



# CITY OF GLOVERSVILLE

3 Frontage Road  
Gloversville, New York 12078  
(518) 773-4542

**PROVIDE RESIDENTIAL SOLID WASTE COLLECTION  
SERVICES TO THE CITY OF GLOVERSVILLE**

## **BID PACKET**

**BID SPECIFICATIONS AND BID FORMS  
GLOVERSVILLE RESIDENTIAL SOLID WASTE  
COLLECTION SERVICES**

**February 12, 2025**

**BIDS ARE DUE ON OR BEFORE:  
MARCH 13, 2025 @ 10:00 a.m.**

CITY OF GLOVERSVILLE  
NOTICE TO BIDDERS  
COUNTY OF FULTON  
STATE OF NEW YORK

PLEASE TAKE NOTICE that sealed bids will be received at the Office of the undersigned City Clerk of the City of Gloversville at the City Hall, 3 Frontage Road, Gloversville, New York 12078 up to March 13, 2025 at 10:00 a.m. in the City Clerk's Office in the aforesaid City Hall to hire an independent qualified contractor to

## **PROVIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICES TO THE CITY OF GLOVERSVILLE**

**City is desirous to contract with an independent contractor for residential solid waste collection services.**

**The City of Gloversville may award bid items at its discretion.**

**The scope of work to be performed consists of the contractor furnishing all labor and materials, equipment, and services necessary for residential solid waste collection.**

**Please note and complete the annual contract renewal option form in addition to the base bid form.**

Prospective bidders may obtain copies of specifications and bid forms at the office of the City Clerk in City Hall, Gloversville, New York, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. All bids should be plainly marked **GLOVERSVILLE SOLID WASTE COLLECTION SERVICES** on the outside of the envelope. All bids should be returned intact either personally to the City Clerk and receipt obtained or by registered or certified mail with return receipt requested.

All bids will be publicly opened and read aloud at 10:05 a.m. in the City Clerk's Office of the City of Gloversville in the aforesaid City Hall on March 13, 2025, by the City Clerk, Director of Public Works, and Commissioner of Finance.

Attention of bidders is called to the fact that the Contract includes acceptance of non-collusive bidding certificate and an immunity waiver as required by Sections 103-A and 103-B of the General Municipal Law of New York State.

The City of Gloversville reserves the right to reject any and all bids for no stated reason and to waive any formalities or technicalities. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carriers is at the bidder's risk. Late bids will not be considered.

Any questions on the bid specifications should be directed to the Gloversville Director of Public Works Deanna Hitchcock at (518) 773-4556.

Jennifer Mazur  
Gloversville City Clerk  
(518) 773-4542

## **NON-COLLUSIVE BIDDING CERTIFICATION**

The following statement must be subscribed by the bidder and is affirmed by the bidder under penalties of perjury.

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

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

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

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

## WAIVER OF IMMUNITY

The contractor and/or bidder hereby agrees that, in accordance with Section 103(a) of the General Municipal Law of the State of New York, that when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, he will sign a waiver of immunity against subsequent criminal prosecution and will answer any relevant question concerning such transaction or contract.

In the event of non-compliance with this provision, this contract may be canceled or terminated without incurring any penalty or damages on account of such cancellation or termination, but any money owed by the Owner for goods delivered or work done prior to the cancellation or termination shall be paid.

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

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

State of New York    )  
County of \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York  
County of \_\_\_\_\_  
My Comm. Exp. \_\_\_\_\_

# BASE BID FORM

We, \_\_\_\_\_ hereby agree to provide to the City of Gloversville, a Municipal Corporation, the following Residential Solid Waste Collection Services.

Cart Size	Households	Unit Price per month - Weekly collection	Item Total
	4,460		

**BIDS** – Are for a 12-month period beginning May 1, 2025 and expiring on April 30, 2026. Note the annual bid renewal options that follow.

**NOTE:** Unit price is cost per individual household. BID Item total is the unit or household price times the approximate total number of households to be serviced.

FIRM NAME:			
ADDRESS:			
PHONE:		FAX:	
FEDERAL OR TAX ID #:			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:			
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:			

# **BID RENEWAL OPTION**

**Pursuant to all provisions, services and specifications set forth within the bid, the City of Gloversville shall have the sole option to extend the contract period for one-year increments for a total accumulative period of three (3) additional years. This option shall apply to ALL the services quoted herein.**

**If the annual renewal options are exercised, the contractor shall charge the city the same price as quoted herein except as modified on the BID RENEWAL OPTION FORM.**

**The renewal option shall be executed at the same price(s) quoted herein subject to a maximum percentage increase of ONE (1) PERCENT in first bid renewal and a maximum of TWO (2) PERCENT in the second and third annual renewal option period.**

# **BID RENEWAL OPTION**

	Unit Price Per Month	Item total	Percentage Increase or Decrease
May 1, 2026 - April 30, 2027			
May 1, 2027 - April 30, 2028			
May 1, 2028 - April 30, 2029			

# **BID FORM – REFERENCES**

The Contractor must provide proof of performance of residential solid waste collection services of at least two (2) municipalities or communities. The Contractor may be disqualified if they cannot provide this proof of experience for said project.

## **Contact 1:**

Name of City, Town or Community: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **Contact 2:**

Name of City, Town or Community: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# **SPECIFICATIONS TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICES TO THE CITY OF GLOVERSVILLE**

## **1.0 INTENT**

It is the intent of these specifications to provide residential solid waste collection services to the City of Gloversville.

In comparing bids, consideration will not be confined to price only. The successful bidder will be one whose products and services are judged to best serve the interests of the City when standardization, price, product, quality, and desired services are considered. The City of Gloversville reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of these specifications.

## **2.0 SCHEDULE**

- February 12, 2025 – Advertise for Bids
- March 13, 2025 – 10:00 a.m. Bids Due
- March 13, 2025 – 10:05 a.m. Bid Opening
- March 25, 2025 – Common Council Meeting – Bid Discussion and Consideration
- May 1, 2025 – Contract Begins

## **3.0 INTERPRETATIONS**

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Director of Public Works. Based upon such inquiry, the City may choose to issue an Addendum.

## **4.0 GENERAL**

The specifications herein state the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Gloversville will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specifications, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specifications.

It shall be the bidder's responsibility to carefully examine each item of the specifications. Failure to offer a completed bid or failure to respond to each section of the technical specifications will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specifications will be cause for rejection.

## **5.0 BID SPECIFICATIONS:**

Set forth below are the City of Gloversville specifications and requirements for Residential Solid Waste Collection Services.



## **BID SPECIFICATIONS:**

- 1) Each Household's garbage will be collected curbside once per week
- 2) Contractor, as part of this bid and service contract, will provide each household with a roll-cart that meets the general uniform standard in place for automated collection.
- 3) The bid and contract will only pertain to residential households of the City of Gloversville who reside in single family, two-family or three-family dwellings.
- 4) Contractor shall deliver and distribute the required and necessary carts to all households by address list provided by the City for all single family, two-family or three-family dwellings.
- 5) Contractor shall own the carts and will reasonably replace (at no cost to the City or household) those that may break or get damaged per the request of the City or household. Cart repair or replacement will take place within 30-days of request being made.
- 6) Additional fees such as "fuel surcharge", "environmental surcharge", "market variation surcharge" will not be allowed.
- 7) All garbage shall be set out and contained curbside within each cart.
  - a. The Contractor shall not, nor be expected to, collect any additional bags, loose garbage or recycling material set out curbside.
  - b. The City will require and enforce that all garbage material be limited to what is placed into the carts set out curbside for collection.
- 8) Contractor to notify City at least 30-days in advance of any changes in collection day(s) due to a Federal or State Holiday.
- 9) Contractor to notify City at least 60-days in advance of any changes in collection day(s) due to operational changes or modification to the normal collection day(s).
- 10) Customer service, including complaints from households, will be provided by the Contractor unless otherwise directed by the City.
- 11) Contractor to provide the City with a monthly billing statement that shows the amount (tonnage) of garbage collected each month from the City.

## **6.0 TECHNICAL SPECIFICATIONS**

Examination of documents and site: The contractor agrees that before making his bid he has carefully examined the contract documents, together with the site of proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that this information was secured by personal investigation and research and not from the estimates or records of estimates or representations of any officer or agent of the City.

Preservation of Existing Property: The contractor shall exercise extreme care not to injure the sod, trees, curbs, fences, sidewalks, cross walks or other property belonging to either the adjoining private property owners or the City. Any damage done shall be repaired or replaced by the contractor at his own cost and expense.

Contract Interpretation: In cases of any ambiguity in these specifications, the matter must be immediately submitted to the Director of Public Works or his designee, who shall adjudicate the same and his decision in relation thereto shall be final and conclusive upon the parties.

## **7.0 INDEMNITY**

The contractor shall indemnify and save harmless the City and its agents and employees from and against all lawsuits, actions, damages and costs of every description resulting from the Work of this Contract until acceptance thereof by the City. The City may retain such monies from the amount due the contractor as may be necessary to satisfy any claim for damages recovered against the City.

The contractor shall not be responsible for damages resulting from errors in designs or Contract Documents nor for damages resulting from willful acts of the City or its authorized representatives.

## **8.0 AUTHORITY OF OWNER**

The City or its authorized representative, shall decide all questions which may arise as to the acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Contract Documents, and all questions as to the acceptable completion of the work. The City's decision in relation thereto shall be final and conclusive upon both parties.

The decision of the City, or its authorized representative, concerning the execution of the work and the interpretation of the Contract Documents shall be final and binding on the contractor.

## **9.0 INSPECTION NOT TO CONSTITUTE ACCEPTANCE**

The City and its authorized representative shall be given every facility for ascertaining, whether or not, the work performed, and materials used are in accordance with the requirements and intent of the Contract Documents. Failure of the City or its authorized representative during the progress of the work to discover or reject materials or work not in accordance with the Contract Documents shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the contractor or partial or entire occupancy by the City shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Contract Documents.

## **10.0 BID SECURITY – BID BOND**

Each bid shall be accompanied by a certified check of the bidder, bank check, or a bid bond duly executed by the bidder as principal and has as surety thereon a surety company approved by the City for five percent (5%) of the total bid. Such check or bid bond will be returned promptly after the City and the accepted bidder have executed a contract or if no award has been made, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

## **11.0 QUALIFICATION OF BIDDER**

In determining the qualifications of a bidder, the City will consider his record in the performance of any contracts in which he may have entered with the City, with other public bodies or private corporations, and the City expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the City, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

The City may make such investigations as may be deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request following the bid opening. The City reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

The contractor shall not assign, transfer, sublet or otherwise dispose of the contract executed according to this proposal without the prior written consent of the City of Gloversville.

## **12.0 WAGE RATES AND SUPPLEMENTS**

Rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed are included in this specification.

The minimum hourly rates of wages to be paid under the contract shall not be less than those stated in the attached New York State Dept. of Labor Wage Rates and Supplements. Any predetermination of the prevailing rates of wages after the contract is approved shall be deemed to be incorporated herein by reference as to the effective date of predetermination and shall form a part of these Contract Documents.

The contractor shall submit certified payrolls for all workers employed in the performance of this contract. Said certified payrolls shall be submitted with the contractor's request for payment.

**NOTE:** *A 1997 Amendment to Section 220 of the Labor Law required the department of jurisdiction to receive and maintain monthly transcripts of Certified Payroll Records for three (3) years from the date of completion of the work in the awarded contract.*

## **13.0 INSURANCE**

The contractor shall not commence work under this contract until he has obtained all insurance required under this section and a certificate of such insurance has been issued to and approved by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Neither approval by the City nor a failure to disapprove insurance furnished by the contractor or subcontractor shall release the contractor or subcontractor of full responsibility for liability, damages and accidents as set forth herein.

The contractor and any subcontractors shall provide and maintain the following insurance, with the limits and coverages provided in the contract documents, or the following limits and coverages, whichever are higher and broader:

### **1. Indemnification and Hold Harmless Requirements**

To the fullest extent permitted by law, Contractor and Subcontractors shall indemnify, hold harmless and defend the Owner, City of Gloversville, Architect, Architect's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of the Contractor and/or Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's or Subcontractor's obligation to indemnify the Owner, City of Gloversville, Architect, Architect's consultants, and agents and employees of any of them for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of Contractor or

Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against the City of Gloversville or any of its agents or employees, employee of Contractor or Subcontractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under workers' compensation and benefit acts or other employee benefit acts.

## 2. Insurance Requirements

The Contractor and/or Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

c) City of Gloversville, Owner and all other parties required of the City of Gloversville, shall be included as additional insured on a primary and non-contributing basis on the CGL. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured contractor/subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d) The Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

### 2) Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

### 3) Commercial Umbrella

a) Umbrella limits must be at least \$1,000,000.

b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

### 4) Workers Compensation and Employers Liability

a) Statutory Limits apply

b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

## 3. Waiver of Subrogation

Contractor/Subcontractor waives all rights against City of Gloversville, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.