

**TOWN OF HAMBURG COLLECTION,  
HAULING AND PROCESSING OF  
MUNICIPAL SOLID WASTE,  
BULK WASTE and RECYCLABLES**

**BID DOCUMENTS**

**December 2, 2024**

## NOTICE TO BIDDERS

Notice is hereby provided that the Town of Hamburg outside the Village of Blasdell and the Village of Hamburg, herein referred to as "Town" issued a notice for sealed bids for the Collection, Hauling and Processing of Municipal Solid Waste, Bulk Waste and Recyclables from residential and other participating parcels within the Town.

Sealed proposals will be received until 11:00am on January 9, 2025 at the Office of the Town Clerk, Town of Hamburg, 6100 South Park Avenue, Hamburg, New York 14075, at which time the bids will be publicly opened and read.

The Bid Specifications will be on file at the Town Clerk's Office, 6100 South Park Avenue, Hamburg, New York, and may be obtained there between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. The Town will accept written comments and questions until 5:00 pm on January 2, 2025 and will answer questions via an addenda to the extent the Town deems necessary.

The sealed proposals will require a Bid Security in an amount not less than five (5%) percent of the amount of the highest alternate bid total price and failure to submit same shall be cause for rejection.

The contract for Bid Option 1 shall be for a period of three (3) years, with renewal for up to two additional three-year periods upon mutual agreement, under the same terms and conditions. The contract for Bid Option 2 shall be for a period of five (5) years, with renewal for one additional five-year period upon mutual agreement, under the same terms and conditions. The contract for Bid Option 3 shall be for a period of one (1) year, with renewal for up to five additional one-year periods upon mutual agreement, under the same terms and conditions. Additionally, the Town may desire the contract to include the additional services described in Bid Alternates 1, 2 and 3 (sections 5.9, 5.10 and 5.11, respectively).

The Town reserves the right to reject or accept any and all bids for any reason. If an award is made, it will be to the lowest responsible bidder for the Bid Option and Bid Alternate(s) selected by the Town. The Town reserves the right to waive any informalities.

Each bid must be submitted in a sealed envelope addressed to the Town with the bid bond or other security, certification of compliance with the Iranian Divestment Act and the Non-Collusive Bidding Certificate enclosed. On the outside of the envelope, it must be clearly noted "Bid for Collection, Hauling and Processing of Municipal Solid Waste, Bulk Waste and Recyclables" and must indicate the name, address and phone number of the bidder. Proposals not meeting the above format may be rejected.

Dated: December 2, 2024

## **TENTATIVE SCHEDULE**

The tentative schedule for this solicitation of bids is included in the following timeline. The Town reserves the right to modify this schedule with no notification. All other addendums and changes to this project will be sent via electronic mail to all prospective bidders that have provided contact information.

### **Proposed Date**

### **Action**

December 13, 2024

Bid published and made available

January 2, 2025 (5:00 pm)

Last day to submit questions

January 9, 2025 (11:00 am)

Sealed proposals due/opened

January 9, 2025

Sealed proposals evaluated

June 1, 2025

Commence contract (estimated)

July 1, 2025

First Day of Service (estimated)

Dated: December 2, 2024

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## 1.0 DEFINITIONS

**Bidder-** An entity that specializes in residential waste removal, sanitation for residential, commercial, industrial and municipal customers and recycling hauling and processing, that meets the conditions of this bid.

**Bulk Solid Waste-** Large/Bulk items shall consist of refuse which is too large or too heavy to place inside a 65-gallon or 95-gallon issued Refuse Cart but can be managed by two (2) Contractor employees. The term includes discarded small household furniture, bedding and mattresses (a mattress and box spring count as one item), hot-water tanks, and carpet (three [3] rolls, each no larger than 4ft long and 18 inches wide is one item). This will also include "White Goods" such as refrigerators/freezers, hot water tanks, dishwashers, stoves, washer/dryers and other large metal residential appliances. The Contractor is not required to collect refrigerant containing devices unless the refrigerant has been removed. This term DOES NOT include air-conditioners, covered electronic equipment (CEE) microwave-emitting equipment, microwave ovens and regulated material.

**Commencement Date-** is estimated to be June 1, 2025. The first day of collection service is estimated to be July 1, 2025 due to normal schedule of collection per calendar.

**Commingled Recyclables-** mixed recyclable materials separated from municipal solid waste at the point of generation.

**Town or Owner-** Shall mean the Town of Hamburg.

**Bidder or Contractor-** the successful bidder that enters into a contract to provide services pursuant to this bid.

**Curbside Collection-** collection at individual households or commercial buildings by municipal or private haulers, for subsequent transport to management facility.

**Facility-** the structures, land, and other improvements on the land, used for treating, sorting, or disposing of waste. A facility may consist of several treatment, storage, or disposal operational units.

**Hazardous Materials-** A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical, or infectious characteristics, may cause or presents a significant threat to human health and/or the environment when improperly treated, stored, transported, disposed or otherwise managed. From a regulatory standpoint hazardous waste is defined on a basis of regulations in the Resource Conservation and Recovery Act administered by the USEPA.

**Issued Container-** A roll-away (wheeled) refuse cart issued by the Town to property owners or their representatives, capable of semi-automated and/or automated refuse collection, for the sole purpose of storage, collection and disposal of source-separated solid waste. Such containers shall, at all times, remain the property of the Town of Hamburg.

**Materials Recovery Facility (MRF)**- a New York State Department of Environmental Conservation permitted facility that processes recyclables collected curbside.

**Parcel**- a single address or location that may have a single family, double family, triple family, or four family residency that requires collection of solid waste and recyclables.

**Recyclables** - For the purpose of this contract, "recyclables" include:

**A. Paper**

- a. Newsprint, Newspapers, news advertisements, advertisements, supplements, comics and enclosures,
- b. Corrugated boxes, cardboard, cartons and similar corrugated materials,
- c. Other recyclable papers,
- d. Paperback books,
- e. Junk Mail
- f. Box Boards such as cereal and shoe boxes,
- g. Phone books,
- h. Magazines and Catalogues

**B. Glass**

- a. Clear, Brown, Green Glass and Glass bottles or types of containers. Excludes dishes, crockery, ceramics, window glass, and safety glass or Pyrex type glass unless stipulated by hauler.

**C. Household Metal**

- a. Food and Beverage containers
- b. Aluminum food grade products

**D. Household Plastic**

- a. Plastics #1 and #2, small and screw top containers
- b. Specified Mixed Plastics #3-#7

**E. Other**

- a. Other items as specified by contractor

**Recycling**- separating and processing a given waste material from the waste stream for reuse or processing so as to be suitable for use as a raw material for manufacturing.

**Recycling Container**- A roll-away cart for use by waste generators within the Town that is readily identifiable by a hauler as a container for recyclable materials. Containers [will be][have been previously] supplied and shall be used exclusively for the storage and collection of recyclables pursuant to the community offered/provided recycling program, and such containers shall, at all times, remain the property of the respective community.

**Refuse (used interchangeably with "solid waste")**- solid waste generated at residences means garbage, refuse or other waste, and other material resulting from residential dwellings or establishments and existing public areas which are not defined as Recyclables.

Excluded from the definition of refuse are the following: any radioactive, volatile, highly flammable, explosive, toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this contract. Notwithstanding the foregoing, it is reasonable to expect that there is a chance of accidental mixing of such waste with the normal refuse stream. The Contractor must be prepared to deal with such situations.

**Refuse Cart-** See Issued Container

**Residential User-** A person who owns or occupies an improved parcel of land in the Town of Hamburg outside the Village of Blasdell and the Village of Hamburg which is designed for or occupied by a residential use with four or fewer dwelling units.

**Single Stream Recycling-** a system in which all paper fibers and containers (glass, plastic, aluminum) are mixed together in the same receptacle for recycling.

## **2.0 PROJECT BACKGROUND**

The Town of Hamburg is requesting pricing per this request for Collection, Hauling and Processing of Municipal Solid Waste, Bulk Waste and Recyclables for Town of Hamburg Refuse participants, which includes owners of an improved parcel of land in the Town of Hamburg outside the Village of Blasdel and the Village of Hamburg which is designed for or occupied by a residential use with four or fewer dwelling units; and does not include owners of vacant land, condominiums, townhomes, or non-residential property.

Currently, there are approximately 23,000 parcels in the Town of Hamburg outside the Village of Blasdel and the Village of Hamburg.

### **2.1 Current Refuse and Recycling Collection Operations**

Currently, the Town does not provide refuse and recycling collection in the Town. Such services are provided by direct contract between residents and various refuse and recycling vendors.

Appendix A and B are reserved for electronic files or other data about the Town pertaining to the Collection, Hauling and Processing of Municipal Solid Waste, Bulk Waste and Recyclables.

## **3.0 INFORMATION TO BIDDERS**

### **3.1 Receipt and Opening of Bids**

Pursuant to the "Notice for Sealed Bids," sealed proposals for performing the work will be received by the Town of Hamburg Town Clerk. At the place and time set forth in said notice, they will be publicly opened as soon as thereafter practicable, at which time Bidders may be present in person or by representative. Bids received after the time set forth in said notice will be returned unopened.

### **3.2 Printed Form for Proposals**

All proposals must be made upon the blank forms of proposal attached hereto. All proposals should give the lump sum price or unit price for the work, and must be signed by the bidder in accordance with the directions in the proposal.

In order to insure consideration, the proposal should be enclosed in a sealed envelope. On the outside of the envelope it must be clearly noted "Bid for Collection, Hauling and Processing of Municipal Solid Waste, Bulk Waste and Recyclables" and must indicate the name, address and phone number of the bidder.

### **3.3 Acceptance or Rejection of Proposals**

Bids shall be held open for [90] days from opening, and may not be withdrawn within that time for any reason.

The Town reserves the right to reject or accept any and all Bids for any reason. The Town reserves the right to withdraw this Bid at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. If there is any disagreement or discrepancy between this Bid and any supplemental or amendment, the most recent supplement shall govern.



The Town shall accept all responses that are submitted properly but reserves the right to accept or reject in whole or in part any or all of the proposals submitted. The Town may reject the proposal of any bidder that is determined to be non-responsive. However, the Town reserves the right to request clarification or corrections to proposals. The unreasonable failure of a bidder to promptly supply information in connection with such a request may be grounds for a determination of nonresponsiveness.

### **3.4 Performance Bond**

The Contractor shall, at the time of signing the contract as designated in 3.7 below, furnish a Performance Bond in a penal sum equal to the amount of the Contract based on bid price for each year conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract documents. Such bond shall be executed by the Contractor and a Corporate Bonding Company licensed to transact such business in the State of New York. The expense of the Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, within ten (10) days after such event, substituted an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Hamburg.

### **3.5 Bid Security**

Security required shall be submitted with the proposal in an amount not less than five (5%) percent of the amount of the highest alternate bid total price and failure to submit same shall be cause for rejection. The bidder, at his option shall furnish a bid bond, postal money order, certified check or cashier's check which shall be payable to the Town. Security deposited by unsuccessful bidders will be returned as soon as practicable after the award of bid to the successful bidder.

### **3.6 Determination of the Lowest Qualified Bidder**

The lowest bid rates will be determined by the sum of the contract term for the option selected by Town, plus any Bid Alternates selected by the Town, provided by the Contractor in Appendix D. The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

### **3.7 Security for Faithful Performance; Contract; Insurance**

- A. The bidder to whom award is made shall enter into a written contract with the Town within thirty (30) calendar days of the notice of award.
- B. Performance and payment bonds, with duly authorized sureties satisfactory to the Town shall be furnished by the successful bidder at the time of the signing of the formal

contract. The performance bond shall be in an amount at least equal to one hundred (100%) percent of the annual contract price to guarantee the terms of the contract.

- C. The successful bidder as contractor shall receive and maintain such insurance policies as set forth in Section 4.1.

### **3.8 Fair Proposals; Certificate of Non-Collusion**

- A. Bidders are notified that in submitting their responses it is understood that they hereby declare that all persons interested as principal, or principals, in this bid or proposal submitted by the contractor for this work are named therein and that the proposal is fair in all respects; that it was prepared without collusion or fraud and that no person in the employ of the Owner was or shall be interested in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.
- B. A signed non-collusion certificate included as Appendix F must be submitted with the bid.

### **3.9 Responsibility**

Bidders must be skilled and experienced in the class of work proposed and shall be required to furnish evidence of financial ability and of similar work satisfactorily completed. They shall also be required to show evidence of sufficient machinery and equipment to do the work called for in these specifications within the specified time. Such information shall be presented with the bid (Appendix H). Failure to supply such information as requested shall be considered sufficient grounds to reject the bid.

Bidders shall list the name and address of the New York State disposal and recycling processing facilities used in conjunction with this contract. In the event the Contractor seeks to add or substitute new solid waste management facility(ies) for disposal and/or recycling, the Contractor will give notice to the Town. The Contractor will include copies of all required regulatory approvals for the new or substitute facility. The Contractor shall incur all fees and extra handling costs if the new or substitute facility is located farther away from the Town.

The contractor agrees to provide sufficient resources (manpower and equipment) to complete the work required under this Contract, and further agrees to have reserve equipment available.

The Bidder shall exercise caution at all times for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Bidder. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this contract and the equipment used therein.

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

### **3.10 Current Refuse Collection Schedule and Routes**

Bidders should visit the area covered by the contract to ascertain by inspection pertinent local conditions. Each bidder must inform himself fully of the conditions relating to the work to be performed and employment of labor thereof. The Contractor is responsible for reviewing and following the existing collection schedules or establishing a collection schedule subject to approval by the Town, which shall remain consistent throughout the life of the contract. The Contractor is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the Town after 30 days notice given by the Contractor by publishing in the local newspaper and delivering of a handbill to each resident from which collection of materials is required hereunder, all at the expense of the contractor.

### **3.11 Explanation to Bidders**

Any explanation regarding the meaning or interpretation of contract specifications, or other contract documents must be requested in writing, via e-mail, by 5:00 EST on January 2, 2025, to Councilman Daniel Kozub, email address: dkozub@townofhamburgny.gov. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

### **3.12 Subcontract**

The Bidder shall not be permitted to subcontract any part or all the work to be performed hereunder without first obtaining in writing from the Town approval of the subcontract or subcontractors, methods and equipment.

### **3.13 Complaints**

The Bidder acknowledges that this is a service type contract with the Town, and that the customers are not parties to this contract. Contractor agrees, however, to receive requests for service, suggestions, and complaints directly from customers and use all facilities of the Contractor to meet, satisfy and comply with customer complaints in accordance with the terms of this agreement.

### **3.14 Service Payment**

The Town shall pay the Bidder monthly based on the total number of participating parcels each month for the Collection and Hauling of Municipal Solid Waste, Bulk Waste and Recyclable Collection, Hauling, Processing and performed for the previous month, plus additional options elected.

### **3.15 Reports and Records**

The contractor shall provide monthly records documenting the weight of each truck load delivered. Monthly records, at a minimum, must include the time, date, truck number, and net weight of each truck load delivered, daily tonnage report, separate monthly summaries of total refuse and total recyclables delivered (tons) and number of residential recycling stops. The report must be delivered

to the Town no later than the 7<sup>th</sup> day of the month following the month in which the tonnage was delivered. Reports shall be electronically submitted to the Town Clerk or other designee.

The Contractor shall provide quarterly reports within seven (7) calendar days after the end of each calendar quarter (April, July, October, January) documenting, but not limited to, scheduled operating days and changes in operations; maintenance summary; accident reports; and other records deemed appropriate by the Town. These reports are limited to the Town of Hamburg, only, and intended to assist Town staff with education and communication to residents concerning changes, such as, but not limited to, missed collections, staff changes, time of collection changes and maintenance issues.

The contractor shall provide the Town with all certifications verifying that the scale(s) meet accuracy required by applicable law.

### **3.16 Alternate/Back-Up Plan**

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

If due to inclement weather or any other unforeseen conditions, the Contractor fails to furnish the Collection of Refuse, Bulk Items and Recyclables on the days specified, the Contractor will proceed to complete the work hereafter, but in no event to exceed a period of 48 hours after the weather or unforeseen conditions ceases.

### **3.17 Operational Hours**

Collection shall take place between the hours of 7:00am and 5:00pm unless prior approval of the Town Supervisor is obtained.

### **3.18 Holidays**

On Holidays that fall on a weekday, collection of refuse shall be postponed for one day, with Friday's collection being picked up on Saturday.

### **3.19 List of Program Exemptions**

Each bidder shall submit a list of exemptions, if any.

### **3.20 Option to Renew**

The Town and successful bidder shall have the option to renew this agreement on the same terms and conditions for Option 1, for two (2) additional three-year periods, Option 2, for one (1) additional five-year period, and Option 3 for five (5) additional one-year periods, by mutual agreement. Said options shall be automatically exercised by the passage of time unless one party notifies the other party in writing not less than 190 days prior to the expiration of any contract period that it elects not to renew.

### **3.21 Value Added Contributions**

Contractor is encouraged to list any and all services not included as part of this bid, but related in nature that will provide a benefit to the community.

## **4.0 GENERAL PROPOSAL CONDITIONS**

The Town's point of contact for this proposal shall be Daniel Kozub, Councilman. Explanations to Bidders are governed by section 3.11 of this document.

### **4.1 Insurance and Certificate Requirements**

#### **Insurance and Certificate Requirements**

**GENERAL REQUIREMENTS:** Before commencing work, the Contractor shall furnish evidence such as a Certificate of Insurance, acceptable to the Town, that it has procured and will maintain, at its own expense, throughout the term of the contract and any extensions, insurance in the kinds and amounts hereinafter specified.

A separate Certificate of Insurance must be issued to the Town and must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required.
- Name the certificate holder as the Town of Hamburg.
- Name the Town, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for the General Liability, Auto Liability, Excess Liability, and Pollution Liability policies on a primary and non-contributory basis. Additional insured status must be listed in the caption or in the comments section of the certificate. Waiver of Subrogation: To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the Town.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- Insurance carriers must be admitted in the State of New York, unless an exception is approved.
- The Certificate of Insurance shall be submitted to the Town prior to commencement of work.
- The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. A copy of such endorsement(s) must be furnished to the Town.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to the Town:

**INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS**  
for  
**Contracted Services**

<u>Coverage and Documents</u>	<u>Limits</u>
A. General Liability (GL)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
B. Auto Liability	\$1,000,000 Combined Single Limit
C. Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate

Note: Excess Liability policies must cover over General Liability and Auto Liability.

D. Contractor's Pollution Liability	\$2,000,000 Each Claim \$2,000,000 Aggregate
D. Workers' Compensation and Employers Liability	Statutory Limits

*CE-200, C-105.2, or SI-12*

E. Disability Benefits	Statutory Limits
<i>CE-200, DB-120.1, DB-820/829 or DB-155 ]</i>	

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- a. Labor Law Section 22-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- b. Affirmative action as required by the Labor Law.
- c. Prevention of dust hazard required by Labor Law Section 222-a.

#### **4.2 Indemnification**

The Contractor agrees to defend and indemnify the Town of Hamburg, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description, including reasonable attorney's fees, resulting from or arising out of the work and/or service performed by the Contractor, or its sub-contractor, under this contract; provided, however, that Contractor shall not be required to indemnify the Town with respect to such risks to the extent

caused by the negligence or intentional misconduct of the Town or their contractors, over whom Contractor has no authority or control.

#### **4.3 Termination**

Unless otherwise provided by applicable statute, rule, or regulation, if:

- a. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- b. A receiver or liquidator is appointed for the Contractor or for any of (his/her/its) property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- c. The Contractor refuses or fails to perform the work or any part thereof with due diligence; or
- d. The Contractor refuses or fails to comply with all applicable laws or ordinances; or
- e. The Contractor violates of any provisions of the contract.

If any condition(s) outlined in a-e are met, the Town may terminate this agreement, and all liability of the Town under this agreement shall cease, and the Town shall be free to enter into arrangements or agreements with other contractors and/or to bring action on the performance bond(s).

#### **4.4 Regulatory Compliance**

Bidder, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Contractor with respect to Contractor's operations. Contractor, at its sole expense, shall obtain all governmental or other licenses or permits which may be required for the conduct of its business within the terms of its bid and contract. Contractor shall agree to indemnify and hold the Town harmless for any damages resulting from a violation of this provision in accordance with the indemnification provisions set forth within this document.

#### **4.5 Information Provided by the Town**

The Town makes no guarantee on any of the estimates contained in the Bid and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing units, anticipated participation, diversion and all conditions related to services provided. The contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data.

#### **4.6 Applicable Laws**

The contractor shall, at their own cost and expense, provide all manner of superintendence, insurance, taxes, permits/permit fees, labor, materials, apparatus, tools, machinery, disposal and recycling facilities, and whatever else may be required necessary to provide and complete the work in accordance with these documents and all applicable rules, regulations and laws.

This Bid Request and any corresponding Contract will be governed by and construed in accordance with the laws of the State of New York. The captions appearing in this Bids are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or interpretation of the Bid. No waiver by a party of any breach of any provision of the Final Bid and Contract will constitute a waiver of any other breach of that or any other provision of the same. In the event that any of the provisions contained in this Request and any corresponding Contract are held to be unenforceable such provisions will be narrowed (or deleted if necessary) to the minimum extent necessary to make them enforceable. In the event that dispute arises between the parties hereto, the parties consent to the exclusive jurisdiction of the Supreme Court of the State of New York located in Erie County, New York.

#### **4.7 Taxes**

The Contractor agrees to be responsible for the Contractor's own tax obligations accruing as a result of payments for services rendered under this Bid Request, as well as for the tax withholding obligations with respect to the Contractor's employees, if any. It is expressly understood and agreed by the Contractor that should the Town for some reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Contractor will reimburse and indemnify the Town for the same.



## **5.0 SPECIFIC PROPOSAL CONDITIONS**

The Contractor shall be responsible for the uninterrupted curbside collection of refuse and recyclables from all eligible participants. This contract will require service to all residential units (single, double, triple and quad unit dwellings). The maximum quantity of refuse carts per parcel is based upon the number of dwelling units and shall not exceed four (4). The Contractor, unless authorized by the Town, shall not offer for sale individually branded carts to residents during the duration of this contract.

### **5.1 Issued Containers/Refuse Carts**

The carts issued by the Contractor will be compatible with ANSI Z245.30 and ANSI Z245.60 for Type B and G containers. The carts will be capable of fully automated and/or semi-automated collection for the sole purpose of refuse/recycling storage and collection to participating parcels, and may be an injection or rotational molded, high/medium density polyethylene body and lid, durable plastic, two-wheel assemblies, a solid steel axle, and a lift bar. Replacement carts (due to loss, damage or otherwise) will be issued as necessary, at resident expense.

The Bidder, upon execution of a contract, shall specify instructions to Town participants for placement of refuse/recycling carts at the curbside consistent with collection methodologies. It will be the responsibility of the occupant of the residence/business to place the carts at the curbside for collection and to remove said carts from the curbside after collection is completed.

All emptied carts shall be placed between the sidewalk and the curb, and not on the sidewalk, road, or driveway, and in a manner that does not impede pedestrian or vehicular traffic. Contractors shall handle carts in a manner that prevents damage to the carts and to reduce noise. Throwing or tossing of carts shall not be allowed. The Contractor and Town will require residents to place only refuse/recycling in the provided carts and that the carts are to be used for only those materials designated.

### **5.2 Eligible Program Participants**

An electronic file consisting of the parcel locations and expected quantity of refuse carts is included as part of Appendix A.

### **5.3 Cost of Living Adjustment**

The contracts unit prices will be adjusted upwards or downwards annually, based upon the net percentage of change over the then most recent twelve (12) month period for which the index figures are available for the Consumer Price Index (CPI) for the US WST (Water, Sewer, Trash Collection) as published by the U.S. Department of Labor, Bureau of Labor Statistics, provided such adjustment will be capped and will not exceed a 3.5% adjustment in any year.

### **5.4 Occupancy Adjustments**

The contract shall also be adjusted monthly in accord with the changes in occupancy in the Town as determined by calculating Certificates of Occupancy issued by the Building Inspector and reduced for covered parcels, demolitions or removal from the Town provided service.

### 5.5 Education/Promotion and Outreach

The contractor shall work with the Town (or representatives thereof) to provide service-orientated information to residents. The contractor shall provide, via direct mail, an 8-1/2" x 11", two-color flyer containing high resolution images informing residents of the proper handling, use and care of refuse/recycling carts, as well as specifics of the refuse and recyclables collection program that includes a collection schedule, and a listing of acceptable materials no less than 15 calendar days prior to contract commencement. The contents of the insert must be approved by the Town.

The contractor shall provide another such insert every twelve months thereafter, via direct mail, and electronic versions shall be sent to the Town to post on their website and include in general community correspondence. The contractor shall also provide educational resources, in the form of downloadable electronic materials, related to recycling the proper acceptable materials, proper placement and other relative information.

### 5.6 Bid Option 1

The Town requests Contractors provide the following services to eligible parcels for an initial term of three (3) years with renewal for up to two additional three-year periods upon mutual agreement, under the same terms and conditions.

- a. Weekly collection of solid waste placed in wheeled refuse carts.
- b. One bi-monthly bulk item collection, maximum of four (4) bulk items placed at the curb.
- c. Every-other-week collection and processing of recyclables placed in wheeled carts. The Contractor shall also collect corrugated cardboard that is flattened and placed next to the recycling cart. Cardboard must be broken down, stacked and securely tied allowing the Contractor to place back into the recycling cart once initial contents are tipped, with minimal effort. Cardboard and other acceptable materials for recycling that are placed out on "off" recycling weeks or is set out in a manner that prohibits the driver from reloading into the recycling cart with minimal effort will be tagged and left behind.
  - i. Recyclables must be collected on the day specified for Refuse Collection.
  - ii. The Contractor shall receive and process all acceptable recyclables as delivered and assume full responsibility for the efficient and environmentally sound processing and marketing of the recyclables. The recyclable material will include, but not be limited to the list contained in Appendix C. As additional materials become feasible for curbside recycling, the Town will work with the Contractor to add these items to the program. Materials which no longer have viable markets will be removed from the menu as permitted by law. The bidder is required to list any exceptions or additions to the list of acceptable recyclables as part of the proposal.
  - iii. It shall be the contractor's responsibility to market the recyclables in a timely manner. All materials collected from Town units and deemed recyclable must be recycled. Under no circumstance shall source separated

recycling be collected in a dedicated refuse truck (split-body with clear markings is acceptable). A violation of this principle will subject the Contractor to possible default of the contract. Disposal of non-recyclable

items collected (recycling contaminants) which may be included in the recyclables, shall be the responsibility of the Contractor.

- iv. The Contractor should be prepared to warn residents of the presence of unacceptable items. The Town requests offenders receive a notice on their cart indicating the reason the cart was rejected. The Contractor shall notify the Town in a daily submittal list identified as "Notice of Uncollected Materials." This daily notice shall consist of a listing of address, type of materials uncollected and the basis for collection refusal. If the Contractor consistently identifies a property placing unacceptable items for recycling, they must contact the Town to assist.
- v. The Town requests first time offenders receive a notice on their cart and collection of acceptable items only. If the Contractor consistently identifies a property placing unacceptable items for recycling, they must contact the Town to assist.

d. Disposal of solid waste per ton.

e. The Contractor shall provide, at no additional cost, one 40-yard dumpster to the Town Highway Department (Lakeview Road) for the duration of the contract and any service extension periods. The dumpster shall be serviced by the contractor on an "as needed" basis.

**5.7 Bid Option 2:** The Town requests Contractors provide the services listed in Section 5.6 Bid Option 1, to eligible parcels, for an initial term of five (5) years with renewal for one additional five-year period upon mutual agreement, under the same terms and conditions

**5.8 Bid Option 3:** The Town requests Contractors provide the services listed in Section 5.6 Bid Option 1, to eligible parcels, for an initial term of one (1) year, with renewal for up to five additional one-year periods upon mutual agreement, under the same terms and conditions.

**5.9 Bid Alternate 1: Additional Cart Collection:** The Town intends to offer optional collection of an extra cart at any parcel that has less than four (one, two or three) dwelling units, and in such case the parcel will exceed the current cart assignment of one cart per dwelling unit. In a circumstance where a resident requires an additional cart, the Contractor will provide an additional cart and the Town will compensate the Contractor based on the fee established in this Option, which shall not exceed 30% of the total rate to provide weekly collection of refuse. The maximum allowable quantity of carts issued to a parcel is four (4). The Town may elect to add administration fees to defray the administrative expense for provision of this service, such administrative fees to be payable by the owner of the parcel receiving the additional cart, and the amount of such fees to be established at the sole discretion of the Town. The Town will individually accept or decline this option at the time of contract award. The Town will notify the Contractor of all service upgrades.

**5.10 Bid Alternate 2: Collection of Additionally Tagged/Stickered Items:** The Town, at its discretion, may offer residents collection of additionally Tagged/Stickered Items. Tagged/Stickered items must be contained in plastic bags which are waterproof, strong and securely tied, and do not exceed more than 40-lbs in weight (each). The Town will administer this program and charge residents a fee of \$2.00/sticker/tag, of which all revenue from the sale of tags/stickers revenue will be returned to the contractor.

The Contractor is expected to provide the tags available for purchase. Tags or Stickers must be easily fixed to the bags, waterproof, high visibility, and contain simple instructions for use. The Contractor and Town shall mutually agree to the design of the tag prior to purchase.

**5.11 Bid Alternate 3: Recycling Collection Alternate:** The Town recognizes that recycling commodity values fluctuate during the term of a municipal contract and that it may be in the best interest of the Towns to enter into an agreement that allows for sharing in responsibility or reward of fluctuating recycling markets. The Town has prepared a formula for Contractors to determine the net value of the recyclables collected. Contractors shall provide a revised rate outlined in 5.6 Bid Option 1(c) as Bid Alternate 3 that is based on the following:

- a. Town will pay a Year 1, per ton rate of \$95 to process the sum of recyclables collected from the Town each month. This rate will be subject to the same adjustments outline in Section 5.4.
- b. The monthly recycling stream composition is determined by multiplying the total monthly tonnage collected by the percent composition represented in the Recycling Alternate Model below.
- c. The monthly commodity value will be based upon the published secondary markets pricing, average monthly commodity value, "Regional Average Rate" published by Recycling Markets ([www.recyclingmarkets.net](http://www.recyclingmarkets.net)) for the Ontario / Western NY region for containers and glass and PPI Pulp & Paper Northeast/Buffalo Market for Mixed Paper (54) and OCC (11).
- d. The Town agrees to a set value of -\$10/ton for all glass collected. This value is not subject to rate increases outline in section 5.4.
- e. The sum of the monthly commodity value will be determined by the following formula:  $\text{= (Total Monthly Recycling * Commodity Composition) * Average Monthly Commodity Value}$  published for Ontario / Western NY region for the billing month.
- f. The aggregate sum of all commodities, less the processing fee, will equal the total credit issued to the municipality or paid to the Contractor in addition to the per parcel rate. The input model, with examples, is below.

Recycling Alternate Model			
Total Monthly Recycling 100.00 ^ 2024 Fixed Processing Expense (\$95.00)			
Commodities from Recycling Stream	Recycling Stream Commodity Composition (tons)*	Monthly average Commodity Value (\$)**	Monthly Commodity Value (\$)
OCC (Cardboard)	23.060%	\$115.00	\$2,651.90
Mixed Paper / MP	51.252%	\$110.00	\$5,637.72
Aluminum Beverage Containers (sorted/baled)	0.073%	\$1,540.00	\$112.42
Steel Cans (sorted / baled)	1.600%	\$190.00	\$304.00
PET Plastic (baled)	1.650%	\$171.25	\$282.56
HDPE NATURAL #2 (baled)	0.820%	\$950.00	\$779.00
COLORED HDPE #2 (baled)	0.890%	\$195.00	\$173.55
Commingled #3 - 7 (baled)	0.655%	\$40.00	\$26.20
3 Mixed Glass	15.000%	(\$10.00)	(\$150.00)
Residual	5.000%	no value paid	\$0.00
^^ SUM OF MONTHLY COMMODITY VALUE			\$9,817.35
FACILITY PROCESSING FEE			(\$9,500.00)
CUSTOMER (Charge or Credit) PER MONTH			\$317.35
CUSTOMER (Charge or Credit) PER TON			\$3.17

^ 100 ton value input for reference and demonstration.

\* Fixed commodities composition of Town of Lockport recycling stream

\*\* Demonstration of 100 ton reference value to demonstrate how the commodity value is determined based on fixed composition and Average Monthly commodity values. Values derived from Recycling Markets rates published in August 2022.

^^The values entered are for demonstration purposes only.

#### 5.12 Method of Bid Award

The Town may select any bid option and bid alternate(s) it desires. The Town will award a contract to the lowest responsible bidder on the base bid option selected plus the bid alternate(s) selected, and include the base bid option and bid alternate(s) selected in its individual contract with the successful bidder.

**APPENDIX A:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

[Reserved for electronic files]

**APPENDIX B:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

[Reserved]

**APPENDIX C:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**



## **RECYCLABLE ITEM LIST**

For the purpose of this contract, "recyclables" include:

### **A. Paper**

- a. Newsprint, Newspapers, news advertisements, advertisements, supplements, comics and enclosures,
- b. Corrugated boxes, cardboard, cartons and similar corrugated materials,
- c. Other recyclable papers,
- d. Paperback books,
- e. Junk Mail
- f. Box Boards such as cereal and shoe boxes,
- g. Phone books,
- h. Magazines and Catalogues

### **B. Glass**

- a. Clear, Brown, Green Glass and Glass bottles or types of containers. Excludes dishes, crockery, ceramics, window glass, and safety glass or Pyrex type glass unless stipulated by hauler.

### **C. Household Metal**

- a. Food and Beverage containers
- b. Aluminum food grade products

### **D. Household Plastic**

- a. Plastics #1 and #2, small and screw top containers
- b. Specified Mixed Plastics #3-#7

### **E. Other**

- a. Please list additionally accepted materials.

**APPENDIX D:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

3- year

OPTION 1		YEAR 1
		XX/XX/25 - XX/XX/26
Text Section/Title	Notes	
Residential Refuse Collection Rate per Parcel	Unit rate for Weekly Refuse Collection from approximately 23,000 residential and mixed use parcels in Town. One bi-monthly bulk item collection, maximum 4 items per parcel.	A \$104.64
Residential Recycling Collection and Processing	Unit Rate for every-other-week recycling collection from approximately 23,000 residential and mixed use parcels in Town.	B \$70.92
Disposal rate of all Collected Solid Waste	Per ton disposal rate for approximately ____ tons of solid waste per year.	C \$58.50
	Multiply Line C by 1.1	D \$64.35
		Sum of Parcel Rates in Year 1 = (A + B + D) \$239.91

FORM SHALL BE RETURNED WITH PROPOSAL

5 - year

<b>OPTION 2</b>		<b>YEAR 1</b> <b>XX/XX/25</b> <b>XX/XX/26</b>	
<b>Residential Refuse Collection Rate per Parcel</b>	<i>Unit rate for Weekly Refuse Collection from approximately 23,000 residential and mixed use parcels in Town. One bi-monthly bulk item collection, maximum 4 items per parcel.</i>	\$100.80	<b>A</b>
<b>Residential Recycling Collection and Processing</b>	<i>Unit Rate for every-other-week recycling collection from approximately 23,000 residential and mixed use parcels in Town.</i>	\$68.88	<b>B</b>
<b>Disposal rate of all Collected Solid Waste</b>	<i>Per ton disposal rate for approximately _____ tons of solid waste per year.</i>	\$58.50	<b>C</b>
	<i>Multiply Line C by 1.1</i>	\$64.35	<b>D</b>
		\$234.03	<b>Sum of Parcel Rates = (A + B + D)</b>

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<b>OPTION 3:</b>		<b>YEAR 1</b>
		<b>XX/XX/25 - XX/XX/26</b>
<b>Text Section/Title</b>	<b>Notes</b>	
<b>Residential Refuse Collection Rate per Parcel</b>	<i>Unit rate for Weekly Refuse Collection from approximately 23,000 residential and mixed-use parcels in Town. One bi-monthly bulk item collection, maximum 4 items.</i>	<b>No Bid</b> <b>A</b>
<b>Residential Recycling Collection and Processing</b>	<i>Unit Rate for every-other-week recycling collection from approximately 23,000 residential and mixed-use parcels in Town.</i>	<b>No Bid</b> <b>B</b>
<b>Disposal rate of all Collected Solid Waste</b>	<i>Per ton Disposal rate for approximately _____ tons of solid waste per year.</i>	<b>No Bid</b> <b>C</b>
	<i>Multiply Line C by 1.1</i>	<b>No Bid</b> <b>D</b>
		<b>Sum of Parcel Rates in Year 1 = (A + B + D)</b>

**FORM SHALL BE RETURNED WITH PROPOSAL**

## BID ALTERNATES

		YEAR 1 01/01/25 01/01/26	
1. Rate to collect an additional Refuse Cart at stop	Annual Unit Rate to include collection of one additional cart (no property can exceed total Refuse Collection carts). Rate cannot exceed 30% of weekly collection rate.		\$30.24
2. Annual rate to Collect additionally tagged items placed adjacent to Refuse Carts	Tagged/Stickered items must be contained in plastic bags which are waterproof, strong and securely tied, and do not exceed more than 40-lbs in weight (each).		Accept OR Reject
2a. Rate to provide 1,000 tags/stickers for the duration of first contract term	Rate includes design, printing and shipping to Town.		Included
3. Recycling Collection Alternate	Unit Rate for every-other-week recycling collection from 22,000 residential and mixed-use parcels in Town with acceptance of market based credits or charges formula per the "Recycling Alternate Model" on Page 20.	\$73.32	

FORM SHALL BE RETURNED WITH PROPOSAL

Note: Sum of Parcel Rates and Bid Sum will be used to award bids. The actual amount paid to the Contractor from the Town will be calculated according to the following formula for each month:

$$= [\text{Number of Parcels} * (\text{Monthly rate for Refuse Collection} + \text{Monthly Rate for Recycling Collection})] + (\text{Tons Collected} * \text{Disposal Rate}) + (\text{Options selected} * \text{Parcels})$$

## **APPENDIX E:**

# **TOWN OF HAMBURG COLLECTION, HAULING AND PROCESSING OF MUNICIPAL SOLID WASTE, BULK WASTE AND RECYCLABLES**

## **Non-Discrimination; Affirmative Action Policy**

The Town of Hamburg, herein after referred to as ("The Town"), shall include all of the following paragraphs, (a) through (e), with respect to the performance of its agreement, in every agreement it enters into for work or services, in such a manner that such provision shall be binding upon all parties with whom such agreements are entered into:

- a. The Town shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability or marital status including, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other form of compensation, selection for training or retraining, including apprenticeship and on-the-job training.

The Town shall not discriminate in the selection of any consultant on the basis of the owners', partners', or shareholders' race, color, creed, national origin, sex, age, disability or marital status.

- b. The Town shall request each employment agency, labor union, consultant, and authorized representative or workers, with which it has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union, consultant, or representative shall not discriminate because of race, creed, color, national origin, ancestry, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Town's obligations hereunder.
- c. The Town shall state in all solicitations or advertisement for employees placed by or on behalf of the Bidder that all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, ancestry, sex, age, disability or marital status.
- d. The Town shall comply with the applicable provisions of the Civil Rights Law of the State, and the Executive Law of the State of New York.
- e. The Town shall take such action in enforcing the foregoing provisions as is provided by law.

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS DEFINITIONS**

For the purpose of this Section, the following terms shall have the meanings set forth below:

**"Minority" group members or "minorities"** shall mean a United States Citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: 1. Black persons having origins in any of the black African racial groups;



2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or Southern America of either Native American or Latin American origin, regardless of race;
3. Asian and Pacific Islander persons having origins in any of the Far East Countries or Southeast Asia or the Pacific Islands;
4. Asian-Indian Subcontinent: Persons having origins from the Indian subcontinent;
5. Native American or Alaskan Native persons having origins in any of the original peoples of North America.

**"Minority-Owned Business Enterprises" or "MBE"** shall mean any business enterprise, including a sole proprietorship, partnership or corporation that is: at least fifty-one percent (51%) owned by citizens or permanent resident aliens who meets membership criteria in a minority group referenced above, and in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and which is authorized to do business in New York State and is independently owned and operated.

**APPENDIX F:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

# STATEMENT OF NON-COLLUSION

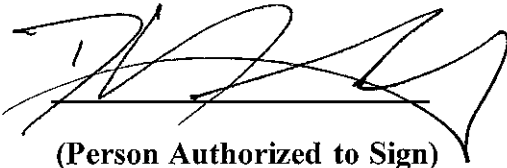
(Required by Article 5(a) of the General Municipal Law) By

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

- (1) The price in this bid has been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such price with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the price which has been quoted in this bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that:

- A. He has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder, as well as to the person signing in its behalf; and
- B. That attached hereto (if a Corporate Bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory on this bid or proposal on behalf of the Corporate Bidder.



(Person Authorized to Sign)

**Derek Veenhof, CEO**

**FORM SHALL BE RETURNED WITH PROPOSAL**

**APPENDIX G:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

## **Certification of Compliance with the Iran Divestment Act**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-A and the New York General Municipal Law Section 103-G, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-A(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

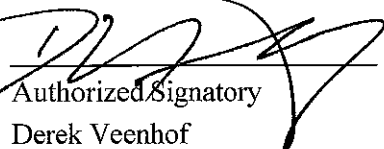
By submitting a bid in response to solicitation or by assuming the responsibility of a contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor, and any Assignee or Subcontractor and, in the case of a joint bid, each party thereto certifies, under penalties of perjury, that once the prohibited entities list is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any Subcontractor or Assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-A(3)(b).

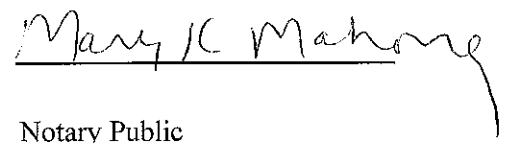
Additionally, a Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a contract or assume the responsibility of a contract awarded in response to this solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within (ninety) 90 days after the determination of such violation, then the Town shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Derek Veenhof, being duly sworn, deposes and says that ~~he/she~~ is the CEO of Modern Disposal Services, Inc., the corporation, and that neither the Bidder nor Contractor nor any proposed Subcontractor is identified on the Prohibited Entities List.

  
Authorized Signatory  
Derek Veenhof

  
Notary Public

**FORM SHALL BE RETURNED WITH PROPOSAL**

**MARY K. MAHONEY**  
No. 01MA6331133  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 10/05/20 27

36 | Page Refuse and Recycling  
Collection Bid  
Town of Hamburg

**APPENDIX H:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**

Vehicle List							
Refuse/ Recycling	Make	Model	Year	Truck Number	Tare Weight	Volumetric Capacity	Other
Refuse	Peterbilt	520	2024	2965	37760		
Refuse	Peterbilt	520	2024	2961	37760		
Refuse	Peterbilt	520	2023	2893	39300		
Refuse	Peterbilt	520	2024	2963	37760		
Recycle	Peterbilt	520	2023	2897	39300		
Recycle	Peterbilt	520	2024	2959	37760		
Both	Peterbilt	Rear	2019	2665	45380		
Both	Peterbilt	Rear	2019	2666	45380		

List of Waste Disposal Locations (Name and Location)
1. Modern Blasdel – 3675 Jeffrey Boulevard, Blasdel, NY 14219
2. Modern Landfill – 1445 Pletcher Road, Lewiston, NY 14107
3.
4.

List of Recycling Processing Locations (Name and Location)
1. Buffalo Recycling Enterprises – 266 Hopkins, Buffalo, NY 14220
2.
3.
4.

FORM SHALL BE RETURNED WITH PROPOSAL

**APPENDIX I:  
TOWN OF HAMBURG COLLECTION, HAULING AND  
PROCESSING OF  
MUNICIPAL SOLID WASTE,  
BULK WASTE and RECYCLABLES**



## CONTRACT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the  
Town of Hamburg, hereinafter called "Owner" and \_\_\_\_\_, hereinafter called  
"Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter  
set forth:

1. The "Contractor" will commence the work as set out in the Bid Documents.
2. The "Contractor" will furnish all of the equipment, labor and other services necessary  
for collection, hauling, processing and disposal of solid waste, bulk waste and  
recyclables, and marketing as described in the Bid Documents.
3. The "Contractor" agrees to perform all the duties as described in the Bid Documents,  
a copy of which is annexed hereto and made a part hereof, and comply with the terms  
therein for the consideration quoted on the attached Proposal.
4. The term "Bid Documents" shall include: Information to Bidders, Specifications with  
all appendix and attachments, all issued Addenda, Bidder's Proposal, and all portions  
of the Bid Documents which are annexed hereto.
5. The "Owner" will pay to the Contractor in the manner and at such times as set forth in  
the Specification, such amounts as required by the Bid Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs,  
executors, administrators, successors and assigns.

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

TOWN OF HAMBURG

CONTRACTOR

By: \_\_\_\_\_, Supervisor

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX J:**  
**TOWN OF HAMBURG COLLECTION, HAULING AND**  
**PROCESSING OF**  
**MUNICIPAL SOLID WASTE,**  
**BULK WASTE and RECYCLABLES**