

# PHOENIX CENTRAL SCHOOL

## Waste Management & Recycling at the Phoenix Central School for the July 1, 2019- June 30, 2022

### Specifications and Bid Forms

Place of Opening:

Business Office  
Phoenix Central School  
116 Volney Street  
Phoenix, NY 13135

Date of Opening:

March 22, 2019

Time of Opening:

11:00 a.m.

*Please do not separate these sheets . . . . .*

## **NOTICE TO BIDDERS**

The Board of Education of the Phoenix Central School District (in accordance with Section 103, Article 5-A of the General Municipal Law) hereby invites the submission of sealed bids for Waste Management and Recycling at the Phoenix Central School for the July 1, 2019 – June 30, 2022.

Bids will be accepted until **10:50 a.m. on the 22nd day of March 2019** at the District Office at Phoenix Central School at which time and place the bids will be publicly opened at 11:00 a.m.

Specifications and bid forms may be obtained at the same office. The Board of Education reserves the right to reject any or all bids.

**Phoenix Central School**

**116 Volney Street**

**Phoenix, NY 13135**

**By: Karl J. Seckner**

**Assistant Superintendent**

Dated: March 1, 2019

# **Phoenix Central School**

## **Board of Education**

### **Instructions to Bidders**

1. Sealed proposals for the furnishing of services, as required by the Board of Education of Phoenix Central School District, as set forth in the following specification prepared under the direction of said Board of Education, will be opened in the Board of Education Room, Phoenix Central School on the day and time stated on page one hereof.
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope, to the District Clerk or his duly designated representative at the place herein mentioned on or before the hour and date stated on page one hereof, and the envelope shall be endorsed on its face with the name of the person, firm, or corporation making such proposal, the date of its presentation and title of the services for which such proposal is made.
3. The bidder shall insert the price for the services which he proposes to furnish.
4. No charge will be allowed for Federal, State, or Municipal Sales and Excise Taxes, from which the Board of Education is exempt. The prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
5. Each bidder must state that no member of the Board of Education of the Phoenix Central School District, nor the Superintendent of Schools or the Business Administrator thereof, is directly or indirectly interested in the proposal.
6. The Board of Education may accept this bid as a whole, partial, or in its discretion to reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
7. Specifications and bid forms to be returned intact.
8. These instructions are to be considered an integral part of all proposals.
9. Insurance: The Contractor shall purchase from and maintain in a company or companies licensed to sell insurance in the State of New York such insurance as will protect the Contractor from claims set forth below which may arise out of result from the Contractors operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall provide a certificate of insurance evidencing the required coverage's and naming the Phoenix Central School District as additional insured.
  - (1) Claims under the workers' or workman's' compensation, disability benefit and other similar employee benefit acts are applicable to the work performed.
  - (2) Claims for damages because of bodily injury, occupational sickness or disease of any one person other than the Contractors Employees.
  - (3) Claims for damages because of bodily injury, sickness or disease of any one person other than the Contractors Employees.
  - (4) Claims for damages insured by unusual personal injury liability coverage, which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person.
  - (5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
  - (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
  - (7) Claims involving contractual liability insurance applicable to the contractor's obligations, either contractually or as a matter of law.

The Insurance required by this agreement shall be written for not less than the following limits, or greater, if required by law:

- 1) Workers Compensation:  
State: Statutory  
Applicable Federal (e.g., Longshoremen's): Statutory  
Employers Liability: Statutory
  - 2) Comprehensive or Commercial General Liability (including Premises-Operation, Independent Contractor's Protective; Products and Completed operations; Broad form property damage):  
Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate  
  
Products and Completed Operations  
\$2,000,000 Aggregate
  - 3) Business Auto Liability (including owned, non owned, and hired vehicles):  
Bodily Injury and Property Damage  
\$1,000,000 Each Accident
  - 4) Umbrella / Excess Liability  
\$1,000,000 over Primary Insurance  
\$10,000 retention for self-insured hazards, each occurrence.
- 5.) The policy naming the District as an addition insured shall:
- Be an insurance policy from an A.M. Best-rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred;
  - Provide for 30 days notice of cancellation;
  - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers;
  - The District shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- 6.) The District should be listed as Additional Insured on the General Liability and Auto liability.
- 7.) Independent Contractor: The successful bidder's status shall be that of an independent contractor, and not an employee of the District. The bidder is responsible for all payroll taxes, contributions and insurances required by law.
- 8.) Requirements of Article 8 (Section 220-223) and Article 9 (Section 230-239) of the New York State Labor Law relating to *Prevailing Rate Schedule*.  
The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed. The prevailing rate schedule will be provided upon request.

# NONCOLLUSIVE BIDDING CERTIFICATION

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

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

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

## I. General Bid Certification

The bidder certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

## II. NonCollusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

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

“(a) By subdivision 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 knowledge and belief:

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

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

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

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

\_\_\_\_\_  
Signature (Authorized)

\_\_\_\_\_  
Title

# PHOENIX CENTRAL SCHOOL DISTRICT

## WASTE MANAGEMENT REQUIREMENTS

1. Dumpsters and their size to be set up in the following locations September - June:

Maroun Elementary	2 – 8 yard	Mon, Th
EJD Middle School	1 – 8 yard	Mon, Th
JCB High School	1 – 8 yard	Mon, Th
Transportation Center	1 – 8 yard	Mon, Th
Operations and Maintenance	1 6 yard	Mon, Th

The **summer schedule** will include for each facility to be picked up every other week, or on an as needed basis, from July 1 through August 31. All containers are to be in place to accommodate this schedule. Price to be as per bid

Maroun Elementary	2 – 8 yard	Th
EJD Middle School	1 – 8 yard	Th
JCB High School	1 – 8 yard	Th
Transportation Center	1 – 8 yard	Th
Operations and Maintenance	1 6 yard	Th

2. Dumpsters must be emptied each day before 7 a.m. on scheduled pick-up days so as not to interfere with bussing schedules.
3. Bidder must also be available to provide pick-up service within two hours of a phone call from the School District.
4. The cleaning and maintenance of all containers shall be the sole responsibility of the successful bidder. This requires periodical inspections by the contractor. Containers must be uniform in color and in excellent condition. Any containers that become unsightly due to chipping, wear, or rust must be replaced or repaired.
5. All prices will include all landfill fees.

## SINGLE STREAM RECYCLING REQUIREMENTS

1. The specification for the recyclables containers and pickup schedule shall be as follows:

Maroun Elementary	2 – 8 yard	Tu
EJD Middle School	1 – 8 yard	Tu
JCB High School	1 – 8 yard	Tu
Transportation	1 – 6 yard	Tu

2. The successful bidder may be required to enter certain buildings or structures for pick-ups although this is not normal practice. **Must offer single stream recycling.**
3. The cleaning and maintenance of all containers shall be the sole responsibility of the successful bidder. This requires periodical inspections by the contractor. Containers must be uniform in color and in excellent condition. Any containers that become unsightly due to chipping, wear, or rust must be replaced or repaired.
4. Summer schedule will include pickup of all recyclables will be on an as needed basis from July 1 through September 1.
5. All prices will include disposal fees.

## **Special Conditions**

### **LABOR, SUPPLIES, EQUIPMENT, ETC.**

The successful bidder shall furnish all labor, supplies, equipment, etc., necessary to perform the described trash removal service.

### **CONTAINER MAINTENANCE**

All containers furnished by the successful bidder shall be periodically cleaned, painted and stenciled for trash service. During summer weather (or extended warm weather during other seasons of the year) the containers are to be rinsed after being emptied to minimize odors and to comply with health codes. Containers will be placed as directed by the Superintendent of Buildings & Grounds.

### **CONTRACT PERIOD**

**This bid may be accepted and work authorized by the School District for three (3) year, period effective July 1, 2019 through June 30, 2022 and may be extended for Three (3) additional one-year periods, at the same bid price or by mutual agreement between both parties.**

### **LICENSE & PERMIT REQUIREMENTS**

The successful bidder shall agree to maintain continuously applicable State, County, City and Federal licenses and permits. The School District reserves the right to investigate thoroughly the finances, character, experience and record of each bidder, and the final award will consider these aspects with the actual bid. The bidder shall fully cooperate in providing information necessary to facilitate the investigation stated above.

### **ASSIGNMENT AND SUBLETTING**

The Contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of contract let for this job, without the previous consent, in writing, of the Phoenix Central School District Purchasing Agent.

### **REJECTION OR ACCEPTANCE OF BID**

The right is reserved by the School District to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired and to accept the bid which in the judgment of the School District is deemed the most advantageous for the School District. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or his refusal to enter into a contract with the School District, the School District reserves the right to accept the bid of any other applicant without necessity to re-advertise. The District reserves the right to seek additional bid information from bidders to ensure the desired services.

### **COMMENCEMENT OF WORK**

Upon execution and delivery of the contract and the delivery of the required Certificates of Insurance by the successful bidder to the School District and the approval thereof by the School District's attorney, the successful bidder will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the School Business Administrator.

### **PRICING**

All prices are to be quoted firm against increase for a minimum of one (1) year from the effective date. The School District reserves the right to renegotiate prices, or to advertise for bids, if container sizes or pick-up schedule changes.

### **METHOD OF PAYMENT**

Detailed invoices showing the number of pick-ups per container and the tipping fee shall be sent monthly to the Phoenix CSD, ATTN: Business Office, 116 Volney Street, Phoenix, NY 13131 at the contract price. Upon verification of satisfactory service, the Purchasing Agent will approve the invoice and process for payment.

Additional information may be obtained from:

**Jason Godkin**  
**Director of Facilities**  
**315-695-1537**

**PHOENIX CENTRAL SCHOOL DISTRICT**

**Waste Management and Recycling – Bid Form**

**Vendor Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**September – JUNE**

**MONTHLY COST**

TRASH: As specified in Trash Removal Schedule \$ \_\_\_\_\_

RECYCLING: As specified in Recycling Removal Schedule \$ \_\_\_\_\_

TOTAL MONTHLY COST FOR SERVICES: \$ \_\_\_\_\_

A. TOTAL 10 MONTH COST FOR SERVICES: \$ \_\_\_\_\_

**JULY – AUGUST**

**MONTHLY COST**

TRASH: As specified in Trash Removal Schedule \$ \_\_\_\_\_

RECYCLING: As specified in Recycling Removal Schedule \$ \_\_\_\_\_

TOTAL MONTHLY COST FOR SERVICES: \$ \_\_\_\_\_

B. TOTAL 2 MONTH COST FOR SERVICES: \$ \_\_\_\_\_

TOTAL COST FOR 12 MONTHS (A+B)\*3 \$ \_\_\_\_\_

To be paid in equal monthly payments of \$ \_\_\_\_\_

Vendor Signature and Title: \_\_\_\_\_

Please print name: \_\_\_\_\_

Telephone number: \_\_\_\_\_