedies provided to the MUNICIPALITY herein shall be cumulative and not exclusive. No waiver by the MUNICIPALITY a default by the CONTRACTOR under the CONTRACT shall be construed as a waiver by the MUNICIPALITY any continuing or subsequent default or failure to perform on the part of the CONTRACTOR.

## ATTACHMENT A

### THE MUNICIPALITY CONTRACT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

#### BIDDER'S PROPOSAL

Full Name of Bidder

County Waste - Ulster, LLC  
("Bidder")

Principal Office Address

1927 Route 9, PO Box 431

Clifton Park, NY 12065

\_\_\_\_\_

\_\_\_\_\_

Local Office Address

446 State Route 416, Montgomery NY 12549

\_\_\_\_\_

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Contact Person Chris Harrison Telephone Number  
518-470-4928

TO:  
Village Clerk  
Village of New Paltz, NY 12561  
(Representative for the "Village")

Bidder warrants and represents that Bidder has carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Bidder's Proposal, Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Bidder's Proposal, the Request for Proposals pursuant to which the Village solicited this Bidder's Proposal and the Contract Agreement to be entered into in the form attached to the Request for Proposals (collectively, the "Contract"), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste and recyclables from all customers during the term of the Contract; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of New York and ordinances and regulations of the Village in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Village against any loss resulting from any breach or failure of performance by the Bidder under the Contract; (f) do all other things required of the successful Bidder or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and skillful manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the following "Schedule of Prices" unless otherwise provided in the Request for Proposals:

#### **SCHEDULE OF PRICES**

A) *For Residential Waste Collection and Recyclables Collection once per week (curbside) as described in section 1.3.3.1 of the RFP.*

*Please be sure to list prices for all sizes of residential waste containers that would be offered under the franchise agreement. Recycling containers should equal or greater to the size of the refuse container purchased by the customer. A minimum of 2 (two) differently sized containers must be offered.*

**Year One:**

<u>\$ 31.50</u>	Per	<u>95</u>	gallon container per month
<u>\$ 30.50</u>	Per	<u>65</u>	gallon container per month
<u>\$ 30.00</u>	Per	<u>35</u>	gallon container per month

**Year Two:**

<u>\$ 32.45</u>	Per	<u>95</u>	gallon container per month
<u>\$ 31.41</u>	Per	<u>65</u>	gallon container per month
<u>\$ 30.90</u>	Per	<u>35</u>	gallon container per month

**Year Three:**

<u>\$ 33.42</u>	Per	<u>95</u>	gallon container per month
<u>\$ 32.35</u>	Per	<u>65</u>	gallon container per month
<u>\$ 31.83</u>	Per	<u>35</u>	gallon container per month

**Year Four:**

<u>\$ 34.43</u>	Per	<u>95</u>	gallon container per month
<u>\$ 33.33</u>	Per	<u>65</u>	gallon container per month
<u>\$ 32.79</u>	Per	<u>35</u>	gallon container per month

**Year Five:**

<u>\$ 35.46</u>	Per	<u>95</u>	gallon container per month
<u>\$ 34.33</u>	Per	<u>65</u>	gallon container per month
<u>\$ 33.77</u>	Per	<u>35</u>	gallon container per month

**3. Bidder's Representations and Warranties**

In order to induce the Village to accept this Bidder's Proposal, Bidder hereby represents, warrants, and certifies as follows:

A. Bidder is of lawful age and the only persons interested in this Bidder's Proposal as principals are those named in the completed Bidder's Sworn Statement attached hereto and this Bidder's

**BANK OF AMERICA** 

**Cashier's Check**

No. **1019521780**

Bank of America, N.A.  
San Antonio, Texas  
Deposit Services  
318-0005594 KH

Void after 90 days

30-1/1140

DATE

04/20/23 09:31:41 AM

PAY ONLY **5000.00** CTSCTS

**\*\*\$5,000.00\*\***

PAY Five thousand dollars and 00/100

To The Order Of Town and Village of New Paltz  
Town and Village of New Paltz City Bid

SR1-42927100143

Void Over \$5,000.00



AUTHORIZED SIGNATURE

Remitter: WASTE CONNECTIONS US INC

⑈ 1019521780 ⑈ ⑆ 114000019 ⑆ 001641000744 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. Bidder is not barred by law from contracting with the Village or with any other unit of state or local Government as a result of (i) a delinquency in the payment of any administered tax, unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax.

C. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in this Bidder's Proposal or in the services to which it relates or in any portion of the profits thereof.

D. Bidder has examined the Request for Proposals, including all of its Attachments, and will, if this Bidder's Proposal is accepted, enter into the Contract Agreement in the form attached to the Request for Proposals.

E. Bidder does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and Bidder will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. A certified check, cashier's check or bank draft in the amount of \$5,000 has been attached to this Bidder's Proposal.

G. The surety and insurance commitment letters required by the Request for Proposals have been attached to this Bidder's Proposal.

H. Bidder understands and agrees that the Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Request for Proposals.

I. Bidder understands and agrees that, if this Bidder's Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Bidder's Proposal and in the Request for Proposals and the Contract Agreement to be entered into in the form attached to the Request for Proposals.

J. The persons signing this Bidder's Proposal possess full authority to submit this Bidder's Proposal on behalf of the Bidder and Bidder understands and agrees that, by submitting this Bidder's Proposal, Bidder shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing Bidder's Proposals found in the Request for Proposals are satisfied.

DATED this 8<sup>th</sup> day of May, 2023

Attest/Witness:

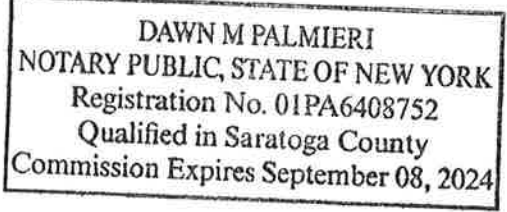
County Waste - Ulster, LLC  
Bidder

By: [Signature]  
Mike Doyle

By: Dawn Palmieri  
Dawn Pauli

Title: District Manager

Title:



## ATTACHMENT B: BIDDER'S SWORN STATEMENT

THE TOWN AND VILLAGE OF NEW PALTZ CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,  
AND COLLECTION OF RECYCLABLES WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED  
FACILITIES

### BIDDER'S SWORN STATEMENT

County Waste - Ulster LLC ("Deponent"), being first duly sworn on oath, deposes  
and states  
that the undersigned Bidder is organized as indicated below and that all statements herein  
made are made on behalf of such Bidder in support of the Bidder's Proposal for the above  
Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its  
Bidder's  
Proposal and that the statements contained in its Bidder's Proposal and in this Sworn  
Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If Bidder is a successor to a prior organization, provide the information requested in items 10 through 12 for both Bidder and the prior organization. If Bidder is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Sworn Acknowledgment (Complete Applicable Section)

A. For Corporations.

Bidder is a corporation that is organized and existing under the laws of the State of New York, that is operating under the legal name of <sup>DBA</sup> County Waste - Ulster LLC and that is qualified to do business in the State of New York. Waste Connections, Inc.

Pursuant to a Resolution of the corporation's Board of Directors taken on January 2021, a certified copy of which is hereto attached, Mike Doyle, who is the District Manager of the corporation, is authorized to sign this Bidder's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	<u>See attached.</u>	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

The stockholders of the corporation who own ten percent or more of its stock of any class are as follows:

NAME	ADDRESS	PERCENTAGE OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~B. For Partnerships.~~

~~Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that~~



## Corporate Officers

---

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste & Recycling Service, Inc. is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

The following table list corporate officers of Waste Connections, Inc along with our Regional Management.

<u>Name</u>	<u>Positions</u>
Worthing Jackman	Chief Executive Officer and Chairman
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
David Eddie	Senior Vice President – Chief Accounting Officer
Colin Wittke	Senior Vice President – Sales and Marketing
Jim M. Little	Senior Vice President – Engineering an Disposal
Eric O. Hansen	Vice President – Chief Information Officer
Susan R. Netherton	Vice President – Employee Relations
Scott Schreiber	Vice President – Disposal Operations
Patrick Shea	Vice President – General Counsel and Secretary
Greg Thibodeaux	Vice President – Maintenance and Fleet Management
Richard Wojahn	Vice President – Business Development
Jason Craft	Vice President – Operations, Eastern Region
Doug McDonald	Eastern Regional Controller
Edward Guillet	Director
Robert H. Davis	Director
Michael W. Harlan	Director
William J. Razzouk	Director

The Waste Connections Board of Directors has an Executive Committee, an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. The Executive Committee is authorized to exercise all of the powers and authority of the Board of Directors in managing Waste Connections business and affairs, other than matters required by law to be approved by the stockholders.

is operating under the legal name of \_\_\_\_\_, and that is qualified to do business in the State of New York. The general partners of the partnership are as follows:

NAME	ADDRESS	PERCENTAGE OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the General Partners on \_\_\_\_\_, a certified copy of which is hereto attached, \_\_\_\_\_ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

*C. For Individuals.*

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

Pursuant to a power of attorney executed by Bidder on \_\_\_\_\_, a certified copy of which is hereto attached, \_\_\_\_\_ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable.]**

*D. Joint Ventures:*

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of New York, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows

NAME	ADDRESS	PERCENTAGE OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; and**

~~Individual = "I"]~~

~~Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on \_\_\_\_\_, a certified copy of which is hereto attached, \_\_\_\_\_ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable.]**~~

**2. Nature of Business**

State the nature of Bidder's business:

Waste and Recycling removal company.

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 33 years

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

**4. Predecessor Organizations (continued)**

NAME	ADDRESS	YEARS
<u>NA</u>		

**5. Related Experience**

List three contracts or franchise agreements awarded to Bidder, or its predecessors, in the past five years most comparable to the Work:

JOB ONE	JOB TWO	JOB THREE
Owner: _____	_____	_____

Reference: See attached

Telephone Number: \_\_\_\_\_

Type of Work: \_\_\_\_\_

**6. Current Projects**

Bidder is currently involved in the following on-going contracts for work similar to the Work:

County Waste –Ulster, LLC is proud of the municipalities and schools that we serve and offer the following list of references for your evaluation.:

**Cairo-Durham School District**

P.O. Box 780  
Cairo, NY 12413  
Jeffrey Miriello – School Business Official  
518-622-8534

**Village of Warwick**

132 Kings Highway  
Warwick, NY 10990  
Michael Sweeton – Town Supervisor  
845-986-1124

**Town of Wallkill**

99 Tower Dr., Building A  
Middletown, NY 10941  
Louis Ingrassia, Jr – Commissioner of Public Works  
845-326-1435

**Village of Maybrook**

111 Schipps Ln  
Maybrook, NY 12543  
Valentina Johnson – Village Clerk  
845-427-2717 ext. 201

**NYS Thruway Authority**

200 Southern Boulevard  
Albany, NY 12209  
Judith Wargo  
518-436-2720

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OWNER	DESCRIPTION OF WORK	SCHEDULED COLLECTION DAYS	RATE PER MONTH PER CUSTOMER
Village of Maybrook	Curbside Trash/Recycling	Monday & Thursday	
Town of Woodbury	Curbside Trash/Recycling	Tuesday & Friday	
Village of Canajoharie	Curbside Trash pickup	Wednesday	
Village of Chatham	Curbside Trash/Recycling	Wednesday	

**7. Contracts Abandoned**

Bidder has never failed to complete a contract except as noted and explained below:

n/a

**8. Contract Defaults**

Bidder has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

n/a

**9. Litigation**

Bidder is, or within the past five years has been, a party to the following litigation. Please include only those cases involving municipal or franchise agreements.

CASE NAME	COURT JURISDICTION	DOCKET NUMBER
n/a		

DATED this 8<sup>th</sup> day of May, 2023

Attest/Witness:

County Waste - Ulster, LLC

Bidder

By:  By:  
Mike Doyle

Title: District Manager Title:  
\_\_\_\_\_

Subscribed and Sworn to Dawn Palmieri

My Commission Expires: 9/8/24 before me this 8<sup>th</sup> day of May  
2023.

[SEAL]

  
Notary Public

DAWN M PALMIERI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PA6408752  
Qualified in Saratoga County  
Commission Expires September 08, 2024

### ATTACHMENT C

THE TOWN AND VILLAGE OF NEW PALTZ CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,  
AND COLLECTION OF RECYCLABLES WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED  
FACILITIES

#### PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

County Waste - Ulster, LLC, 1927 Rte 9, Clifton Park, NY 12065

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

HUB International Midwest, 1411 Opus Place Suite 450, Downers Grove, IL

(Here insert full name and address of Surety)

60515

as Surety, a corporation organized and existing under the laws of the State of New York, hereinafter called Surety, are held and firmly bound unto the Village of New Paltz, NY 12561, as Oblige, hereinafter called the City/Village/Town, in the full and just sum of Five Million DOLLARS (\$5,000,000.00), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include

payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the VILLAGE , said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated \_\_\_\_\_, 20\_\_\_, with the Village entitled "CONTRACT AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said the CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of New York and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and skillful manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village 's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default. In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this 8<sup>th</sup> day of May, 2023

Attest/Witness:

County Waste - Ulster, LLC  
CONTRACTOR

By:   
Mike Doyle

By:

Title: District Manager

Attest/Witness:

SURETY

By: Dawn Palmieri

By: 

Title: Notary

Title:

DAWN M PALMIERI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PA6408752  
Qualified in Saratoga County  
Commission Expires September 08, 2024



## ATTACHMENT D: BIDDER'S PROPOSED SERVICE PLAN

1. Please detail the proposed daily collection schedule:

Our Plans to run one split body truck servicing this contract  
Five Days per week. Our Driver is Familiar with these routes as he  
services most them already.

2. Please detail your process for resolving missed collection complaints:

Customers will be provided with a customer service number.  
Once they call and report a miss pick up, our reps will provide  
them with the information as to which day that miss pick up  
will be completed.

3. Procedures for Termination/Reinstatement of Service. Please detail your procedures in terminating service to residents for nonpayment of rates and charges and in reinstating service following payment of past due amounts:

30 Days past due - will receive 2 or 3 phone calls

45 Days Past due - will receive a late Fee.

60 Days Past due - will receive more calls & notice of suspend service.

90 Days Past due - acct will go into Precollect, then 1 to 2 weeks after that into collections. IF paid in Full, service will continue.

4. Redundancy Plan: Please detail your plan for equipment failure or other unforeseen circumstances to ensure minimal impact to collection schedules:

County Waste has a Fleet of 41 trucks, if anything happens to our truck we have spare available, as well as other drivers that can come out to help complete the route.

5. Recycling: Please detail the recycling process for the consumer, including all materials that would be included in collection:

County Waste will provide a Welcome Package with all necessary information on trash and recycling Service. See sample attached.

Multiple horizontal lines for additional text.

6. Waste Stream/ Recycling Education: Please detail how you would educate residents on the correct materials to include in their recycling container:

County waste will provide a welcome package for any questions or concerns on recycling. Residents can also go to [www.earth911.com](http://www.earth911.com) for any questions on sorting or disposing of any material.

Multiple horizontal lines for additional text.


DATED this 8<sup>th</sup> day of May, 2023

Attest/Witness:

County Waste - Ulster, LLC

Bidder

By:

  
Mike Doyle

By:

Title: District Manager Title:

Subscribed and Sworn to Dawn Palmieri

My Commission Expires: 9/8/24 before me this 8<sup>th</sup> day of May,  
2023

[SEAL]

Dawn Palmieri  
Notary Public

DAWN M PALMIERI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PA6408752  
Qualified in Saratoga County  
Commission Expires September 08, 2024

# County Waste

## County Waste welcome's our customers to AUTOMATED REFUSE & RECYCLING COLLECTION

### WHAT IS AUTOMATED COLLECTION?

Automated collection is a unique system of residential refuse and recycling removal. Automated trucks are equipped with lifting mechanisms that easily empty specialized carts. Homes are provided with carts that are rolled to the end of the driveway the evening before collection day.

### NEAT, CLEAN & EASY!

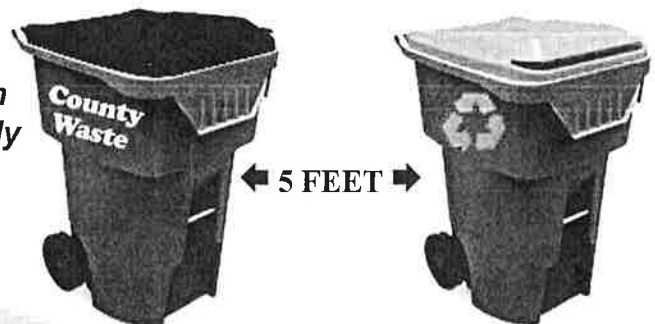
- The wheeled carts are easy to maneuver – no more lifting or dragging heavy cans!
- Clean and neat looking neighborhoods with uniform containers!
- No more animals knocking over cans or the wind blowing off lids!

### IMPORTANT!

*Please read the following:*

- Please use carts for this coming week's pick-up. Wheel carts to the end of your driveway and set approximately 5 feet from each other, as shown below. Carts should also have approximately 5 feet clearance from mailboxes, poles and lampposts. Be sure to place all refuse and recycling in specified containers.
- Additional charges may apply to any extra bags outside the refuse cart. Prices vary depending on the size of each bag.
- Additional charges also apply to any bulk items outside or near your refuse cart. Each charge varies depending on the item being picked up. Please do not put anything you do not wish to be picked up near your carts; for example, lawn chairs, portable basketball hoops, bicycles, etc. For pricing and scheduling of bulk items wished to be removed, please call our Customer Service Department.

*Place your recycling cart at least 5 feet away from your trash cart so our automated trucks may easily collect your trash and recycling.*



*Thank You for your cooperation and helping us keep recycling successful!*

# Keep Recycling Successful - Single Stream Recycling

## Acceptable Items:

**YES**

- White Envelopes
- Computer, Fax & Copy Paper
- Kraft Paper (brown grocery bags)
- Magazines & Catalogs
- Chipboard/Box Board
- White & Colored Ledger Paper
- Newspaper
- Notebook Paper
- Paper Egg Cartons
- Construction Paper
- Soft Covered Workbooks, Telephone & Paperback Books
- Junk Mail (incl. envelopes & Coupons)
- Cardboard

**YES**

- Juice Boxes
- Milk cartons
- Aluminum Cans
- Glass Bottles
- (green, clear, brown)
- Tin & Bi-Metallic Containers: (including Aerosol Cans)
- Aseptic Milk/Juice Cartons
- Aluminum Foil (pie plates, eg.)
- Plastic Containers ♻️ 1-7
- Frozen Food Cartons

Place acceptable items here



## Unacceptable Items:

- NO Trash, NO Diapers, NO Clothing, NO Styrofoam, NO Bags,
- NO Caps or Lids, NO Food, NO Compost, NO Yard Waste

**WRITTEN CONSENT OF  
THE SOLE MEMBER AND SOLE MANAGER OF THE BOARD OF MANAGERS OF  
COUNTY WASTE – ULSTER, LLC**

The undersigned, being the sole member and the sole manager of the Board of Managers of COUNTY WASTE - ULSTER, LLC, a New York limited liability company (the "Company"), consent to the following actions and adopt the following resolutions:

BE IT RESOLVED that Mike Doyle, District Manager of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Solid Waste and Recycling Franchise Agreement to the Town and Village of New Paltz, New York, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole member of the Company and sole manager of the Board of Managers of the Company, have duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: April 21, 2023

**SOLE MEMBER:**

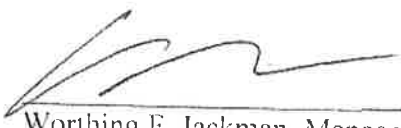
COUNTY WASTE AND RECYCLING SERVICE, INC.,  
a New York corporation

By: 

Name: Worthing F. Jackman

Its: President and Chief Executive Officer

**SOLE MANAGER OF THE BOARD OF  
MANAGERS:**

  
Worthing F. Jackman, Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	<b>CONTACT NAME:</b> Certificate Unit	
	<b>PHONE (A/C, No, Ext):</b> 404-781-1700	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> certificate@epicbrokers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> ACE American Insurance Company		22667
<b>INSURER B :</b> ACE Property & Casualty Insurance Company		20699
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1823526974 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72949882	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			ISA H25570832	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEU G27614620 008	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C68919939 (AOS)	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

County Waste - Ulster, LLC  
 465 Ross Ruland Extension  
 South Cairo NY 12482

AUTHORIZED REPRESENTATIVE

*Beinde M. Agui*

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