

**UTICA CITY SCHOOL DISTRICT
BOARD OF EDUCATION
929 YORK STREET
UTICA, NEW YORK 13502**

**SPECIFICATIONS AND BID PROPOSAL FORM FOR REMOVAL
SERVICES OF RUBBISH AND RECYCLABLES FOR THE PERIOD
JULY 1, 2023 THROUGH JUNE 30, 2024**

Bids will be accepted until 11:00 am on May 23, 2023

Dated: April 26, 2023

LEGAL NOTICE

The Board of Education of the Utica City School District invites proposals on the forms provided for furnishing the following:

REMOVAL SERVICES OF RUBBISH AND RECYCLABLES

Proposals must be delivered to the office of the Purchasing Agent of the Utica City School District, 929 York Street, Utica, New York, prior to 11:00 a.m. on May 23, 2023 at which time they will be publicly opened and read. The proposals are to be based on specifications entitled "Specifications and Bid Proposal Form for Removal Services of Rubbish and Recyclables for the period of July 1, 2023 through June 30, 2024", copies of which together with bid forms are on file and may be secured at the office of the Purchasing Agent of the Utica City School District, 929 York Street, Utica, New York. Bid documents may be obtained digitally in PDF format. Request documents via email to Rebecca LaPorte at rlaporte@uticaschools.org. Proposals signed by bidders shall be enclosed in a sealed envelope, addressed to Purchasing Agent, and marked in red in the lower, left-hand corner:

REMOVAL SERVICES OF RUBBISH AND RECYCLABLES

Before submitting their proposals, bidders shall examine the specifications as contained herein and base their bids upon these specifications. The Board of Education reserves the right to reject any one or all items bid or to award all or any part of the bid. In cases where the Utica City School District receives two or more identical bids, the School District reserves the right to accept one bid only on the basis of a random selection process.

All proposals must be accompanied by an approved bid bond or certified check payable to the order of the Utica City School District, equal to ten percent of the total amount of the bid. Bid bonds or certified checks will be returned to all but the successful bidder once a bid is accepted and authorized by the Board of Education of the Utica City School District. The deposit of the successful bidder will be forfeited as liquidated damages in case of his/her failure to execute the contract or fulfill the terms of his/her bid proposal.

The successful bidder must promptly execute a satisfactory contract, guaranteeing the faithful fulfillment of the terms of the contract. The successful bidder will be required to provide an executed performance bond made out to the Utica City School District in the amount of one hundred percent (100%) of the accepted bid for faithful performance of the terms, covenant, and conditions of the contract.

**BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT**

Purchasing Agent

GENERAL PROVISIONS

1. The Purchasing Agent of the Utica City School District shall have full power and authority to reject any and all materials furnished that are not in strict conformity with the requirements of these specifications and shall not be liable for payment for such items.
2. Proposals MUST be enclosed in a sealed envelope, addressed to Purchasing Agent, 929 York Street, Utica, New York 13502 and marked in red in the lower, left-hand corner of the envelope: **RUBBISH & RECYCLABLES** and Proposals by 11:00 am on May 23, 2023.
3. Whether sent by mail or any other means, the bidder assumes responsibility for having his/her bid received by the district by the appointed time. Any bids received after the time and date herein designated will be returned to the bidder unopened.
4. Prices must remain in effect for the period of July 1, 2023 through June 30, 2024.
5. In cases where the District receives two or more identical bids, the District reserves the right to accept one bid only on the basis of a random selection process, i.e., toss of a coin. Bidder must meet all specifications in order to be awarded this bid. All bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for any error or miscalculation.
6. The contractor agrees that, in selecting its employees to perform the tasks and services contained in this agreement, it will not discriminate on the basis of race, physical handicaps, or other physical limitations. The contractor further agrees that it will make reasonable accommodations to the known physical or mental limitations of any qualified disabled applicant and/or employee and will document any specific, reasonable accommodation requested, made, or denied and the basis for such denial.
7. Faxed proposals are unacceptable.
8. Please return this entire bid package with your proposal by May 23rd. Incomplete proposals may be rejected in the sole discretion of the District.
9. These instructions and general requirements are to be considered an integral part of all proposals.
10. Please contact Mike Ferraro, Chief Operations Officer, at (315) 792-2231 with any questions.
11. No charge will be allowed for federal, state, or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax. A tax exemption certificate, if required, will be on forms provided by the bidder.

12. Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Board of Education an executed performance bond and an executed payment bond in the amount of one hundred percent of the accepted bid for faithful performance of the terms, covenants and conditions of the contract, for the full payment of all persons performing labor or furnishing materials and equipment in connection therewith and the full payment of all sub-contracts. The period of coverage of the Performance Bond shall be to the date of the acceptance of materials, equipment, and/or services as completed by the Board of Education of the materials, equipment, and/or services rendered. The form of such performance bond, payment bond and the sufficiency of the sureties shall be as hereinafter set forth. The contractor shall pay the premium on all bonds.
13. The Utica City School District has an interest therein or in the supplies to which it relates, or any portion of the profits thereof.
14. At the time of the opening of the bids, each bidder will be presumed to have inspected the site and examined the drawings, and to be thoroughly familiar with the drawings, general requirements, and specifications, including all addenda thereto. The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents, shall in no way relieve such bidder from any obligation in respect to his bid.
15. Any addenda sent to the contractors shall be as binding and take precedence over the original part of the specifications to which they refer. Interpretations and clarifications of all parts of the specifications may be obtained at the office of the Director of Support Services on or before the date of the opening of the bids. After the opening of the bids, all interpretations and meaning of the specifications will be made by the Board of Education.
16. Each bidder is required to complete and include the Non-Collusive Bidding Certification contained herein. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid, and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of the Utica City School District Board of Education directly or indirectly has an interest therein or in the supplies to which it relates, or any portion of the profits thereof.
17. The Board of Education reserves the right to accept this bid by item or as a whole, or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
18. Any persons employed by the contractor or any sub-contractor shall be paid at a rate not less than the prevailing wage established by the New York State Department of Labor for the appropriate trade(s) for the period of time involved.
19. All bidders must agree that pursuant to Section 103a and 103b of the General Municipal Law, this bid and any subsequent bid award will be terminated and

cancelled on failure of the contractor or its principals to sign a waiver of immunity or answer any relevant questions before a grand jury concerning any bid award, contract, or purchase contract as the case may be and which may be a result of the bid.

20. The contractor shall furnish, deliver, and install completely, unless otherwise noted, materials and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.
21. The bidder shall have had at least two years of experience in the type of installation specified and shall submit proof by reference to similar installations he has made.
22. Where applicable, the bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed, which he proposes to furnish, deliver, and install where called for. In the event of a discrepancy between the unit price and the extension, the unit price will govern. The price inserted must be net and must include delivery charge. In lump sum bids or others where space is provided on the bid sheet for written amount shall prevail in the event of a discrepancy between the two amounts.
23. Bids must be accompanied by a bid bond executed by the bidder as principal and having as surety thereon, a surety company approved by the Board of Education, in an amount not less than ten percent of the total amount of the bid. Certified checks are also acceptable in the amount of ten percent of the total bid. Such bid bond or certified check will be returned to all except the successful bidder of the specifications within five days after the Board of Education and the accepted bidder has executed a contract or upon demand of the bidder or at any time thereafter so long as he has not been notified of the acceptance of his bid.
24. **Please Note: Failure to include an approved bid bond or certified check along with your bid automatically makes your bid non-responsive. New York State Preferred vendors need not comply.**
25. The successful bidder will be required to provide an executed performance bond in the amount of one hundred percent of the accepted bid for faithful performance of the terms, covenant, and conditions of the contract.
26. Sixty days after the date of the bid opening, in the event that no awards have been made, all bids shall become null and void.

DETAILED SPECIFICATIONS

RUBBISH

1. It is the intent of these specifications to provide for rubbish containers to be installed at each building specified and the periodic emptying of the contents, all as specified. The term rubbish is general and encompasses all refuse generated by the normal operation of a school building, including an unrestricted amount of hard debris as might result from furniture REPAIR AND REPLACEMENT and building maintenance operation – not considered an extra cost.
2. The ownership of above mentioned toters and dumpsters shall remain with the successful bidder for the duration of the contract. All repairs are the successful bidder's responsibility. In case of damage, the successful bidder must execute the repair work (in 95% of the cases, the pickup crew does the damage). Damaged dumpsters must be replaced within three working days.
3. The dumpsters must be equipped with a locking system to accommodate a large hefty padlock on the top door. The District will furnish the padlock.
4. Containers must be:
 - a. Liquid tight.
 - b. Equipped with non-separable covers.
 - c. Satisfactorily maintained and cleaned.
 - d. Equipped with a mechanism, that with the provision of a District padlock can be locked.
 - e. All metal construction.
5. Emptying Containers:
 - a. Containers may be emptied through the use of powered-lift equipment or manually.
 - b. It shall be the contractor's responsibility to visit the sites to determine whether or not power-lift equipment can be used, and where best to locate the containers.
 - c. The contractor shall pick up a reasonable amount of overflow and spillage.
5. Disposal of Rubbish:
 - a. All solid waste and recyclables generated by the Utica City School District shall be delivered to the Oneida-Herkimer Solid Waste Authority for disposal.
 - b. In the event that the Oneida-Herkimer Solid Waste Authority raises the dumping fee at any time during the contract period, the Utica City School District will absorb the additional cost.
6. **All containers must be thoroughly cleaned and rinsed out twice a year. Once in August before school starts and once in April during spring break.**
7. Locations, container size and pick up schedule: See Attachment A

DETAILED SPECIFICATIONS

A. RECYCLABLE PAPER, CANS, BOTTLES, PLASTIC, CARDBOARD, AND MILK CARTONS

In July 2011 OHSWA implemented **SINGLE STREAM RECYCLING** the meaning refers to materials identified by the OHSWA as recoverable from the solid waste stream. All recyclable cardboard & paper can be mixed with recyclable, metal & glass containers & bottles in one collection container. Material must be mixed loosely in one container, with no plastic bags. Material in plastic bags or tied with string or twine will not be accepted for recyclables collection. Shredded paper is the only exception to this rule. Shredded paper must be placed in large clear paper bags & placed in your single stream recycling container. Shredded paper in clear plastic bags can be collected with Single Stream Recyclables.

1. The successful vendor will provide twenty-five toters (ninety-six gallon recyclable toters) to various locations as specified in Attachment A. The recyclable toters shall be on wheels for easy movement, hard plastic with a hinged tight cover, Toter, Inc. Model #404 or equal. Toters will be used internally only to move material to the dumpsters.
2. See Attachment A for placement, size, and pickup frequency of containers. All items will be bagged separately except cans, bottles, and plastics, which will be bagged together and cardboard will be loose but flattened.
3. In the event that schools close or move or additional pick-ups of rubbish or recyclable are required above and beyond the schedule stated on the attached schedules, the vendor will make additional pick-ups at the bid price. Adjustments may be made in schedule at the District's discretion.

C. INSURANCE

1. Contractors:
The contractors shall not commence work under this contract until they have obtained all the insurance required under this Article and the owner has approved such insurance, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until the insurance so required of the sub-contractor has been so obtained and approved.
2. Liability and Property Insurance:
Each contractor shall be solely responsible for the safety and protection of all employees and other persons and of all property at the site, and shall be responsible and liable for any injury or damage thereto, and for all injuries to persons occurring thereon whether due to the negligence, fault or default of the owner or its employees. Each contractor shall take out and maintain during the life

DETAILED SPECIFICATIONS

of this contract adequate public liability and property damage insurance to protect the owner, such contractor and all sub-contractors from claims for damage for such injuries which may arise from operations under this contract whether such operations be by the owner, the contractor, a sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be so written to specifically indemnify and save the owner harmless from liability upon any and all claims for damages on account of such injuries to persons or damage to property or on account of any negligence, fault or default of the contractor, any sub-contractor, the employees of either or otherwise.

The liability of the contractor under this contract is absolute and is not dependent upon any question or negligence on his part.

The contractor shall furnish to the owner a certificate of certificates in duplicate of the insurance required under the foregoing provisions. Such certificates shall be in a form satisfactory to the owner, shall list the various coverage and shall contain in addition to any provisions herein before required, a provision that the policy shall not be changed or cancelled, and that it will be automatically renewed upon expiration and continued in force until final acceptance by the owner of all the work covered by the contract, unless the owner is given thirty days' written notice to the contrary. Upon request the contractor shall furnish the owner with a certified copy of such policy.

3. All insurance is required to be procured and maintained as aforesaid from insurance companies authorized to do business in the State of New York.
4. The contractor shall secure Worker's Compensation and Disability Benefit Insurance for the benefit of and keep insured during the life of the contract such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law and the Disability Benefits Law, as amended, in case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each sub-contractor to provide Employer's Liability Insurance with a limit of not less than \$300,000.00 for the protection of such of his employees as are not otherwise protected.
5. The contractor shall procure and shall maintain during the life of this contract a standard comprehensive general liability insurance policy with contractual and completed operations coverage issued to and covering the liability of the contractor for all work and operations under this contract and all obligations assumed by the contractor under this contract in an amount which shall not be less than the following limits:

Bodily Injury Liability

DETAILED SPECIFICATIONS

\$500,000.00	Each Person
\$1,000,000.00	Each Occurrence
\$1,500,000.00	Aggregate

Property Damage Liability	
\$300,000.00	Each Occurrence
\$500,000.00	Aggregate

6. The contractor shall require each of his sub-contractors to procure and maintain during the life of the contract standard comprehensive general liability insurance with contractual and completed operations coverage issued to and covering the liability of the sub-contractor for all work and operations under the sub-contract in an amount which shall not be less than the following limits:

Bodily Injury Liability	
\$500,000.00	Each Person
\$1,000,000.00	Each Occurrence
\$1,500,000.00	Aggregate

Property Damage Liability	
\$300,000.00	Each Occurrence
\$500,000.00	Aggregate

7. Automobile Liability and Property Damage Insurance: A policy covering the use in connection with the work covered by the contract documents of all owned, non-owned and hired vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear a license plate. The coverage under such policy shall no be less than the following limits:

Bodily Injury Liability	
\$500,000.00	Each Person
\$1,000,000.00	Each Accident

Property Damage	
\$300,000.00	Each Accident

8. The insurance required under sub-paragraphs 5, 6, and 7 thereof shall provide adequate protection for the contractor and his sub-contractors, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by him and also against any special hazards which may be encountered in the performance of this contract.

DETAILED SPECIFICATIONS

D. LABOR PROVISIONS

1. The contractor agrees:
 - a. To comply with the provisions of the Labor Law and all State Laws and the Federal and Local Statutes, ordinances and regulations that are applicable to the performance of this agreement, and
 - b. To procure all necessary licenses and permits.
2. The contractor specifically agrees, as required by Labor Laws, Section 220 and 220-d, as amended, that:
 - a. No laborer, workman or mechanic, in the employ of the contractor, sub-contractor, or other person doing the contracting - to do the whole or any part of the work contemplated by the contract - shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.
3. The Labor Law provides that the contract may be forfeited and no sum paid for any work done there under, on a second conviction for willfully paying less than:
 - a. The stipulated wage scale as provided in Labor Law, Section 220, sub-division 3, as amended, or
 - b. The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
4. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-d, as amended, that:
 - a. In the hiring of employees for the performance of work under this contract or any sub-contract hereunder, or for the manufacture, sale, or distribution of materials, equipment or supplies hereunder, no contractor or sub-contractor shall by reason of race, creed, color or natural origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b. No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work, under this contract on account of race, creed, color, or natural origin.
 - c. This contract may be cancelled or terminated by the owner and all monies due or to become due or to become due hereunder may be forfeited for a second, or any subsequent, violation of the terms or conditions of this section of the contract.
5. The contractor specifically agrees, as required by the Labor Law, Section 222, as amended, that:

DETAILED SPECIFICATIONS

- a. Preference shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment.
 - b. Persons other than citizens of the State of New York may be employed when New York citizens are not available.
 - c. The contractor shall keep a list of his employees stating whether they are citizens of the State of New York, native born citizens or naturalized citizens, and in case of naturalization, the date thereof, and the name of the court in which granted.
 - d. If Labor Law, Section 222, as amended, is not complied with, this contract shall be null and void.
6. The contractor will secure Worker's Compensation and keep insured during the life of this contract for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1941, as amended, known as the Worker's Compensation Law. This contract shall be void and of no effect unless the contractor complies with this provision.
7. The contractor agrees that, in selecting its employees to perform the tasks and services contained in this agreement, it will not discriminate on the basis of physical handicaps or other physical limitations. The contractor further agrees that it will make reasonable accommodation requested, made, or denied and the basis for such denial.
8. Payment:
- a. Payment will be made upon receipt of claimant's invoice for services rendered for each month of the contract period.
 - b. Invoices must be received in the Business Office of the Utica City School District before the 5th day of the month in order for payment to be made in that month.
9. If there are no major changes in the specifications, this contract may be extended in one-year increments at the CPI% in effect at that time.

E. THE DISTRICT EXPECTS THE SUCCESSFUL BIDDER:

1. To consolidate the pick-ups for recyclables in accordance with Attachment A.
2. To adhere to the timetables, the contractor submits to the District after award of contract as to the time and day recyclables are to be picked up (plus or minus one hour) at each school. Use timetables Part 1 and 2.
3. To deliver the dumpsters and totes before the July 1, 2023 starting date. In the event of a change in the successful contractor, the previous contractor must remove his dumpsters and totes on or before June 30, 2024.

DETAILED SPECIFICATIONS

4. To recycle all items with the Oneida-Herkimer Solid Waste Management Authority.

**UTICA CITY SCHOOL DISTRICT
UTICA, NEW YORK**

TITLE & DATE OF SPECIFICATION: _____

DATE OF PROPOSAL: _____

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder or bidders, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

- a. 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.
- b. Unless otherwise required by Law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and are not knowingly being disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been made or is to 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.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- e. Iran Divestment Act: 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph 9B of the subdivision 3 of section 165-a of the state finance law.

SIGNATURE _____

TITLE _____

LEGAL ADDRESS _____

DATE _____

This non-collusion form must be completed, signed, and included with your bid.

BID PROPOSAL FORM FOR ATTACHMENT “A” **MAIN BID**

TO: The Board of Education of the Utica City School District, Utica, New York

The undersigned, having examined the detailed specifications dated April 26, 2023, entitled "Specification and Bid Proposal Form for Removal Services of Rubbish and Recyclables for the Period July 1, 2023 through June 30, 2024", and having familiarized themselves with all the conditions affecting the work, do hereby propose to supply all the equipment, labor, and supervision required to provide the services as noted in the specifications, all for the sum of:

CONTAINER SIZE	RUBBISH			SINGLE STREAM		
	Cost Per Pickup	Total Pickups	Extension	Cost Per Pickup	Total pickups	Extension
4 Cubic Yards						
6 Cubic Yards	\$		\$	\$		\$
8 Cubic Yards	\$		\$	\$		\$
Total Cost	\$			\$		

SCHOOL YEAR 2023-2024

RUBBISH ONLY:

\$ _____ Dollars & _____ Cents

SINGLE STREAM ONLY:

\$ _____ Dollars & _____ Cents

TOTAL BID PRICE

\$ _____ Dollars & _____ Cents

It is understood that the Board of Education reserves the right to reject any or all bids or to award all or any part of the bid. The undersigned further agree that this bid or any contract entered into as a result of this bid may be terminated upon failure of the bidder to sign a waiver of immunity or answer any relevant questions before a grand jury pursuant to General Municipal Law 103a and 103b. A duly executed Non-Collusive Affidavit accompanies this proposal.

FIRM NAME _____

SIGNATURE _____ **TITLE** _____

PRINT NAME _____

OFFICIAL ADDRESS _____

DATE _____ **TELEPHONE NO.** _____

BID PROPOSAL FORM FOR ATTACHMENT "B"

ALTERNATE BID

TO: The Board of Education of the Utica City School District, Utica, New York

The undersigned, having examined the detailed specifications dated April 26, 2023, entitled "Specification and Bid Proposal Form for Removal Services of Rubbish and Recyclables for the Period July 1, 2023 through June 30, 2024", and having familiarized themselves with all the conditions affecting the work, do hereby propose to supply all the equipment, labor, and supervision required to provide the services as noted in the specifications, all for the sum of:

CONTAINER SIZE	RUBBISH			SINGLE STREAM		
	Cost Per Pickup	Total Pickups	Extension	Cost Per Pickup	Total pickups	Extension
4 Cubic Yards						
6 Cubic Yards	\$		\$	\$		\$
8 Cubic Yards	\$		\$	\$		\$
Total Cost	\$			\$		

SCHOOL YEAR 2023-2024

RUBBISH ONLY:

\$ _____ Dollars & _____ Cents

SINGLE STREAM ONLY:

\$ _____ Dollars & _____ Cents

TOTAL BID PRICE

\$ _____ Dollars & _____ Cents

It is understood that the Board of Education reserves the right to reject any or all bids or to award all or any part of the bid. The undersigned further agree that this bid or any contract entered into as a result of this bid may be terminated upon failure of the bidder to sign a waiver of immunity or answer any relevant questions before a grand jury pursuant to General Municipal Law 103a and 103b. A duly executed Non-Collusive Affidavit accompanies this proposal.

FIRM NAME _____

SIGNATURE _____ **TITLE** _____

PRINT NAME _____

OFFICIAL ADDRESS _____

DATE _____ **TELEPHONE NO.** _____