



TOWN OF
WEST SENECA
'PROUD PAST - UNLIMITED FUTURE'

**TOWN OF WEST SENECA, NEW YORK
RECYCLING COLLECTION AND PROCESSING**

REQUEST FOR BIDS TO PROVIDE RECYCLABLE MATERIALS COLLECTION AND PROCESSING

**December 6, 2018
(Contract ID – Recycle 2019)**

NOTICE TO BIDDERS

In accordance with New York State General Municipal Law 103-b, the Town of West Seneca New York ("Town") is issuing a request for bids for recycling collection (hauling) and processing of recyclables from collection sites within the Town. The Town has previously purchased and distributed wheeled recycling carts to eligible properties. An initial three (3) year period is sought with the potential for three additional extensions; the first for three (3) years, the second for two (2) years and the third for one (1) year. Each extension shall be upon mutual written consent of Town and Bidder Contractor.

It is the intention of the Town to procure the services that best serve the Town's needs considering net costs, reliability, and experience in similar operations. The Town reserves the right to reject all bids.

The Final Bid specifications may be examined and obtained at the Town of West Seneca Town Clerk, 1250 Union Rd, West Seneca, New York 14224 and is also available online at the Town of West Seneca website <https://www.WestSeneca.net/>. The Town requires all correspondence to occur electronically with Town Attorney, John J. Fenz (jfenz@twсны.org). The final bid submission to the Town of West Seneca Town Clerk will require a deposit in the form a certified check, payable to the order of the Town of West Seneca, for a sum equal to fifty thousand dollars (\$50,000), or a bond with sufficient sureties in a penal sum equal to fifty thousand dollars (\$50,000), with the condition that if the Bid is accepted, the successful bidder will enter into a contract for the terms of the agreement, and that he/she will execute an agreement with the Town within fifteen (15) days from the date of acceptance of the Bid, as specified in the Bid conditions.

APPENDICES

- APPENDIX A: RECYLING COLLECTION DAILY STREET ROUTES**
- APPENDIX B: TOWN OF WEST SENECA RECYCLING COLLECTION DATA**
- APPENDIX C: RECYCLABLE ITEM LIST**
- APPENDIX D: PRICING WORKSHEET**
- APPENDIX E: NON-COLLUSION STATEMENT**
- APPENDIX F: IRAN DIVESTMENT**
- APPENDIX G: PREVAILING WAGE SCHEDULE**
- APPENDIX H: AFFIRMATIVE ACTION/EQUAL OPPROTUTNITY EMPLOYMENT**

1.0 DEFINITIONS

Commencement Date- February 1, 2019.

Commingled Recyclables- mixed recyclable materials separated from MSW at the point of generation.

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

Force Majeure- shall mean any occurrence that effectively prevents a party from performing any of its obligations under this agreement(s), to the extent that such occurrence is demonstrably beyond the reasonable control of the non-performing party; and shall include, but not be limited to, such occurrences as acts of war, whether declared or not; riots or violent calamities; strikes or other labor disputes whether or not on the part of the employees or either party hereto; or future order of any government, court or regulatory body claiming jurisdiction, specifically including, but not limited to, the New York State Department of Environmental Conservation.

Integrated Waste Management-coordinated use of a hierarchy of management methods, including recycling, composting, incineration, and landfilling.

Materials Recovery Facility (MRF)- a materials recovery facility

Parcel- a single address or location that may have a single, double or triple residency or a small commercial business that requires collection of solid waste and recyclables

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 Center- A location where acceptable recyclables are received processes and stored before being sold.

Recycling Container- A bin, roll-away cart or other container set at curbside, supplied by the Town or designee of the Town, for use by waste generators within the Town, which is readily identifiable by a hauler as a container for recyclable materials. Containers supplied by the Town designee shall be used exclusively for the storage and collection of recyclables pursuant to a Town-sponsored recycling program, and such containers shall, at all times, remain the property of the Town.

Recycling Risk/Reward Model- Due to key market changes and uncertain availability of domestic and foreign market capacity impacting recycling commodity values, such a model reflects on

accommodating changing market conditions to address the risk and benefits to all parties entering into a contractual agreement.

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

Source Separation- The segregation of recyclables and other recoverable materials from non-recyclable solid waste at the point of generation for separate collection, donations, sale or other disposition.

Town of West Seneca "Town"- is a municipal corporation incorporated pursuant to the laws of the State of New York in 1852.

Town Issued Container- A roll-away (wheeled) cart issued by the Town to property owners or their representatives, capable of semi-automated and/or automated collection, for the sole purpose of storage, collection and disposal/recycling of source-separated solid waste.

User- A owner and or occupant of a legal unit of the Town of West Seneca and utilizes the Town Refuse and Recycling Program in accordance with rules.

Transfer Station- A location where certain types of waste can be temporarily stored, in between being dropped off by domestic waste collection lorries and being carried off by larger vehicles for subsequent treatment and ultimate disposal.

2.0 PROJECT BACKGROUND

The Town of West Seneca is requesting pricing per the enclosed Bid Specification's from experienced recycling haulers capable of collecting and processing recyclables collected curbside from Users.

The Town of West Seneca recognizes the efficiency related to collecting and storing recycling and has thereby issued recycling carts to all eligible Town Users. The Town issued carts are suitable for both semi and fully-automated collection.

The Town encourages prospective contractors to incorporate cost saving approaches and any methods to increase recycling participation in their Bids. An educational strategy that covers cart-based collection management, importance of maintenance, schedules for collection and placement of carts shall be included in the Bidder's final Bid.

2.1 Current Recycling Collection Operations

The current recycling program consists of weekly recycling collection from Town issued 65 and 95-gallon recycling carts. Residents are responsible for storing all recycling in Town issued carts until their designated collection day. A list of streets per collection day are included as Appendix A.

The Town is primarily comprised of Single-family homes (69%). The Town will correspond with the Contractor on a monthly basis concerning new service and the number of Users in service as part of this program. There are 16,500 curbside Users in the Town of West Seneca.

From 2015 to 2017 all serviceable User in the Town of West Seneca generated an average of 4,082 tons of Recycling per Year. A Summary of collection data is included as Appendix B.

3.0 BID SCHEDULE

The Town of West Seneca is undertaking this competitive procurement in compliance with procedures specified in General Municipal Law Section 103-b. The schedule for this solicitation of Bids is included in the timeline presented below. All addendums and changes to this project will be sent via electronic mail to all prospective Bidders that have provided contact information.

The Town will accept final Bids at the Town of West Seneca Town Clerk, 1250 Union Road, West Seneca, New York 14224 until 2:00PM on December 20, 2018.

<u>Proposed Date</u>	<u>Action</u>
December 6, 2018	Bid Notice published and Specifications available.
December 20, 2018 at 2:00pm	Last day & time to submit final Bids.
December 20, 2018 to January 3, 2019	Town reviews Bids.
January 3, 2019	Make award to selected Contractor.
February 1, 2019	Commence contract.

4.0 BID SUBMITTAL REQUIREMENTS

The Town believes in maintaining a high level of commitment of quality customer service. In procuring the services listed herein, the Town seeks to provide opportunities for residents to decrease the amount of solid waste disposed and increase waste reduction and recycling practices. The Town encourages Bidders to include in their Bids public education and outreach options intended to motivate and educate the community about proper placement and management of carts, recycling and program limitations. Additionally, it is expected that the Bidder also provide accessible information identifying key program elements such as recycling information, missed collection and frequently asked questions.

This contract will require service to all Users. It is expected that the Bidder will also collect stacked cardboard and rigid plastics too large for the recycle cart.

4.1 Contractor's Description of Requested Services

Provide a detailed description of the Contractor's ability to implement the project as proposed in Section 5.0 and Appendix D, and the likelihood for success. List key milestones and potential obstacles. As part of this information, Bidders should supply a list of existing projects, a summary of how they are similar in nature to this proposed project, and associated references that can be contacted by the Town.

4.2 Commitment to Waste Reduction

Bidder's commitment to compliment the Town's objective to reduce the quantity of waste destined for disposal and support the economic and strategic development plans to encourage and maintain waste reduction.

4.3 Description of Curbside Recycling Program

Bidder's shall submit a description of a proposed curbside recycling collection program that engages residents to participate and seeks to minimize contamination placed by users in recycling containers. The Town is requesting bidders provide an internet website to help identifying key program elements such as recycling week, missed collection and frequently asked questions.

4.4 Program to Minimize Missed Collections and Manage Complaints

It is the expectation that the Contractor is responsible for responding to customer complaints in a courteous and timely manner. The Bidder Contractor shall provide the Town with a dedicated phone number, e-mail and fax to maintain prompt communication. Bidders shall include a plan to mitigate missed collections and establish a system where the contractor will be able to rectify complaints received by the Town or regarding missed collection, poor handling of recycling containers, and any other issues that may arise concerning the work performed by the contractor.

4.5 Bid Exceptions:

The Bidder Contractor shall furnish a list that specifies any Bid exceptions.

4.6 Completion of Bid Forms:

4.6.1 Pricing Worksheet (Appendix D)

4.6.2 Non-collusion statement. (Appendix E)

4.6.3 Iran Divestment (Appendix F)

4.7 Contractor Qualifications

Provide an organizational chart, inclusive of responsibilities and reporting relationships of personnel, and supporting text describing the background of the organization. Include a list of all legal and contractual relationships between and among Town officials.

4.8 Financial Performances

Demonstrate the ability to meet contract securing requirements by supplying information on previous projects including financial guarantees, letters of credit and/or performance bonds

4.9 Affirmative Action/Equal Opportunity Employment

This project will be subject to applicable laws, directives, and regulations as promulgated by State and Local authorities in the area of Equal Employment Opportunity (EEO). The Bidder is required to include in its Bid an Affirmative Action Plan, which shall incorporate by reference the Town's EEO Policy (See Appendix H).

5.0 GENERAL BID CONDITIONS

5.1 Period of Validity

All Bids shall be valid for a period of 90 days from the last date to submit Bids.

5.2 Responses Required

All Bidders must respond to all general Bid and specific condition sections as part of the final bid submission.

5.3 Point of Contact

The Town's point of contact for this Bid shall be Town Attorney, John Fenz (jfenz@twсны.org).

5.4 Correspondence

All communications concerning this Bid must be submitted in writing to the Town of West Seneca Town Attorney, John Fenz via e-mail to jfenz@TWSNY.org. Only written questions submitted via email will be accepted. No response other than written responses distributed by the Town of West Seneca will be binding upon Town of West Seneca. All questions submitted by prospective bidders and responses from the Town shall be made available to all prospective bidders who have provided the Town with their contact information.

It is the Bidder's responsibility to check the Town of West Seneca website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

5.5 Award of Contract

Once the bid review is completed, the Town will present its recommendations to the Town Board. The Town Board may then award the Contract and authorize staff to execute it.

5.6 Insurance Requirement

Before performing any work on the awarded contract, the successful Bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The successful bidder shall furnish to the Town of West Seneca proof of proper insurance naming the Town of West Seneca as a named insured covering workers compensation for all operations performed by him or his sub-contractors under a subsequent agreement. The successful bidder shall also furnish to the Town of West Seneca proof of proper insurance naming the Town of West Seneca as a named insured covering public injury liability, property damage liability in the amount of \$1,000,000 in each occurrence or each person and \$3,000,000 in the aggregate for each insured liability. The insurance shall be maintained throughout the term of the agreement(s) and certificates acceptable to the Town of West Seneca must be submitted thereto prior to commencement of any activities under the subsequent agreement.

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Town with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage naming the Town as Additional Insured's, shall not be less than \$1 million dollars each Occurrence, \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors or Subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be acceptable to the Town. All contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project. The Town reserves the right to amend insurance requirements as it deems necessary in its sole discretion.

Each certificate of Insurance shall provide that the insurer must give the Town at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Town with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town. Coverage's shall be no less than the following:

Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing

coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Contractors Pollution Liability and Business Auto Liability Insurance: Written in the amount as follows:

Business Auto Liability:

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate
- Town of West Seneca to be scheduled as Additional Insured

Contractors Pollution Liability

- \$2,000,000 Each Claim
- \$2,000,000 Aggregate

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

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 such 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 220-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.
- d. Preference in employment of persons required by Labor Law Section 222.
- e. Eight-hour day as required by Labor Law Section 220(2).

5.7 Indemnification

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Town of West Seneca, its representatives, members, designees, officers, directors, employees agents, successors, and assigns ("Indemnified Parties"), from and against all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected

with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the Town of West Seneca for claims found to be due to the sole negligence of willful misconduct of Indemnified parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

5.8 Performance Bond

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Town of West Seneca with 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 of West Seneca. 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 West Seneca.

5.9 Force Majeure

If either party is rendered wholly or partially unable to perform any of its obligation under this agreement(s) because of an event of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided:

The non-performing party promptly provides written notice to the other party of the particulars of the occurrences including estimation of its expected duration and probable impact on the performance of its obligation hereunder, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure; The suspension of performance shall be of no greater scope and no longer in duration than reasonably necessitated by the event of Force Majeure;

The non-performing party shall provide the other party with the prompt notice of the cessation of the event of Force Majeure giving rise to the excusal from performance.

5.10 Standard of Performance

In the event that the contractor shall at any time during the term of this agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the contractor shall be liable to the Town for the actual cost that the Town would be required to collect, haul and manage the material. Provided, however, if the contractor is unable for any cause to resume performance, at the end of thirty (30) calendar days, all liability of the Town under this agreement to the contractor shall cease and the Town shall be free to negotiate with other contractors.

5.11 Subcontract

The Bidder Contractor agrees to not assign, transfer, convey, sublet or dispose of this agreement or of his right, title or interest therein or his power to execute same without the consent, in writing, of the Town of West Seneca, or to any monies which are to become due or payable to him because thereof, to any person, company, or corporation without the provisions of this agreement, in favor of any person, association or corporation except the Contractor. The Town of West Seneca shall not unreasonably withhold such written consent. The contractor may, however, assign its right or delegate its duties hereunder without the Town of West Seneca's prior written consent in the case of a merger or sale of all or substantially all of the contractor's assets in its facility or ancillary facilities.

5.12 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 prosecute the work or any part thereof with due diligence, provided that Contractor within forty-eight (48) hours of written notice fails to cure any refusal or failure to prosecute work with due diligence; or
- d. The Contractor refuses or fails to comply with all applicable laws or ordinances; or
- e. The Contractor is guilty of a substantial violation of any provisions of this contract;

The Town of West Seneca may terminate this agreement, and all liability of the Town of West Seneca under this agreement shall cease, and the Town of West Seneca shall be free to enter into recycling arrangements or agreements with other contractors and to bring action on the performance bond(s).

5.13 Regulatory Compliance

Bidder Contractor, 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, which shall be in addition to the indemnification provisions in this document.

5.14 Information Provided by the Town

The Town makes no guarantee on any of the estimates contained in the specifications 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 Bids, 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 by Town staff or its agents.

5.15 Cost and Expenses of Offers

The Town accepts no liability under any circumstances for any cost or expenses incurred by Bidders in acquiring, clarifying, or responding to any condition, request, or standard contained in this bid request.

5.16 Ownership and Disclosure

Bids received in response to these specifications will be retained by the Town, and under New York State Law, are matters of public record and subject to public inspection except for the time reserved for review by the Town. To the extent allowed by applicable laws, the Town will not disclose Bid submission until completion of the evaluation process.

5.17 Auditing Requirements

The Town of West Seneca may make reasonable inspections of the site(s) or facility(ies) through designated personnel during normal business hours upon advance notice to the contractor, to determine that it meets all New York State Department of Environmental Conservation requirements for the purpose. The bidder must submit with the bid a statement as to the exact location, minimum operating hours when recyclable materials at the site(s) will be allowed. Bidders shall agree to allow an inspection of their site(s) by

reasonable representatives of the Town of West Seneca prior to the making of an award of this bid.

5.18 Additional Comments

Bidders agree that if they are awarded this bid, they will enter into a formal agreement drafted by the Town of West Seneca and approved by the bidder in conformance with the bidding documents and the bidder's Bid and likewise for any eligible participant that properly elects to participate under this bid.

Bidders are advised that the subsequent agreement(s) resultant of this bid will have an initial three (3) year period is sought with the potential for three additional extensions; the first for three (3) years, the second for two (2) years and the third for one (1) year. Each extension shall be upon mutual written consent of Town and Bidder Contractor.

Notification in writing of the option to extend the agreement must be given to the contractor on or before ninety (90) days prior to the extension period.

The failure of the Town of West Seneca at any time to require performance by the Contractor of any provisions hereof, shall in no way affect the right of the Town of West Seneca to hereafter to enforce same. Nor shall a waiver by the Town of West Seneca or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

This agreement shall be governed by the laws of the State of New York, both as to interpretation and performance.

The agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

If any provision of the agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

5.19 Applicable Laws

This Bid and any corresponding Contract will be governed by and construed in accordance with the laws (excluding the laws of choice or conflicts of laws) of the State of New York. The captions appearing in this bid are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or interpretation of the specifications. No waiver by a party of any breach of any provision of the Resulting 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 for Bids, Final Request for Bids 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.

5.20 Independent Parties

Each of the parties to this bid and any corresponding Contracts shall be an independent party and nothing in specifications for bids and any corresponding Contract shall be construed as constituting Contractor for the Town as a partner, joint venture or as creating the relationship of employer and employee, franchiser or franchisee, principal and agent or any other form of legal association that would impose liability on one part for the act or failure to act on the other party.

5.21 Taxes and Prevailing Wage

The Contractor agrees to be responsible for the Contractor's own tax obligations accruing as a result of payments for services rendered under this solicitation for Bids and any corresponding Contract, 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. A prevailing wage schedule is attached as Appendix G.

5.22 General Contractor Requirements

5.22.1 Vehicles

The vehicles used for hauling Recyclables will be of a length, width and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the wastes. All vehicles must not leak any wastes.

The Town and Contractor will agree on a master list of vehicles to be used for hauling of Recyclables. The master list may contain the make/model/year, truck number, tare weight, volumetric capacity, and other information the parties may agree.

5.22.2 Current Collection Schedule and Routes

The Contractor is responsible for reviewing and following the existing collection schedule within the Town and/or establishing a collection schedule subject to approval by the Town. Street collection routes can be found in Appendix A. 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/business from which collection of materials is required hereunder, all at the expense of the contractor.

The Contractor shall expect to service new parcels throughout the contract period; similarly, there are parcels that will go vacant and collection will cease. The Town, to its best ability, shall notify the Contractor monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

If due to inclement weather or any other unforeseen conditions, the Contractor fails to furnish the Collection of 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 scheduled day of collection.

5.22.3 Materials Processing Locations

In the event the Contractor seeks to add new Solid Waste Management Facilities or substitute new Solid Waste Management Facilities for the management Recyclables, 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.

5.22.4 Equipment and Personnel

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

The Bidder Contractor 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 Contractor. 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 Contractor must exercise due care in the hauling of Recyclables. The Bidder Contractor 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 Recyclables. The Contractor, promptly upon becoming aware of any spills in transit, will give notice to the Town and will supply the Town with a copy of any notice given to any governmental agencies of such spill.

The Bidder shall keep fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Contractor, whether or not such laws,

ordinances, or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the Town and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances, or regulations.

5.22.5 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.

5.22.6 Complaints

The Bidder acknowledges that this is a service type contract with the Town of West Seneca, and that the customers are not a party 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.

5.22.7 Service Payment

The Town shall pay the Bidder monthly for collection and processing based upon those prices and amounts set forth in Part A and Part B of Appendix D. The Contractor shall invoice the Town for services performed for the previous month.

5.22.8 Reports and Records

If requested, 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, and daily tonnage report must be delivered to the Town no later than the 7th day of the month following the month in which the tonnage was delivered. Reports shall be electronically submitted to Town Clerk.

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 of West Seneca.

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

5.22.9 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 West Seneca or under

discretion of the Town Attorney when the conditions are deemed hazardous for Contractor's personnel or residents of the Town.

5.22.10 Wheeled Refuse Carts

The Town has purchased and distributed Recycling Carts prior to the commencement of this contract. Collection shall only occur from Town issued, wheeled carts, unless a hardship is identified. The Town anticipates a maximum of four (4) Town-issued wheeled carts capable of fully automated and/or semi-automated collection for the sole purpose of recycling storage and collection to participating mixed use properties and all single, double, triple and quad family dwellings.

5.22.11 Wheeled Cart Responsibility

The Town will retain responsibility for handling warranty related claims and change in service requests, as necessary. The Town-issued containers are owned by the Town, shall remain at the premises and shall be used solely for the purpose of storage and collection of refuse. The property owner bears responsibility for the use, storage and care of the Town-issued container.

5.22.12 Operational Hours

Collection shall take place Monday through Friday, between the hours of 7:00am and 4:00pm unless prior approval of the Town Supervisor is obtained.

5.22.13 Holidays

Collection of recyclables shall follow the Town's schedule for collection of solid waste. The Bidder Contractor shall be solely responsible for adherence to this schedule.

5.22.15 Education/Promotion and Outreach:

The contractor will work with the Town (or representatives thereof) by providing service-orientated information to residents via first class mail and developing and executing public education to encourage waste reduction and recycling. The contractor shall provide an 8-1/2" x 11" two-color insert to be direct mailed to all residents. This insert will inform residents of the specifics of the recycling collection program, including a collection schedule, a listing of acceptable materials, and instructions on the proper handling of the collection carts. The contents of the insert must be approved by the Town. The Contractor shall be responsible for all printing and mailing costs.

The contractor shall provide another such insert Eight (8) months into the contract, and each twelve months thereafter via direct mail and also submit electronic versions to the Town. The Town also expects the Contractor to provide vivid images and files to post on the Town website and include in general community correspondence.

The Town is requesting Bidders create a specific website voluntarily accessible by Town residents to obtain key information about the program such as recyclable items, missed collection and frequently asked questions.

6.0 SPECIFIC BID CONDITIONS

This section outlines the requested responsibilities of the Bidder accepting the management of the Town of West Seneca's Recycling Collection and Processing Program. The Contractor shall be responsible for the uninterrupted curbside collection of recyclables from all eligible program participants, including all residential units four (4) or less

6.1 Eligible Program Participants

The Town residential properties include any units which have been provided with Town Issued Containers. The estimated number of users is 16,500.

The Bidder shall submit Bids for collection and hauling of Towns recycling generated from Users serviced under the terms of this contract.

6.2 Management of Exemptions

The Town requests the Bidder Contractor allow persons physically unable to deliver their recycling curbside or roadside in a Town issued wheeled cart, to place out in a smaller (i.e. 18-gallon recycling bin) container. The Town will authorize or grant exceptions to any person who demonstrates hardship in placing recycling to the curb/street line. A list of all exceptions will be noted and relayed to the Bidder Contractor.

6.3 Recycling Collection

It is the intention of the Town to procure services for curbside collection and processing of recyclables as "Single Stream" to avoid sorting at the hauling truck prior to delivery to a Transfer Station or Materials Recovery Facility (MRF). In an effort to minimize cost, reduce wind blow debris and improve the overall appearance of the community, the Town transition to wheeled cart based, weekly curbside recycling collection.

This section describes the expected responsibilities of the contractor collecting and processing recyclables.

- a. The term of the contract shall remain consistent with length of the Service Contract Period.
- b. The Contractor shall be responsible for the collection of recyclables left in appropriate (designated) receptacles. The Contractor shall also collect corrugated cardboard that is flattened (three feet long by three feet wide) and left no more than five (5) feet from the curb.
- c. The Town will supply the Contractor with the locations of all of its occupied parcels and monthly updates of properties added or removed.
- d. Each district's recyclables must be collected on the day specified for Refuse Collection. The Contractor is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

- e. The Contractor shall receive and process all recyclables as delivered. The Contractor shall then 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, newspaper, corrugated cardboard, paperboard/boxboard/chipboard, junk mail, office paper, old telephone books, magazines, glass bottles, metal cans, and plastic containers (full list 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. The proposer is required to list any exceptions or additions to the list of acceptable recyclables as part of the Bid.
- f. It shall be the contractor's responsibility to market the recyclables in a timely manner. All materials collected from Town units and deemed marketable must be recycled. A violation of this principle will subject the Contractor to possible default of the contract. Disposal of non-recyclable items collected (recycling residuals/ contaminants) which may be included in the recyclables, shall be the responsibility of the Contractor.
- g. Excluded from the definition of recycling materials are the following which the Contractor shall have no obligation to accept or process (herein the "excluded wastes"): any materials for which no market exists, radioactive, volatile, highly flammable, explosive, toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this contract. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency of jurisdiction. However, 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. The Town must be contacted when the Contractor finds such material.
- h. The Contractor should be prepared to display good faith effort to remove unacceptable recycling materials and materials that are not listed as recyclable and/or warn residents of the presence of unacceptable items. In the event the materials are left out in an incorrect manner for collection, 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.

The Town requests first time offenders receive a notice on their cart and removal of acceptable items only. If the Contractor consistently identifies a property placing unacceptable items for recycling, they must contact the Town to assist.

Each Bid shall include the following specific information in addition to the information required in the general Bid conditions:

- a. List of any recycling education materials or programs that may be made available to the Town to assist the Town in its efforts to increase the amount of material collected for recycling.

- b. Copy of current NYSDEC permit, including any conditions, for the operation of the MRF.

6.3.1 Collection of Recycling from Town issued carts

The Contractor agrees to collect all recycling in fully enclosed leak-proof modern packer-type trucks from all current and future parcels and municipal locations included in this Bid and haul municipal solid waste to a NYSDEC approved facility.

The Bidder Contractor shall specify instructions to Town participants for placement of refuse carts at the curbside consistent with collection methodologies. It will be the responsibility of the occupant of the residence/business to place the recycling carts at the curbside or streets edge for collection and to remove said containers from the curbside after collection is completed.

All emptied containers shall be return to the point of collection and off the driving surface in a manner that does not impede pedestrian or vehicular traffic. Contractors shall handle containers in a manner that prevents damage to the container and to reduce noise. Throwing or tossing of containers shall not be allowed. The Town will require residents to place only recycling in the provided containers and that the containers are to be used for only those materials designated.

6.3.2 Cost of Living Adjustment

The contract price 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 shall not be more than 2% in any year.

6.3.3 Occupancy Adjustments

The contract shall also be adjusted annually in accord with the changes in occupancy in the Town as determined by calculating Certificates of Occupancy issued by the Building Inspector of each respective Municipality, as further described in this contract, and reduced for covered parcels, demolitions or removal from the tax roll.

6.3.4 Recycling Risk Reward

Due to current recycling market conditions, the Town recognizes it may in the best interests of both parties entering into a mulit-year contract to agree to terms of a Risk/Reward Model. Such a model would consist of determining the average composition of the recycling stream based on local audits suggested by the hauler, multiplied by the total monthly tonnage collected. On a monthly basis, the Contractor will provide commodity values with proof from a local recycling index indicating the average commodity value to arrive at individual monthly values. The Sum of Value less the MRP

Processing Expense will determine if the municipality provides a payment to the contractor or if the contractor shall issue a payment to the municipality (which shall be deducted from the total monthly invoice).

APPENDIX "A"
RECYCLING COLLECTION STREET ROUTE

MONDAY GARBAGE – 6 ROUTE SYSTEM

ROUTE – 1

EMPORIUM
AURORA
ELDRED
GORDAN
ARCADE & BRADFORD
HARLEM (west side)
OLEAN & BELGIA
WENRO – FORRESTAL
DOOR – OSHAWA
EDSON & DUERSTEIN
SAVONA
MANHASSETT
INDIAN CHURCH (Harlem to city line)

ROUTE – 3

KIRKWOOD
COLUMBIA
CHAMBERLAIN
BURCH
WILDWOOD
WINEGAR – GRACE
WILLINK

ROUTE – 5

FLOHR
BELLWOOD
DELRAY
THORNDALE
GRAHAM (Harlem to Tindle)
TINDLE
FAIRFAX
MARLOW
LENOX
INNES
PAXFORD
LOXLEY
SENECA (Harlem to rr)

ROUTE – 2

WINCHESTER COMM. CHURCH
CLINTON CITY LINE (Kaisertown)
CLINTON (city line to Union & back)
FRENCH ROAD
EMPIRE DR.
UNION RD. (west side to Ind. ch.)
INTER & NORTH
SCHOOL ST. & JACK BERRY
DOSTER & KAUDERER
SOUTH AVE. & WEST
INDIA CHURCH & MANSPERGER
14 HOLY HELPERS
LAKESIDE SECTION

ROUTE – 4

CENTER ROAD
LIND
LYNDALE – CAMBRIDGE
BRIARHILL
BRIARWOOD
KELSEY
HARLEM (to N. Seneca)

ROUTE – 6

MINERAL SPRINGS (city line to ind. ch. & back)
DIRKSON
KLAS
GRAHAM (Harlem to Klas)
N. SENECA
STEPHENSON
BENSON
WICHITA
LUDWIG
SENECA ST. (city line to Harlem)

TUESDAY GARBAGE - 6 ROUTE SYSTEM

ROUTE - 1

BARNSDALE
KNOX
DORIS
LEXINGTON GREEN
LEO - FRANK - GREGORY
BRIAN LANE
UNION RD. (west side of Indian church to center)
ANSLEY
CENTerview DRIVE
CENTerview LANE
GREYMONT & SUMMIT (north of center)
WASHINGTON
WESTMINISTER
BIRCHWOOD
MEYER RD.

ROUTE - 3

HOLLAND & AVE. B
GREYMONT (south end)
BAYBERRY
WESTCLIFF
BONCROFT
CENTURY
HILLVIEW
MILTON
ARROWHEAD - WEST JR.
CAMPUS SECTION
FLORENCE - ROSE
EVELYN - LOUIS
CENTERPOINT

ROUTE - 5

POTTER RD. & N. COVINGTON
TUDOR & SLADE AVE.
O.P. ROAD (seneca to ridge back)
O.P. ROAD (west side of ridge to fisher)
PARKSIDE & SOUTHGATE
WEST WILLOWDALE & ST. DAVID
SINGER & EMERALD
SUNBRIAR
SENECA ST. (southside - ridge to union)

ROUTE - 2

HARLEM RD. (east side of ind. church to min. springs)

DWYER
N. COLLINS
COLLINS
BRADFORD & ARCADE
ROYAL COACH
DEER CHASE & CHAPEL
INDIAN CHURCH (harlem to rr & back)
BANGEL & MORGOTT
STEINER
CRESTHAVEN *MORGOTT RANGE*
GEORGE DR.
WINDTREE
BROOKEDGE

ROUTE - 4

TAMPA
WOODCREST (both ends)
BROOKSIDE (both ends)
ONONDAGA
DORRANCE
DUNDEE - DENSMORE
MARYON - EAGON
FERNALD
GREENWOOD
WEISNER
BOARDMAN
FISHER (off abbott)

ROUTE - 6

MAIN ST. (west of union to Seneca and back)

WOODLANE & IRIS
JASMINE & NEWELL
HILLCREST & HILLDALE
HIGHLAND & AVON
CLOVERSIDE DRIVE & CT.
SENECA (north side)
TOWN HALL
*UNION RD. WEST SIDE
CTR. TO SENECA*

WEDNESDAY GARBAGE – 6 ROUTE SYSTEM

ROUTE - 1

CALDWELL
CHANCELLOR
BERNADETTE
LEOCREST
FIELDCREST
PACECREST
WALTERCREST
NEUBAUER
NANCYCREST
ANGELACREST
MARYCREST
CAMPBELL
NORTH DR. (off fisher)

ROUTE - 3

BERG RD.
SCHAEFER
NORMA & SHIRLEY
PELLMAN
HERITAGE FARM SECT.
LAURELTON
CRANWOOD
MARLIN
WEST CRANWOOD
SUBURBAN CT.

ROUTE - 5

MILL RD. (E & W to Reserve and back)
WOODMAR – LARKWOOD
GREEN BRANCH – CARDINAL
BEECHWOOD
PINE TREE & PINE VALLEY
HEATHER HILL
PAMELA & THERESA
MOLNAR
OAKHILL & HEMLOCK
MICHAEL RD. (north side – south of Union)

ROUTE - 2

RIDGE RD. (both sides – O.P. rd to lack. line)
HILBERT
COVINGTON
FISHER RD. (both sides)
LANGER
MOSSIDE LOOP
EAST & WEST RD. (both sides – Union to O.P.)
ELMSFORD
O.P. ROAD (E&W to Ridge - east side)
CIRCLE END
COVE HOLLOW
COVE CREEK

ROUTE - 4

UNION RD. (west side to Michael rd.)
PARKLANE & GERVIN
RESERVE (Union to O.P. and back)
TIMOTHY CT.
DAUER
ROLLING HILLS
WESTGATE
DENNYBROOK
TOBEY HILLS SECT.

ROUTE - 6

O.P. ROAD (west side – Fisher to town line)
SUNSET SECTION
ALLENDAL ROAD
DOVER & GREENMEADOW
O.P. ROAD (town line to E&W road)
CROWNLAND
MARILYN & THOMAS
PATRICIA
CHRISTOPHER
ALLENDAL SCHOOL

THURSDAY GARBAGE – 6 ROUTE SYSTEM

ROUTE - 1

CENTER RD. (Union to Lein and back)
SKY HI
QUEENS SECTION
ROBIN & LORRY
REBECCA WAY
GANA CT.
LENA CT.
DIANE CT.
LEIN RD.
EAST CENTER
PARTRIDGE
FREEMONT (north of Center)
ALMONT (north of Center)

ROUTE - 3

SENECA CREEK (Union to Creekview and back)
CREEKVIEW & PLEASANTVIEW
CINDY & CRYSTAL
PETER CIRCLE – CAM CT. – TOMMIE
HENRIETTA & RACE & FRONTERA
SUMMIT (Union to Warren)
SUMMITT MEADOWS
DUTCHESS & PRINCESS
CATHEDRAL
OSGOOD
WARREN (north of Center)

ROUTE - 5

GARDENVILLE SECTION
UNION RD. (Seneca Creek to Cheek.)
MAPLEWOOD
MEADOW
FORREST
LOWELL LANE
NORTHWOOD
TERRACE & MOHAWK
HYLAND
ST. JUDE
LINDER
CLINTON (Union to Bosse and back)

ROUTE - 2

N. AMERICA & RANSIER
MAIN ST. (Union to East and back)
EAST AVE.
EHINGER – MILLER – ROOSEVELT
WALNUT
IDLEWOOD & BRANTWOOD
NORWOOD
KLINK & S. WARREN
SUNNYSIDE & CAROL
SHERWOOD CT. AND SHERWOOD LN.
WARREN (south of Center)
ALMONT (south of Center)
UNION (Rt. 400 to Seneca Creek)

ROUTE - 4

CLINTON ST. (Bosse to Transit and back)
BORDEN (Clinton to town line)
ELM
ANNETTE & KATHY
ST. JUDE
HUNTINGTON
BROADWAY & PEARL
WILSON & CHESTNUT
DIANE
SHARON & COUNTRY
FRENCH LEA
BOSSE SECT.

ROUTE - 6

SENECA CREEK (Creekview to Transit and back)
LEIN
SCHULTZ
LARSON
BROOKWOOD
LILLIS LANE
MEADOWDALE
CRYSTAL TREE & CRYSTAL RIDGE
WEATHERSTONE SECT.
TRANSIT (townline to Bullis)
DYKE
BLOSSOM
BORDEN

FRIDAY GARBAGE – 6 ROUTE SYSTEM

ROUTE - 1

CAMELOT SECTION
COLONIAL MANOR
VILLA MARIA
OAKBROOKE
NORTHRIDGE
SOUTHRIDGE
CROFTON
TANGLEWOOD
GLENMAR
CARLA LANE

ROUTE - 3

LEYDECKER
SUNRISE
VALLEY
FAWN TRAIL
GARRY
DEER PATH
ROYCROFT
NAPLES
WESTWOOD
VERMONT & COLLEEN
CARRIAGE PARK
NINA HEIGHTS

ROUTE - 5

SENECA ST. (Union to Transit and back)
PINWOOD
BULLIS (Seneca St. end)
CONSTITUTION
FREEDOM
LIBERTY
CENTENNIAL
WINDSPEAR
TRANSIT (Bullis to Angle)
BULLIS (Transit Rd. end)
RESERVE (off Transit)

ROUTE - 2

UNION (east side to Seneca)
RESERVE (both sides)
E & W ROAD (Union to Leydecker)
GREENHILL
HILLTOP
ANGLE & KELLYBROOK
TAYLOR
CONNOR & CONNOR CT.
JOHN ALEX DRIVE
TOWN HALL

ROUTE - 4

MILL (Main to Seneca) Q of H
EBENEZER – AMANA – GARDEN
SOUTHWOOD
WILLOWDALE
CREEKWARD
EASTWOOD
HI-VIEW
TREEHAVEN & ALMA
SIBLEY & BLAIR
NEW WOODWARD SECT.
UNION RD. (east side – Seneca to rt. 400)

ROUTE - 6

MILL RD. (Seneca to E & W and back)
OLD WOODWARD SECT.
ROSEWOOD & BRIANWOOD
REYNOLDS
AZALIA
WEDGEWOOD
EAST & WEST BIHRWOOD
TRACY LYNN & LISA ANN
CARMELITE
PHYLLIS & BERNICE
ROLLING WOODS

APPENDIX "B"
TOWN OF WEST SENECA RECYCLING COLLECTION DATA

2015: 4,024.56 tons of material collected

2016: 4,094.95 tons of material collected

2017: 4,125.62 tons of material collected

APPENDIX "C"
RECYCLABLE ITEMS LIST

Paper Products:

- Newspaper
- Cardboard
- Magazines/Catalogs/Printed Advertisements
- Paperback books
- Junk mail, office (computer) paper, shredded paper
- Phone Books
- Kraft paper products (paper bags, paper egg cartons, cup holders, etc.)
- Boxboard/Paperboard (cereal boxes, shoe boxes, food packaging boxes)

Household Metals:

- Metal food and beverage containers
- Food and beverage containers

Glass

- Clear, brown and green glass food and beverage containers.

Plastic

- Household/Domestic with small mouth (screw top) plastic products

Please separately list exclusions to list above and document additional materials offered for collection.

APPENDIX "D"
PRICING WORKSHEET

PART A – COLLECTION OF RECYCLABLES

Provide curbside collection of source separated recyclables weekly (Monday through Friday), collected from all eligible participants located within the Town of West Seneca. Contractor agrees to collect acceptable material in Town provided cart(s) in either 65- or 95-gallon capacity. The Contractor is required to follow the existing collection routes within the Town.

A list of Streets and collection routes can be found in Appendix A. The Contractor is required to provide routing that best suits their operational efficiencies and eliminates conflicts with Town of West Seneca's solid waste collection operations.

Per unit cost to collect material collected weekly: \$ _____ per unit

Annual cost based on 16,500 units served: \$ _____ annually

Option 1

Provide curbside collection of source separated recyclables **Every Other** week (Monday through Friday), collected from all eligible participants located within the Town of West Seneca. Contractor agrees to collect acceptable material in Town provided cart(s) in either 65- or 95-gallon capacity. The Contractor is required to follow the existing collection routes within the Town.

A list of Streets and collection routes can be found in Appendix A. The Contractor is required to provide routing that best suits their operational efficiencies and eliminates conflicts with Town of West Seneca's solid waste collection operations.

Per unit cost to collect material collected bi-weekly: \$ _____ per unit

Annual cost based on 16,500 units served: \$ _____ annually

PART B – PROCESSING OF RECYCLABLES

Processing Fee Per Ton (year one): \$ _____ per ton

Option 1 - Recycling Risk Reward

On a monthly basis, the Contractor will provide commodity values with proof from a local recycling index indicating the average commodity value to arrive at individual monthly values. The Sum of Value less the MRP Processing Expense will determine if the municipality provides a payment to the contractor or if the contractor shall issue a payment to the municipality (which shall be deducted from the total monthly invoice).

Processing Fee Per Ton (year one):

\$_____ per ton

Commodity	Pricing Index	Current Composition %	Market Value/Ton	Values (based on composition % and 348 monthly tons
Mixed Paper (All other paper)				
OCC (Cardboard)				
Natural HDPE (Plastic #2)				
Color HDPE Plastic #2)				
PET (Plastic #1)				
Mixed Plastics				
Steel/Tin Cans				
Aluminum Beverage Cans				
Glass				
Total Material Value=				
Facility Processing Fee=				
Total cost/rebate per ton=				

Please include any residual allowance and provide any fees which may attributed to the Town for residual above allowance.

APPENDIX "E"
STATEMENT OF NON-COLLUSION

Pursuant to Chapter 675
Laws of 1966

By submission of the proposal, each contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint response that 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 proposal 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 contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to the opening, directly or indirectly, to any other contractor or to any competitor, and;
3. No attempt has been made or will be made by the contractor to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Officer

Title of Officer

Date

APPENDIX "F"
IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). 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 this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the 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 New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: : _____

APPENDIX "G"
PREVAILING WAGE SCHEDULE

This bid is subject to Article 9 Building Services Prevailing Wage Schedule and Bidders agree that they will comply with NYS Labor Law Section 230 et seq. Bidders are required to pay wages and benefits to the workers performing services under this contract no less than the minimum prescribed by the New York State Department of Labor for the specific crafts used in the area where the work is performed. The Contractor shall pay Prevailing Wages in accordance with Prevailing Rate Case Number (PRC# 2018901303 - Collect/Process Recyclables) .



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

John Jeremiah Fenz

John Fenz, Town Attorney
1250 Union Road
West Seneca NY 14224

Schedule Year 2018 through 2019
Date Requested 12/04/2018
PRC# 2018901303

Location West Seneca
Project ID# Recyc 2019
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2018 through June 2019. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national 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 (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor



Roberta Reardon, Commissioner

John Jeremiah Fenz

John Fenz, Town Attorney
1250 Union Road
West Seneca NY 14224

Schedule Year 2018 through 2019
Date Requested 12/04/2018
PRC# 2018901303

Location West Seneca
Project ID# Recyc 2019
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), **MUST** be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Erie County Article 9

Trash and Refuse Removal

12/01/2018

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per Hour:

07/01/2018

Trash, Recycling,
Roll-Off and
Brush Drivers

\$ 15.50

Thrower Helper

\$ 11.50

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2018

Single

\$4.11*

Employee and Child

7.78*

Employee and Spouse

8.38*

Family

12.07*

* Applies the 1st of the month after 30 days of service.

Vacation pay:

After one year of service: 5 days per year

After four years of service: 10 days per year

After nine years of service: 15 days per year

4 Personal days after 90 days of service.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

10-317

Trash and Refuse Removal

12/01/2018

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

For use with Transfer Station Operation.

Per hour:	07/01/2018
Indus. Truck Driver/Tractor Operator	\$ 20.58
Laborer/ non-construction	\$ 15.20
Conveyor operators and tenders	\$ 20.04
Weighers/Measurers	\$ 12.66

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.00

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020

APPENDIX "H"
AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the Town of West Seneca to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition, pregnancy-related conditions or carrier status.

The Town of West Seneca is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities. It is the policy of the Town of West Seneca to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed. Further, it is the policy of the Town to provide reasonable accommodation for religious observers.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions.