



Telephone: 716-286-4371  
Fax: 716-286-4337

**CITY OF NIAGARA FALLS, NEW YORK**  
**DIVISION OF PURCHASING**  
**City Hall Room 17**  
**745 Main Street**  
**Niagara falls, NY 14302-0069**

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**BID#2014-09**

**Time**

**Date**

**1:00 P.M.**

**Thursday, March 27, 2014**

**FOR: Purchase and Delivery of Refuse and Recycling Carts**

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**Request for Bids shall be submitted to:**

**CITY OF NIAGARA FALLS, NEW YORK**  
**DIVISION OF PURCHASING**  
**City Hall Room 17**  
**745 Main Street**  
**PO Box 69**  
**Niagara Falls, NY 14302-0069**

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at [www.niagarafallsusa.org](http://www.niagarafallsusa.org) (Purchasing link from the "Departments" tab). Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have e obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

Bids received after the date and time designated for openings will not be considered. Facsimile or electronically mailed proposals are not acceptable and will be rejected.

The envelope containing the bid must be sealed and clearly marked with the Bid Number, Company Name and Address. Failure to do this may necessitate the premature opening of the Bid which may compromise its confidentiality.

Bids must be submitted on the forms enclosed unless otherwise stated.

The SECTION MARKED "BIDDERS CERTIFICATION" MUST BE COMPLETELY FILLED IN WITH INK OR TYPEWRITER, CLEARLY LEGIBLE AND MUST BE SIGNED AND DATED WITH INK. FAILURE TO DO THIS MAY RESULT IN REJECTION.

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provision of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

**Instructions to Bidders:**

1. The City reserves the right to accept this bid by items, or as whole, or to reject any or all bids or waive informalities. In case of error in the extension of prices in bid, the unit price will govern.
2. All bids must be accompanied by the requisite Bid Bond IF SO STATED IN THE SPECIFICATIONS.
3. Provision of any required Performance Bond is the responsibility of the bidder.
4. All bids are subject to delivery as stated herein and must state when delivery can be made.
5. If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution and give a complete description of articles so offered, explain the difference between specifications and offering, size, gauge, weight, etc., otherwise it will be assumed that the bid is based on the grade or brand specified.
6. Bids are to be shown NET/ Cash discounts are to be stated, if any.
7. Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Division when required.
8. The City of Niagara Falls, New York will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the City in the solicitation or contract. Any fuel charges added and not authorized by the City will be deleted from any payments made to the vendor.

**BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITION AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

**NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)**

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements containing in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidders as well as to the person signing on its behalf;
- e) The attached hereto (if a corporate bidder) is a certified copy or resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

**BIDDER'S CERTIFICATION**

**We, the undersigned, herewith propose and agree to furnish to the City of Niagara Falls, NY any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Instruction to Bidders, Specifications, Conditions and other related Formal Quotation Documents.**

**The undersigned bidder certifies to having read these Specifications, Conditions, and other related Formal Documents and offers to furnish the articles specified to the City fo Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and a the prices stated.**

**Company Name:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Authorized Contact:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## **Specific Conditions**

**The City of Niagara Falls is requesting Bids for the purchase of universal roll-out carts to be used for refuse and recycling and an alternate bid for Inventory Tracking.**

1. Submission of Bids- *Bids must be made on the forms provided. No changes shall be made in the terminology of this bid document or in the items mentioned therein.*
2. Quantities- *Quantities listed are on a more or less basis of what the City anticipates purchasing*
3. Bid Bond- *Each bid must include a bid bond or certified check payable to the "City Controller" in the amount of not less than 5% of the total amount of the bid.*
4. Performance Bond- *A Performance Bond will be required of the successful bidder in form and substance with sureties approved by the City Corporation Counsel in the amount of One Hundred Percent (100%) of the total amount of the bid.*
5. Subletting- *The Contractor is prohibited by law from assigning or sub-contracting the contract without previous consent of the City of Niagara Falls, NY pursuant to Section 109 of the General Municipal Law, and bidder agrees to comply with all provisions of the New York State Law pertaining to public contractors.*
6. Execution of Contract- *The successful bidder will be required to execute a contract and to comply in all respects with the statutory provisions relating to the contract within ten (10) days after the execution date of the Contract by the City of Niagara Falls, NY.*
7. Insurance Requirements- *The successful bidder will be required to submit an Insurance Certificate which complies with the attached "City of Niagara Falls Standard Insurance Certificate".*

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## 1.0 DEFINITIONS

- 1.1 Bulk Solid Waste** – Solid Waste which is too large or too heavy to place inside City issued Refuse Cart. The term includes discarded small household furniture, bedding and mattresses, hot-water tanks, carpet, etc. This will also include Large Appliances to include stoves, dishwashers, dryers, washing machines, scrap metal and other large appliances. This term DOES NOT include air-conditioners, refrigerators, microwave-emitted equipment, microwave ovens and regulated material.
- 1.2 City of Niagara Falls, New York “City”** – is a municipal corporation incorporated pursuant to the laws of the State of New York.
- 1.3 City Issued Container** - A roll-away (wheeled) refuse cart issued by the City to property owners or their representatives, capable of semi-automated and/or automated refuse collection, for the sole purpose of storage, collection and disposal of source-separated solid waste.
- 1.4 City User** – A person who is a legal resident of the City and who subscribes to CITY Refuse and Recycling Program.
- 1.5 Commencement Date** – April 14, 2014 through April 14, 2024.
- 1.6 Commercial Refuse** – waste originating in and around commercial establishments, industrial establishments and institutions.
- 1.7 Commercial Refuse Management** – the purposeful, systematic control of the generation, separation, storage, collection, processing and disposal of commercial and institutional waste.
- 1.8 Commercial/Industrial User** – Any producers of solid waste other than single, double or multi-family producer, including businesses, schools, churches, post offices, restaurants, governmental properties, institutional properties, parking lots, parking garages and parking ramps.
- 1.9 Commingled Recyclables** – mixed recyclable materials separated from MSW at the point of generation.
- 1.10 Composting** – a controlled microbial degradation of organic waste yielding a nuisance-free product of potential value as a soil conditioner.
- 1.11 Construction Waste** - Waste resulting from the commercial operations of persons, firms or corporations engaging in the construction, reconstruction, demolition, excavation or repair of buildings, property or streets.
- 1.12 Curbside Collection** – collection at individual households or commercial buildings by municipal or private haulers, for subsequent transport to management facility.
- 1.13 Default Service** – Residents and individual apartment units will receive the following containers.
- 1.13.a Single Family: one (1)-65 gallon refuse cart and one (1)-96 gallon recycling cart
  - 1.13.b Double Family: two (2)-65 gallon refuse carts and two (2)-96 gallon recycling carts
  - 1.13.c Triple Family: three (3)-65 gallon refuse carts three (3)-96 gallon recycling carts
  - 1.13.d Multi-Residential (not to exceed five (5) units): four (4)-64 gallon refuse carts and two (2) 96-gallon recycling carts.

- 1.14 Double Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with two dwelling units.
- 1.15 Contractor’s Facility** – the structures, land and other improvements on the land, used for treating, sorting, or disposing of waste. A facility may consist of several treatment, storage, or disposal operational units.
- 1.16 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 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.
- 1.17 Hazardous Materials** – a solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or presents a significant threat to human health and/or the environment when improperly treated, stored, transported, disposed or otherwise managed. From a regulatory standpoint hazardous waste is defined on a basis of regulations in the Resource Conservation and Recovery Act administered by the USEPA.
- 1.18 Industrial Waste** – any and all residue resulting directly from industrial or manufacturing operations. It shall not include refuse origination from office operations or an industrial establishment, nor shall it include refuse resulting from the commercial operations of persons, firms or corporations engaged in the construction of buildings, the repair of streets and buildings, demolition or excavation. Residue or waste resulting from tree or landscaping services shall also be excluded.
- 1.19 Integrated Waste Management** – coordinated use of a hierarchy of management methods, including recycling, composting, incineration and land filling.
- 1.20 Landscape Waste** – all accumulations of grass or shrubbery cuttings, leaves, tree branches, and other materials accumulated as the result of the care of the lawn, shrubbery, vines and trees.
- 1.21 Materials Recovery Facility (MRF)** – a materials recovery facility.
- 1.22 Multi-residential User** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with four (4) or more dwelling units not exceeding six (6) units.
- 1.23 Proposal** – shall mean a document submitted in response to this Bid Request.
- 1.24 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.
- 1.25 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.
- 1.26 Recycling Container** – a bin, roll-away cart or other container set at curbside, supplied by the

CITY or designee of the CITY, for use by waste generators within the CITY, which is readily identifiable by a hauler as a container for recyclable materials. Containers supplied by the CITY designee shall be used exclusively for the storage and collection of recyclables pursuant to a city-sponsored recycling program and such containers shall, at all times, remain the property of the CITY.

**1.27 Refuse** – solid waste generated at residences, commercial establishments and institutions. Means garbage, refuse or other waste and other material resulting from residential dwellings or establishments and existing public areas which are not defined as RECYCLABLES or LANDSCAPE WASTE.

**1.27.A** Excluded from the definition of refuse (municipal solid waste) are the following which the Contractor shall have no obligation to accept or process (herein the “excluded wastes”): any 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 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 CITY must be contacted if the Contractor finds such material.

**1.28 Refuse Cart** – see CITY Issued Container.

**1.29 Residential User** – a person who owns or occupies any improved parcel of land in the CITY which is designed for or occupied by a residential use with three or fewer dwelling units. This term includes, but is not limited to vacant lots and two residential structures on one parcel.

**1.30 Residential Building Refuse** – any and all refuse or residue resulting from building construction, reconstruction, repair or demolition or other incidental work in connection with any premises; or from replacement of building equipment or appliances, which work is performed by the owner or resident. Blend with CONSTRUCTION WASTE: Waste resulting from the commercial operations of persons, firms or corporations engaging in the construction, reconstruction, demolition, excavation or repair of buildings, property or streets.

**1.31 Respondent Contractor** – an entity that specializes in recycling, commercial and residential waste removal, sanitation for residential, commercial, industrial and municipal customers.

**1.32 Separate and Additional Collection Service** – residents desirous of disposing of quantities of refuse may separately contract with CITY approved hauler using additional container service rates included in this DRFP.

**1.33 Single Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with one family dwelling unit.

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

**1.35 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.

- 1.36 Transfer Station** – A location where certain types of waste can be temporarily stored prior to ultimate disposal.
- 1.37 Triple Family Parcel** – a person who owns or occupies and improved parcel of land in the CITY which is designated for or occupied by a residential use with three dwellings.
- 1.38 Waste Reduction Program** – programs designed to reduce the volume of solid waste, to enhance reclamation and recovery of solid waste or recyclables otherwise destined for the municipal waste stream, and includes recycling programs; changes to the packaging portion of the waste stream to reduce solid waste generated; and activities and enterprises of scrap dealers.
- 1.39 Yard Waste** – compost material, organic yard and garden waste, grass clippings and brush. This term does not include regulated material.

## **2.0 GENERAL PROPOSAL CONDITIONS**

Each bidder is required to submit a full specification for the containers offered, statement of availability of spare parts, and description of the terms of a required ten-year warranty. Bidders must supply complete technical data on the particular container being bid on and a detailed user's list of exactly the same make and model of the cart which the City may use for references regarding the quality of products and service records of the manufacturer, with each bid. The City of Niagara Falls is requesting responses on or by 1:00pm on Thursday March 27, 2014.

The product being bid must have been in regular service for a minimum of three years and have been in regular service in at least five communities that required 10,000 or more carts. Bidders shall complete the specification checklist (Appendix A) with a check mark if the item bid is exactly as specified. If an item is left blank, it is assumed that the bidder cannot meet the specifications and may cause rejection of the bid. By checking "NO", the bidder states that the product does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraphs and explained in detail on a separate page titled "Exceptions". If the City determines by any means that exceptions exist which were not identified on such list, then that bid may be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated.

The award will be based on a unit price per cart and overall requirements to bid specifications. Contract will be in effect for ten years, for both containers and replacement parts. If during the term of the contract entered into as a result of this bid, the cost of material(s) is/are increased through no act on the part of the contractor, other than to comply with any prevailing rise in the Market Price(s) of material(s) used, it shall be the Contractor's responsibility to notify the City in writing of the cost increase(s). Prices shall be increased only to the point of absorbing additional costs of material paid for by the Contractor. Adjustments to the bid price are only allowed in six month intervals from the date of bid acceptance. At any time during the term of the contract, the City may request that the Contractor provide written documentation from the manufacturer/supplier of the materials to substantiate price increases relative to the prevailing Market Price.

### **2.1 Period of Validity**

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

### **2.2 Responses Required**

All proposers must respond to all general proposal and specific condition sections.

### **2.3 City Point of Contact**

The City's point of contact for this proposal shall be Shirley Bernat, City of Niagara Falls Director of Purchasing, [Shirley.bernat@niagarafallsny.gov](mailto:Shirley.bernat@niagarafallsny.gov).

### **2.4 Correspondence**

All communications concerning the Bid Specifications must be submitted in writing to the City of Niagara Falls via e-mail to Shirley Bernat at [Shirley.bernat@niagarafallsny.gov](mailto:Shirley.bernat@niagarafallsny.gov). Only written questions submitted via email will be accepted. No responses other than written responses distributed by the City of Niagara Falls will be binding upon City of Niagara Falls. Questions will be answered in writing and sent via e-mail to those requesting correspondence.

### **2.5 Final Bid Proposals**

At the time of opening on March 27th at 1:00pm, a copy of Appendix B: Pricing Worksheet will be read out loud.

### **2.6 Award of Contract**

The City Administrator and review committee will review each proposal and present recommendations to the City Council on Monday April 14, 2014, at which time the City Council may award the Contract. The City

reserves the right to modify the schedule to award the Contract.

## **2.7 Insurance Requirement**

The Successful Bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. Successful Bidder shall furnish to the City of Niagara Falls proof of proper insurance naming the City of Niagara Falls as a named insured covering workers compensation for all operations performed by him or his sub-contractors under a subsequent agreement. Successful Bidder shall also furnish to the City of Niagara Falls proof of proper insurance naming the City of Niagara Falls 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 City of Niagara Falls must be submitted thereto prior to commencement of any activities under the subsequent agreement.

Upon execution of this Agreement, and prior to Successful Bidder's commencing services with regard to the Bid Specifications, Successful Bidder shall carry commercial general liability insurance and shall provide a Certificate of Insurance and Additional Insured and \$ 2 million in the aggregate coverage naming the City 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 subcontractors, 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 Successful Bidder or Subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the City. 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 City 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 City in relation to the Project.

Each Certificate of Insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of Successful Bidder's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Successful Bidder shall supply 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 City as set forth above.

Additionally and prior to commencement of the Work, the Successful Bidder shall provide the City with a Certificate of Insurance showing liability insurance coverage for Successful Bidder and any employees, agents, or Subcontractors of Successful Bidder 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 City. 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 Successful Bidder 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.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident, and \$2 million in the aggregate.

Waiver of Subrogation: Successful Bidder shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the City 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, Successful Bidder 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).

## **2.8 Indemnification**

The work performed by Successful Bidder shall be at the risk of Successful Bidder exclusively. To the fullest extent permitted by law, Successful Bidder shall indemnify, defend (at Successful Bidder sole expense) and hold harmless the City of Niagara Falls, its representatives, members, designees, officers, directors, employees agents, successors, and assigns (“Indemnified Parties”), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any 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 Successful Bidder or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Successful Bidder, 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. Successful Bidder shall not be obligated to indemnify and defend the City of Niagara Falls for claims found to be due to the sole negligence or willful misconduct of Indemnified parties.

Successful Bidder’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.

## **2.9 Performance Bond**

Successful Bidder shall, within ten (10) days after the receipt of the Notice of Award, furnish the City of Niagara Falls 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 Successful Bidder of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by Successful Bidder 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 Successful Bidder. 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, Successful Bidder 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 City of Niagara Falls. The premiums on such Bond shall be paid by Successful Bidder. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Niagara Falls.

## **2.10 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 probably 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 duration than is 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.

### **2.11 Subcontract**

The Successful Bidder 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 City of Niagara Falls, 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 Successful Bidder. The City of Niagara Falls shall not unreasonably withhold such written consent.

### **2.12 Termination**

Unless otherwise provided by applicable statute, rule, or regulation, the City of Niagara Falls may terminate this agreement, and all liability of the City of Niagara Falls under this agreement shall cease, and the City of Niagara Falls shall be free to enter into recycling arrangements or agreements with outside contractors and to bring action on the performance bond(s), if

- a. The Successful Bidder is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- b. A receiver or liquidator is appointed for Successful Bidder 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 Successful Bidder refuses or fails to prosecute the work or any part thereof with due diligence; or
- d. The Successful Bidder refuses or fails to comply with all applicable laws or ordinances; or
- e. The Successful Bidder is guilty of a substantial violation of any provisions of this contract.

### **2.13 Regulatory Compliance**

The Successful Bidder, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Successful Bidder with respect to the Successful Bidder's operations. Successful Bidder, 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. The Successful Bidder shall agree to indemnify and hold the City harmless for any damages resulting from a violation of this provision, which shall be in addition to the indemnification provisions on page 9 of this document.

### **2.14 Information Provided by the City**

The City makes no guarantee on any of the estimates contained in the Bid Specifications and provides this data for informational purposes only. The Successful Bidder is expected to conduct their own investigations and research of relevant information used to develop their proposals. The Successful Bidder shall make no claims against the City as a result of estimates or projections used herein, statements, or interpretation of data by City staff or its agents.

## **2.15 Cost and Expenses of Offers**

The City accepts no liability under any circumstances for any cost or expenses incurred by Successful Bidder in acquiring, clarifying, or responding to any condition, request, or standard contained in this Bid Proposal.

## **2.16 Cancellation or modification of Bid Proposal and rejection of any and all proposals**

The City shall accept all proposals that are submitted properly but reserves the right to accept or reject in whole any of the proposals submitted. The City, however, reserves the right to request clarification or corrections to proposals. The City reserves the right to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. The unreasonable failure of a respondent to promptly supply information in connection with such a request may be grounds for a determination of non-responsiveness. If there is any disagreement or discrepancy between this Bid Specification and any supplemental or amendment, the most recent supplement shall govern.

## **2.17 Ownership and Disclosure**

Proposals received in response to this Bid Proposal will be retained by the City, 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 City.

## **2.18 Additional Comments**

The Successful Bidder agrees that if they are awarded this contract, they will enter into a formal agreement drafted by the City of Niagara Falls and approved by the Successful Bidder in conformance with the Bid Specification documents and proposal.

The Successful Bidder is advised that the subsequent agreement(s) resultant of this bid will have an initial term of ten (10) years from the date of mutual written consent between the City of Niagara Falls and Successful Bidder. Notification in writing of the option to extend the agreement must be given to the Successful Bidder on or before ninety (90) days prior to the extension period.

The failure of the City of Niagara Falls at any time to require performance by the Successful Bidder of any provisions hereof, shall in no way affect the right of the City of Niagara Falls to hereafter to enforce same. Nor shall a waiver by the City of Niagara Falls 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.

## **2.19 Applicable Laws**

This Bid Specification 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 Specifications are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or interpretation of the Bid Specifications. No waiver by a party of any breach of any provision of the Bid 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 this Bid Specifications 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 Niagara County, New York.

**3.0 SPECIFIC PROPOSAL CONDITIONS**

**3.1 Timeline**

The distribution of carts shall occur, phased in based on daily collection route over a period of five (5) weeks, or in a timeframe mutually agreed upon. If the timeline presented below is not conducive to manufacturing and delivery schedules, please submit an alternate delivery timeline reflective of a phase in.

<u>Proposed Date</u>	<u>Action</u>
February 14, 2014.....	Notice published and Bid Specifications available
March 27, 2014.....	Bid Requests Due (1:00pm)
April 14, 2014.....	Award Contract
April 28, 2014.....	Place Purchase Order for Carts
June 2014.....	Commence Cart Delivery
July 25, 2014.....	Conclude Cart Delivery
August 1, 2014.....	Bidder submit populated Delivery Database to City

**3.2 Eligible Program Participants**

The City of Niagara Falls is seeking to provide both refuse and recycling carts to residents, which are capable of fully automated and/or semi-automated collection for the sole purpose of the storage and collection of solid waste and recycling within the City. The City will provide, upon the completion of a contract and purchase order, an electronic (Microsoft Excel) database consisting of each parcel in the City that is to receive Refuse and Recycling Carts.

<b>TABLE 3.1: ESTIMATED PARCELS</b>	
	<b>City of Niagara Falls</b>
Single Family Units	13,729
Double Family Units	2,548
Triple Family Units	396
Multiresidential Units (sum of >4 and <6 units)	200
Commercial	682

A list of eligible parcel types and available options is included below. The City will provide, to the successful bidder, a complete list of each city parcel by property type as Appendix G (electronically).

The following summarizes the variable-cart size options the City anticipates providing to all property owners;

- a. Single Family Parcels: property owners will receive one (1) 64-gallon refuse container and one (1) 96-gallon recycling container
- b. Double Family Parcels: property owners will receive two (2) 64-gallon refuse containers and one (1) 96-gallon recycling container.
- c. Triple Family Parcels: property owners will receive three (3) 64-gallon refuse containers and three (3) 96-gallon recycling containers.

- d. Quad Family Parcels: property owners will receive four (4) 64-gallon refuse containers and two (2) 96-gallon recycling containers.
- e. Five Family Parcels: property owners will receive four (4) 64-gallon refuse containers and two (2) 96-gallon recycling containers.
- f. Commercial/Industrial/Institutional Parcels: property owners will each receive two (2) 64-gallon refuse containers and one (1) 96-gallon recycling container.

**3.3 Refuse and Recycling Carts**

The City anticipates ordering 64-gallon refuse carts and 96-gallon recycling carts to distribute to residents. The approximate quantity of each cart size and type is included in Table 3.2.

<b>Table 3.2: Estimated Number of Carts</b>	
<b>Cart Size/Type</b>	<b>Quantity</b>
64-gallon Recycling	23,000
96-gallon Recycling	22,000

Each wheeled rollout container shall consist of a body, lid, wheels, axle, lift bar and necessary accessories. The wheeled refuse container shall be provided with an adequate handle and wheels so that it can be pushed or pulled with little effort. The wheeled containers shall be designed to contain materials including garbage and rubbish/refuse. Container specifications for both 64 and 96-gallon capacity carts are included below:

- 1. All containers shall be manufactured utilizing the injection molding process.
- 2. The carts shall be compatible with American semi-automated lifted (ANSI type B) and automated arm lifters (ANSI type G) and meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for Type B/G Containers.
- 3. Bidder must provide capacity of 64 and 96 gallons (+/- 1%) and include independent, certified test results in accordance with ANSI Z245.60-2008.
- 4. Container load ratings shall comply with ANSI standard Z245.60-2008 and meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.
- 5. The plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. The bidder must submit a technical data sheet for the resin producer.
  - a. Carts shall be manufactured using a minimum of 30% post-consumer resin.
  - b. Cart and lid shall be 100% recyclable
  - c. Plastic resin must be enhanced with color pigment and UV inhibitor to prevent color fading and ultraviolet light damage for 10 years.
- 6. Minimum wall thickness of the body shall be 0.175 inch throughout the body of the container. The thickness of the containers critical wear points (cart bottom, handle, etc.) must be no less than 0.185 inch.
- 7. Container must be designed with two integrally molded wear ridges on the container bottom to protect the bottom from abrasion. Add-on pads that require replacement are not acceptable.

8. An integrally molded reinforced upper “pouch” and a rotating non-plastic front catch bar shall be the only acceptable method of attachment to the refuse vehicle cart dumper system. Bolted metal frames are not acceptable. The catch bar must be a minimum of ¾ inch diameter protruded composite bar and should have a one way mounting feature.
9. Container body interior and exterior surfaces should be smooth. The external and interior surface should be free of shrink holes, cracks, blow holes, and webs. The interior should be free of crevices and recesses where refuse could become trapped, thus preventing complete emptying of the contents. The top rim of the container body should be reinforced with a rib that extends around the entire perimeter. The rim should have a structural grid for extra support, which will add stability to the container and provides a flat surface for the lid. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart. The handles should be integrally molded into the container body at the top of the rim.
10. The color of the cart body and lid for all cart sizes shall be determined at a later date based on manufacturer’s standard colors. The City expects a uniform single color for Refuse Cart body and lid and the same color body for Recycle Carts with alternate color lid.
11. Axle shall have a minimum 5/8” diameter and be approximately 23” long and is to be manufactured from alloy steel that has been coated with zinc plating to prevent rust and to be mounted on the cart body through axle fittings that are integrally molded as part of the body providing permanently lubricated bearing surfaces. The axle mounts and lower attachment point must be sealed to prevent leakage.
12. Wheels shall be a minimum of 10 inches in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheels are to be slightly recessed into the container body.
  - a. Wheel axel must be a minimum of .844 inch diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of four integrally molded journals in the cart body. Axels shall not be exposed to the internal cart body.
13. The containers shall be stable and self-balancing when in the upright position either loaded or empty. Containers shall remain upright when empty with the lid open in winds blowing at a minimum 35 miles per hour.
14. Lid should be one piece construction molded polyethylene, minimum thickness to be 0.140 inch. The lid must be domed to facilitate water runoff. Lid should be attached to cart body with four or more hinge pin points along the rear edge of the cart body. Metal hinges are not acceptable. The lid shall be able to rotate 270 degrees. The lid, when closed, shall be able to rest on the top rim with a minimum ½” overlap of the container body to allow for a secure tight fit around the entire perimeter between the lid and cart body, to prevent rain, insects, and vermin from entering the container. Odors shall be contained when lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering.
  - a. The lid and container, when empty, shall be able to withstand high winds without tipping over or causing lid to open.
  - b. The lid must incorporate an integrally molded 1.0 inch diameter handle so that the lid may be raised by hand without coming into contact with the bottom edge of the lid. The handle must extend across the full width of the front of the cart.
15. The container shall be easy to wheel whether full or empty and shall be designed with a foot operated tilt feature designed into the middle axle area to facilitate ease in tipping.
16. Each container shall have a UHF RFID Chip tag that has been pre-associated at the manufacturing facility with the serial number hot stamped on the container. Adhesive or sticker RFID tags are

unacceptable. RFID tags shall not be placed inside the container. It is the responsibility of the container manufacture to provide and maintain a database during production and delivery, which includes the association information for warranty. The database must include each containers RFID tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart Size and Cart Type.

- a. The RFID tag must be passive UHF and have an optimal operating frequency of 860-960MHz and have an operating temperature of -40<sup>0</sup> to +149<sup>0</sup>/ The RFID tag must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The RFID tag must have an inlay encapsulated in a one piece, injection molded, plastic housing with an ingress protection rating certified by an A2LA Accredited Laboratory.
- b. The RFID gag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.
- c. 1 ½ inch, white hot stamped serial number on the front face of its body to facilitate distribution and control. The serial number must be the same number as what is used to identify the container for warranty purposes.

17. Container shall be hot stamped on two sides with the City logo.

18. All containers shall have safety and use instructions molded on lid along with load ratings and two large visible arrows and the words "ARROWS TOWARD STREET".

19. The bidder shall warranty their container, container lid, wheels, axle, all necessary hardware and other component parts for a minimum of ten (10) years from the date of acceptance and shall provide a no-charge replacement of any container or component parts which fail because of:

- o Improper or inadequate materials,
- o Defective workmanship,
- o Inadequate rigidity or structural stiffness,
- o Insufficient resistance to weathering,
- o Any other cause or failure to perform as originally designed, and
- o Not suitable for the intended use as described herein

Failure of the container body shall require a full replacement of the container at no cost to the buyer. Container repairs will not be acceptable. Under this provision, the bidder assumes all costs related to parts replacement including applicable freight, labor and equipment.

Bidder must submit a bid document which clearly states the exact warranty of the bidder. The bidder's warranty is understood to include, whether stated in the bidder's warranty or not, the following coverage:

- o Failure of the lid to prevent rain or snow from entering the container body,
- o Damage to the container body, lid or any component part due to the opening or closing of the lid,
- o Failure of the upper lift bar area or lower catch bar from damage during interface with lifting devices,
- o Damage or cracking of the container body through normal operating conditions
- o Failure of the container body or lid to maintain its original shape,
- o Failure of the container wheels to provide continuous easy mobility as originally designed. Wheels must remain in place and not wear through,
- o Failure of any metal components to remain free of excessive rust and corrosion, and
- o Failure of any portion of the bottom of the container body to remain impervious to wear through despite repeated contact with rough and abrasive surfaces.

20. The vendor shall guarantee to continuous availability of parts over a ten (10) year period and submit with their bid a list of alternative suppliers with a plan of action to fulfill this guarantee should the successful bidder become insolvent during the ten year warranty period. Vendor shall state their local vendor for warranty service, parts and labor.
21. Bid prices to include distribution costs per unit and shall include delivery of one piece of informational literature provided by municipality.
22. Carts must be fully assembled upon delivery (with exception of additional, inventory carts).
23. Recycling Carts Only: The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5" x 14.5" in size. (Note: the City will provide the graphic image).
24. Recycling Carts Only: Each lid shall have an integrally molded hook on the underside for the hanging of literature and information materials at the time of delivery (or an alternative).
25. Recycling Carts Only: Each lid shall be an alternate color.

#### **SUMMARY OF SPECIFICATIONS FOR 65 GALLON CART**

- Overall Height: around 41.5"
- Overall Width: around 24"
- Overall Depth: around 27"
- Empty weight: 30 pounds
- Capacity: 220 pounds

#### **SUMMARY OF SPECIFICATIONS FOR 95 GALLON CART**

- Overall Height: around 46"
- Overall Width: around 26"
- Overall Depth: around 34.5"
- Empty weight: 42 pounds
- Capacity: 335 pounds

### **3.4 Inventory Tracking and Management**

The City is requesting each cart come equipped with an imbedded RFID chip that correlates with the cart exterior numeric values. The purpose of RFID is transfer data for the purposes of automatically tracking and identifying tags attached to objects. The City is requesting the Contractor supply a hand held scanning unit with pre-loaded software capable of scanning the RFID tag and displaying data such as; date issued, issued address, and other related fields deemed necessary by the City. All data collected by the hand held unit must be capable of export into a Microsoft Excel file.

**APPENDIX "A"**

		<b>YES</b>	<b>NO</b>
<b>1</b>	The two-wheeled collection container shall be designated to contain solid waste, yard clippings, and recyclable materials.		
<b>2</b>	The cart body and lid shall be molded H/MDPE.		
<b>3</b>	The container shall be provided with adequate wheels and handle so that it can be pushed or pulled with little effort.		
<b>4</b>	The container shall be designed to be lifted by the lift unit so that its contents are deposited in the hopper of a standard rear, front, or side loading garbage packer truck.		
<b>5</b>	The containers shall be designed to be dumped by both semi-automated and fully-automated truck systems.		
<b>6</b>	The containers, when empty, must not overturn when the lid is thrown fully open.		
<b>7</b>	It will be the responsibility of the bidder to acquaint themselves with the dumping systems used by the Municipality.		
<b>8</b>	The container and its component parts, at minimum, shall meet all testing standards as set forth by ANSI Waste Container Safety Requirements (Z535.4-1998), and Waste Container Compatibility Dimensions (Z245.60-1999).		
<b>9</b>	The body of the container shall be composed of recyclable polyethylene resin from a nationally recognized brand supplier. Cart manufacturer shall maintain, on file, certification by resin vendor that resin supplied meets published physical properties for each lot of resin purchased.		
<b>10</b>	Fully assembled cart may contain up to 10% of PCR (post-consumer recycle) H/MDPE. * *Non-recyclable material such as cross-linked polyethylene will not be acceptable.		
<b>11</b>	The actual volume (capacity) of the containers shall be a nominal 65/95 U.S. Gallons		
<b>12</b>	Minimum wall thickness of the body must not be 0.160- 0.175 inch. The thickness of the container's bottom section must be no less than 0.185 inch.		
<b>13</b>	There shall be a "wear strip" molded around the perimeter of the container bottom to prevent abrasion wear-through. This "wear-strip" shall consist of a molded-on deposit of solid resin material (approximately .200" width and .750"height) which adds thickness to the container's bottom surface. Add-on "pads" secondarily assembled to the cart body, which require attention and replacement are unacceptable. If no "wear strip" is available, bidder must provide a detailed performance report of product.		
<b>14</b>	A reinforced lift pocket integrally molded into the front cart wall shall the only acceptable method of upper attachment to the refuse vehicle's cart dumper system. Bolted metal frames will not be considered to meet specifications.		
<b>15</b>	The cart will be fitted with a freely rotating, corrosion impervious lower lock bar. The bar must be 1.0" o.d. and must be minimum 15 gauge wall thickness. _____inch wall thickness.		
<b>16</b>	Container body shall be free of pockets, recesses or significant intrusions which could trap debris or interfere with the discharge of refuse.		

17	The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping vapors and to prevent moisture ingress from under the edge of the lid.		
18	All plastic parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Containers will have not less than one half of one percent (.5%) pigments by weight.		
19	The container is stabilized against ultraviolet light attack with not less than one half of one percent (.5%) UV 531 or equivalent.		
20	Wheels to be made of injection molded HDPE. The tread to be made of PVC. The overall diameter of the wheel is to be around 10 <sup>7</sup> /12” respectively for 65/95 gallon containers with a width of around 1 3/4” to 2 2/3”.		
21	For ease of assembly, wheels will be designed for “snap-on” attachment. Wheels shall attach securely to the cart by means of a self-locking hub with internal wheel-retention details that snap into a corresponding groove on the axle		
22	The axle must be minimum 5/8 inch diameter, solid steel construction, plated to protect against corrosion, and must be mounted in the cart body through axle fittings integrally molded as part of the cart body. Plastic axels are acceptable.		
23	There shall be a fulcrum point where the foot may be placed directly on the axle to aid in tipping. Molded in foot pockets or toe holds are not acceptable.		
24	The lid must be of one piece construction.		
25	The lid must be domed to facilitate water run-off.		
26	The lid must be permanently attached to the body with a minimum of four hinge points along the rear edge of the cart body. Hinge tabs on the cart body and the lid shall be constructed of high density polyethylene.		
27	Minimum thickness of lid material shall be .140 inch.		
28	No lid latches will be accepted. Lid will be held closed by its weight only.		
29	The lid must incorporate an integrally molded handle so that the lid may be raised by hand without coming into contact with the bottom edge of the lid. This handle must extend across the full width of the front of the cart.		
30	Handle diameter must be a maximum of 1” +/- .1 inches.		
31	At minimum, there shall be sufficient space allocated on the right and left sides of the body of the container for the hot stamping/imprinting of the Town name and/or logo.		
32	Each container shall have a nine digit serial number, 1 1/2 “, hot stamped in white on the front face of its body to facilitate distribution and control and correlate with RFID numeric values.		
33	The inside of the lid must contain a permanent, in-molded caution label as per ANSI Product Safety Signs and Label Standards (Z535.4-1998). The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use.		
34	The outside (top) of the lid must contain a permanent, full color in-molded recycling instruction label that is a minimum of 8”x11”. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use.		

<b>35</b>	The containers must be designed to prevent being turned over by winds up to 35 mph in any direction.		
<b>36</b>	Bidders are to provide the total count of individual parts that combine to make up the cart being offered in this proposal, (including every individual molded part, wheel, spacer, bolt, washer, etc.). Total number of individual parts in each cart _____ Bidders are to attach a list identifying each of the parts used in the cart. Show total quantities of each of the individual parts, and provide a list confirming replacement parts pricing for each part. Replacement part prices are to be firm for the duration of this contract.		
<b>38</b>	Containers are to be supplied completely assembled.		
<b>39</b>	The container lid, wheels, axle, and all necessary hardware must be covered by a ten (10) year warranty. Any component parts which fail in materials or workmanship to perform as originally designed, shall be replaced at no charge to the Municipality.		
<b>40</b>	During the first ten (10) years after delivery, any component of the container, including lid, hardware and all related parts, that are found to be defective in materials and/or workmanship shall be replaced at no cost to the Municipality.		
<b>41</b>	Warranty includes but is not limited to one or more factors listed below. a. Failure of the lid to prevent rain water from entering the container when closed on the container body. b. Damage to the container body, the lid, or any component parts through opening or closing the lid. c. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed. d. Failure of any metal components to remain free of excessive rust and corrosion, to be determined by the Municipality. e. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Contractor. f. Failure of any portion of the bottom of the container body to remain impervious to wear through despite repeated contact with rough and abrasive surfaces. If at any time during the ten-year warranty period any container bottom becomes worn through or fractures due to normal wear and tear, or develops holes so that it leaks when filled with water, such container body shall be replaced in its entirety and without charge under the warranty. g. Failure of the container body, lid, hardware, or any component parts to maintain their original shape. h. Failure of the wheels to provide continuous, easy mobility, as originally designed or intended. i. Failure of any container, container body, lid, wheels or other component part to conform to the minimum standards specified herein.		
<b>42</b>	Bid includes durable, handheld RFID scanner with pre-loaded software capable of accessing real time information in the field and exporting collected data.		

**PRICING PAGE FOR 64 GALLON ROLL OUT CART:**

MODEL: \_\_\_\_\_

MAKE: \_\_\_\_\_

Delivery Lead Time: \_\_\_\_\_

	<b>UNIT RATE per Container</b>	<b>UNIT RATE per RFID Chip</b>	<b>UNIT RATE for In-mold label</b>	<b>UNIT RATE for Delivery</b>	<b>TOTAL COST per CART</b>

**PRICING FOR 96 GALLON RECYCLING ROLL OUT CART:**

MODEL: \_\_\_\_\_

MAKE: \_\_\_\_\_

Delivery Lead Time: \_\_\_\_\_

	<b>UNIT RATE per Container</b>	<b>UNIT RATE per RFID Chip</b>	<b>UNIT RATE for In-mold label</b>	<b>UNIT RATE for Delivery</b>	<b>TOTAL COST per CART</b>

**PRICING FOR RFID HANDHELD SCANNER &  
SOFTWARE**

MODEL: \_\_\_\_\_

MAKE: \_\_\_\_\_

Delivery Lead Time: \_\_\_\_\_

**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

**INSTRUCTIONS FOR  
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All-purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

**A. Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.

2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (if specified in DRFP request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than \_\_\_\_\_ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE; IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.**

**APPENDIX “E”**

**City of Niagara Falls**

**Affirmative Action/Equal Employment Opportunity Policy Statement**

The City of Niagara Falls is committed to furthering the principles of equal employment opportunity of all employees and applicants for employment without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status. The City also acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment and retaliation. Accordingly, the City of Niagara Falls will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be non-discriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment.

Providing equal employment opportunity is a system-wide effort. The City shall ensure that all employees, department heads, administrators, boards, commissions and committees are aware of their rights and obligations under this Policy and encourage work environments reflecting appreciation and respect of differences.

The City has been and will continue to be an equal opportunity organization. No Minority and Women-Owned Business Enterprise (MWBE), employee, or applicant will be discriminated against because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status. The City will take affirmative action to ensure that MWBE' s, employees and applicants are treated without regard to these characteristics. In particular, the City will:

- Include MWBE' s in solicitations;

- Recruit, hire, train, place and promote persons for all jobs without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status;
- Take affirmative steps to ensure that MWBE' s have full participation in our procurement process; and
- Administer other personnel functions, such as compensation, benefits, transfers, layoffs, returns from layoffs, and company-sponsored training, education, tuition assistance and social and recreation programs without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

Discrimination is prohibited on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status in employment under this contract: (a) in the hiring of employees for the performance of work under this Contract or any Subcontract hereunder, no Contractor nor any person acting on behalf of such Contractor shall by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status, discriminate against any person who is qualified and available to perform the work to which the employment relates; and (b) no Contractor or any person on behalf of such Contractor shall in any manner discriminate against or intimidate employees hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

The City will periodically analyze its procurement and personnel actions to ensure

compliance with this policy. If there are questions or concerns regarding the administration of this policy or if someone believes she/he has not been treated in accordance with our policy, contact:

Ruby A. Pulliam

(Name)

Equal Employment Opportunity Compliance Officer

(Title)

745 Main Street, Niagara Falls, NY 14302

(Location)

(716) 286-4327

(Phone)

**REFUSE and RECYCLING COLLECITON ROUTES PAGE 1 OF 2**

1 <sup>st</sup> St	57 <sup>th</sup> St	102 <sup>nd</sup> St	College Ave	Gillett Ct
2 <sup>nd</sup> St	58 <sup>th</sup> St	104 <sup>th</sup> St	College Ter	Girard Ave
3 <sup>rd</sup> St	59 <sup>th</sup> St	A St	Colvin Blvd	Glenn St
4 <sup>th</sup> St	60 <sup>th</sup> St	Acheson Dr	Connecticut Ave	Goodyear Dr
5 <sup>th</sup> St	61 <sup>st</sup> St	Adams Ave	Connecting Rd	Granby Ave
6 <sup>th</sup> St	62 <sup>nd</sup> St	Allen Ave	Council St	Grand Ave
7 <sup>th</sup> St	63 <sup>rd</sup> St	Angelo Ct	Creekside Dr	Greenview Ter
8 <sup>th</sup> St	65 <sup>th</sup> St	Anthony St	Crescent Dr	Greenwald Ave
9 <sup>th</sup> St	66 <sup>th</sup> St	Armory Pl	Cudaback Ave	Griffon Ave
10 <sup>th</sup> St	67 <sup>th</sup> St	Ashland Ave	D St	Grove Ave
11 <sup>th</sup> St	68 <sup>th</sup> St	Augustus Pl	Delancey Rd	Haeberle Ave
12 <sup>th</sup> St	69 <sup>th</sup> St	B St	Delaware Ave	Harrison Ave
13 <sup>th</sup> St	70 <sup>th</sup> St	Baker Ave	DeMunda Ave	Hawthorne Pl
14 <sup>th</sup> St	71 <sup>st</sup> St	Barton St	Depot Ave	Hennepin Ave
15 <sup>th</sup> St	72 <sup>nd</sup> St	Beech Ave	Depot Ave W	Henry Ave
16 <sup>th</sup> St	73 <sup>rd</sup> St	Belden Pl	Deuro Dr	Highland Ave
17 <sup>th</sup> St	74 <sup>th</sup> St	Bell St	Deveaux St	Hillcrest Dr
18 <sup>th</sup> St	75 <sup>th</sup> St	Benjamin Dr	Devlin Ave	Holly Pl
19 <sup>th</sup> St	76 <sup>th</sup> St	Birch Ct	Diamond Park Ln	Hope Blvd
20 <sup>th</sup> St	77 <sup>th</sup> St	Black Creek Dr	Division Ave	Hudson Dr
21 <sup>st</sup> St	78 <sup>th</sup> St	Bollier Ave	Dorchester Rd	Hyde Park Blvd
22 <sup>nd</sup> St	79 <sup>th</sup> St	Brandi Dr	Duane Ave	Independence Ave
23 <sup>rd</sup> St	80 <sup>th</sup> St	Brookside Ave	Dudley Ave	Iroquois St
24 <sup>th</sup> St	81 <sup>st</sup> St	Buffalo Ave	E Market St	Jacob Pl
25 <sup>th</sup> St	82 <sup>nd</sup> St	Builders Way	Eagle Heights	James Ave
26 <sup>th</sup> St	83 <sup>rd</sup> St	Byrd ave	Edison Ave	Jayne Pl
27 <sup>th</sup> St	84 <sup>th</sup> St	C St	Elk Pl	Jerauld Ave
28 <sup>th</sup> St	85 <sup>th</sup> St	Calumet Ave	Elm Ct	John Ave
29 <sup>th</sup> St	86 <sup>th</sup> St	Caravelle Dr	Elmwood Ave	John Daly Mem Pkwy
30 <sup>th</sup> St	87 <sup>th</sup> St	Carrie Dr	Ely Ave	Joliet Ave
31 <sup>st</sup> St	88 <sup>th</sup> St	Carroll St	Energy Blvd	Kies Ct
32 <sup>nd</sup> St	89 <sup>th</sup> St	Cayuga Dr	Ethel St	Kies St
33 <sup>rd</sup> St	90 <sup>th</sup> St	Cedar Ave	F St	Kies Ave
34 <sup>th</sup> St	91 <sup>st</sup> St	Center Ave	Fairfield Ave	Krull Pkwy
35 <sup>th</sup> St	92 <sup>nd</sup> St	Champlain Ave	Fairway Dr	Lafayette Ave
36 <sup>th</sup> St	93 <sup>rd</sup> St	Chapin Ave	Falls St	Lafayette Cir
37 <sup>th</sup> St	94 <sup>th</sup> St	Charles Ave	Fashion Outlets Blvd	Lasalle Ave
38 <sup>th</sup> St	95 <sup>th</sup> St	Chasm Ave	Ferry Ave	Mooradian Dr
39 <sup>th</sup> St	96 <sup>th</sup> St	Chestnut Ave	Forest Ave	Laughlin Dr
40 <sup>th</sup> St	97 <sup>th</sup> St	Chilton Ave	Fort Ave	Lehigh Ct
53 <sup>rd</sup> St	98 <sup>th</sup> St	Church Ave	Frontier Ave	Lewiston Rd
54 <sup>th</sup> St	99 <sup>th</sup> St	Cleveland Ave	Garden Ave	Lincoln Pl
55 <sup>th</sup> St	100 <sup>th</sup> St	Cliff St	Garfield Ave	Lindbergh Ave
56 <sup>th</sup> St	101 <sup>st</sup> St	Clifton Ave	Garrett Ave	Linwood Ave

**REFUSE and RECYCLING COLLECITON ROUTES PAGE 2 OF 2**

Lisa Ln	Oak St	Service Rd
Livingston Ave	Old Falls St	Seymour Ave
Lockport Rd	Ontario Ave	Shantz Ave
Lockport St	Orchard Pkwy	Sherwood Ave
Loretta Dr	Orleans Ave	Simmons Ave
Loretta Cir	Osborne Ct	South Ave
Luick Ave	Packard Rd	Spring St
Mackenna Ave	Park Pl	Spruce Ave
Macklem Ct	Parkview Dr	St John St
Macklem Ave	Pasadena Ave	Stephenson Ave
Madison Ave	Patricia Dr	T Mark Dr
Main St	Pear Ave	Tennessee Ave
Mang Ave	Penn St	Terrace Dr
Maple Ave	Pennsylvania Ave	Terrace Dr Rear
Marine Mem Dr	Perry Ave	Thorndale Ave
Mark Ln	Pershing Ave	Tomson Ave
Market St	Pierce Ave	Townsend Pl
Maryland Ave	Pine Ave	Troy Ave
Mason Dr	Point Ave	Tuscarora Rd
Massachusetts Ave	Portage Rd	Underground
Mckinley Ave	Porter Rd	University Ct
Mckoon Ave	Prospect St	Valle Dr
Meadowbrook Rd	Prospect Park	Van Rensselaer Ave
Memorial Pkwy	Tronolone Pl	Vanderbilt Ave
Michal Ct	Rainbow Blvd	Virginia Ave
Michigan Ave	Rainbow Mall	W Rivershore Dr
Military Rd	Rankine Rd	Walnut Ave
Monroe Ave	Rhode Island Ave	Webb Pl
Monteagle St	Rivershore Dr	Welch Ave
Quay St	Riverside Dr	Weston Ave
Morley Ave	Robinson Ct	Westwood Dr
Moschel Ct	Roselle Ave	Wheatfield Ave
Mueller Ct	Royal Ave	Whirlpool St
Munson Ave	Washington St	Willard Ave
New Rd	S 68Th St	Willow Ave
New Jersey Ave	S 84Th St	Wilton Ave
Niagara St	S 86Th St	Wing Ct
Niagara Ave	S 87Th St	Witkop Ave
Niagara Pkwy	S 91St St	Woodland Pl
Niagara Falls Blvd	S Hyde Park Blvd	Woodlawn Ave
Niagara Rapids Blvd	S Military Rd	Wyoming Ave
Niemel Dr	Whirlpool Park	Zito St
North Ave	Whitney Ave	
Norwood Ave	Seneca Ave	

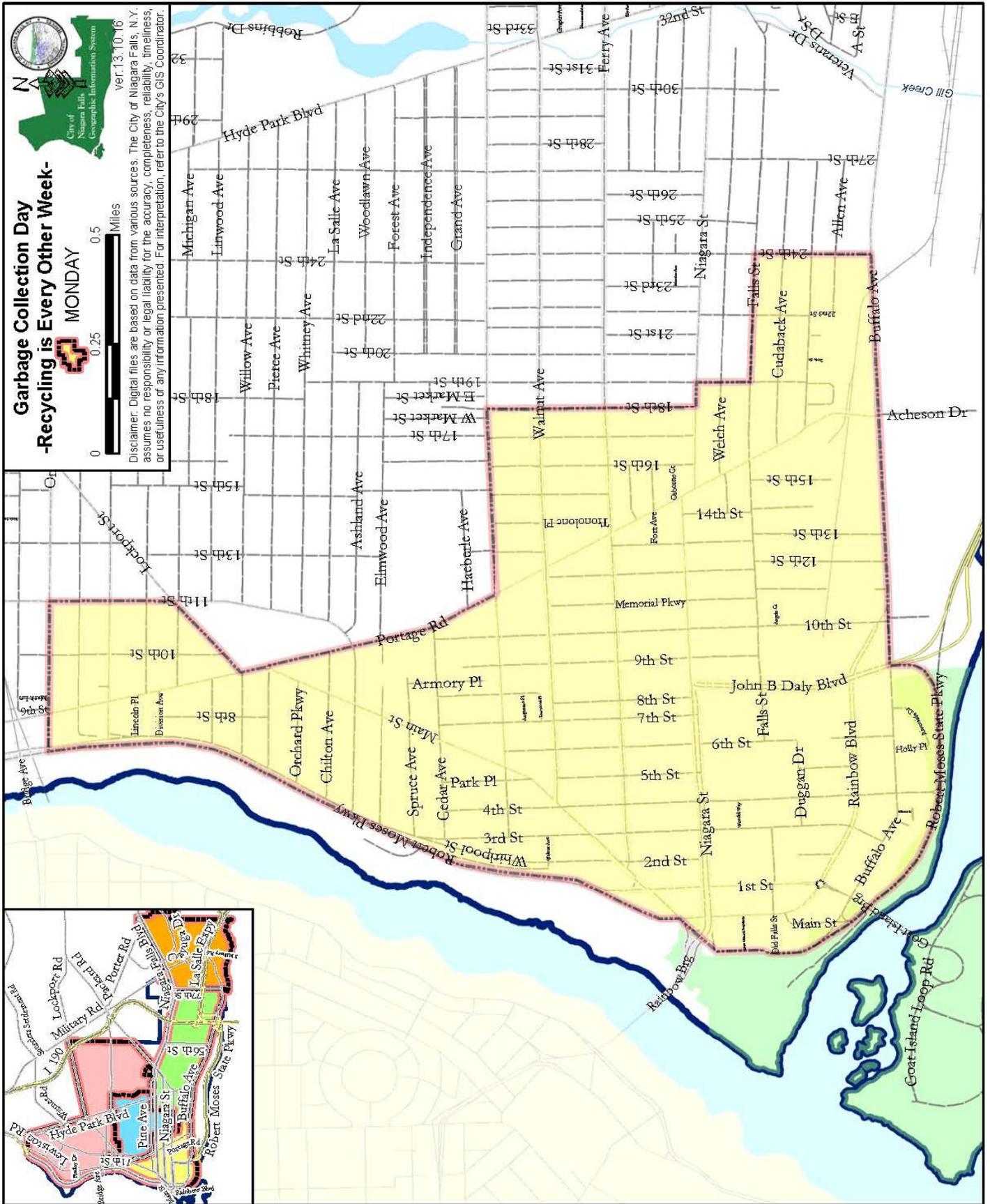
**APPENDIX "G"**

**LIST OF RESIDENTIAL, MULTIRESIDENTIAL AND COMMERCIAL PROPERTIES IN CITY**

(to be provided to successful bidder)

**APPENDIX "H"**  
**MAPS OUTLINING REFUSE COLLECTION ROUTES**

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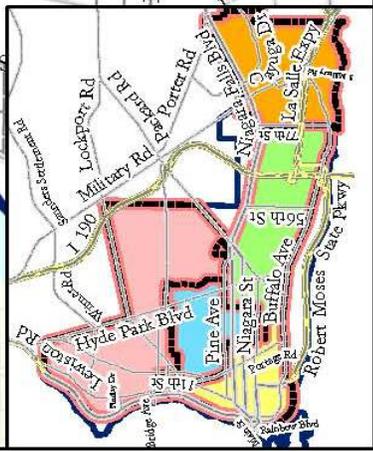
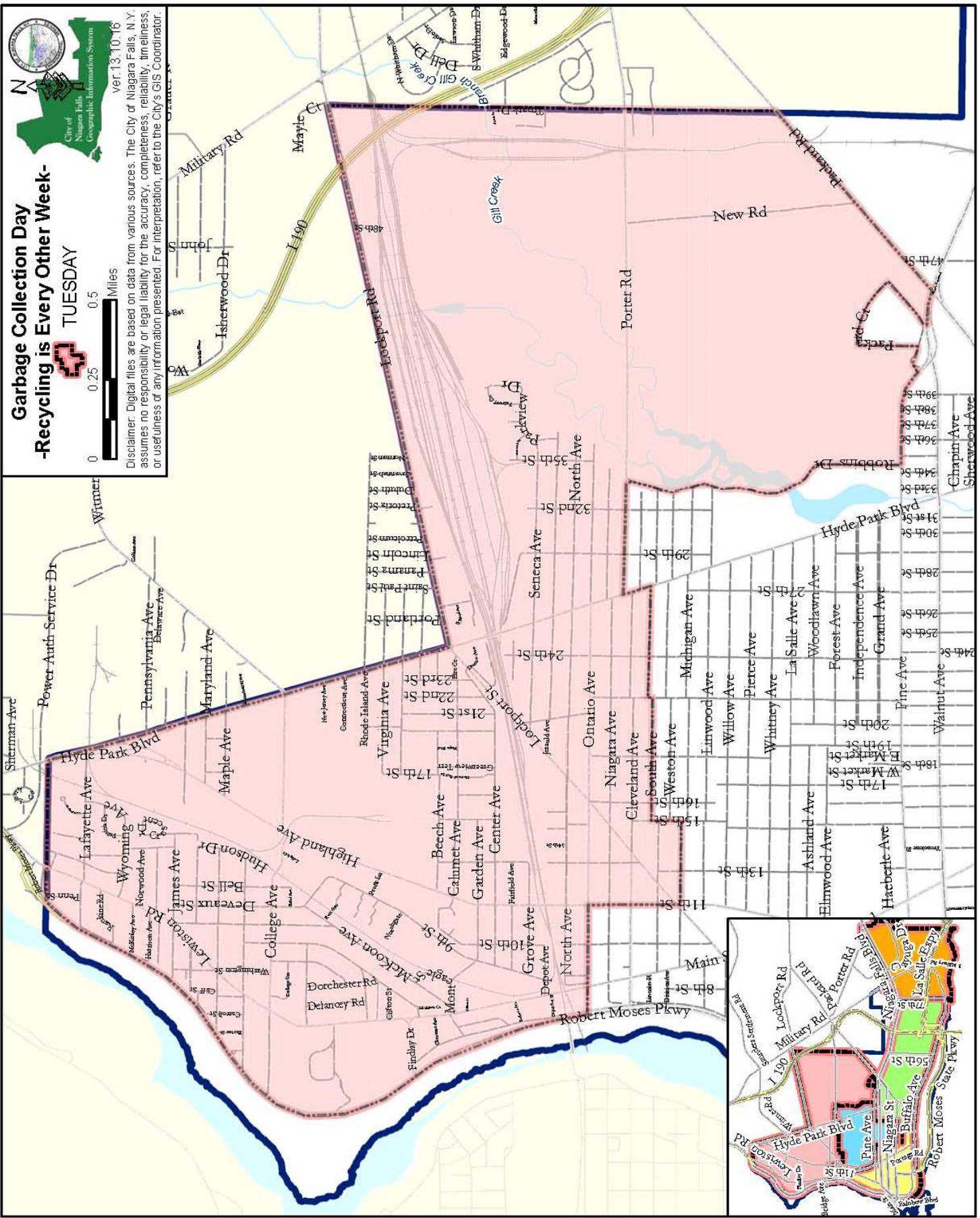
ver. 13.10.16  
City of Niagara Falls  
Geographic Information System

# Garbage Collection Day -Recycling is Every Other Week-

**TUESDAY**



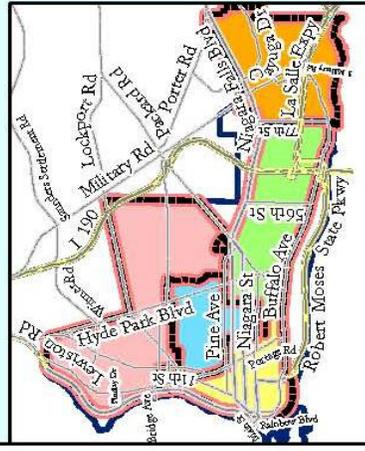
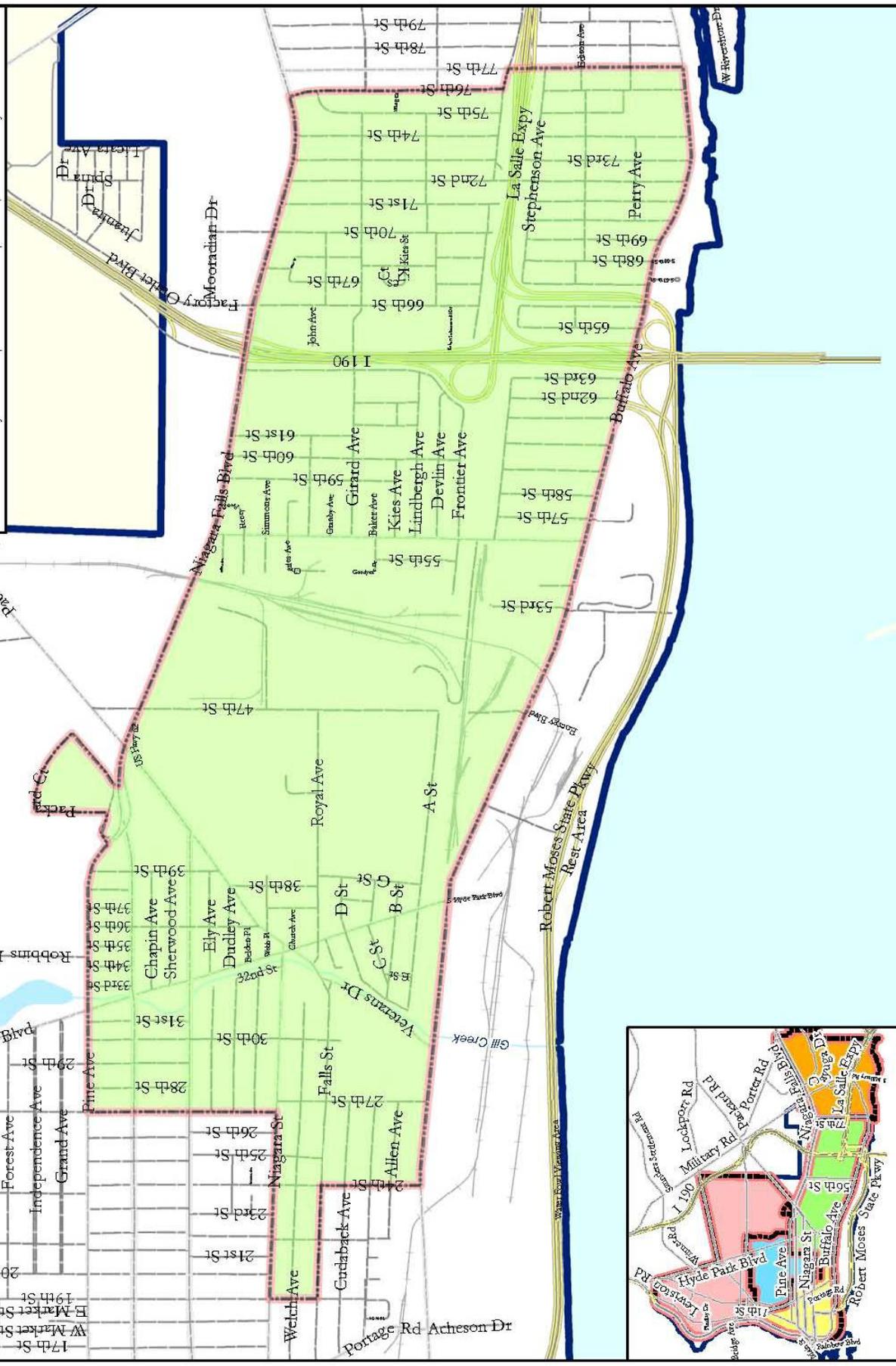
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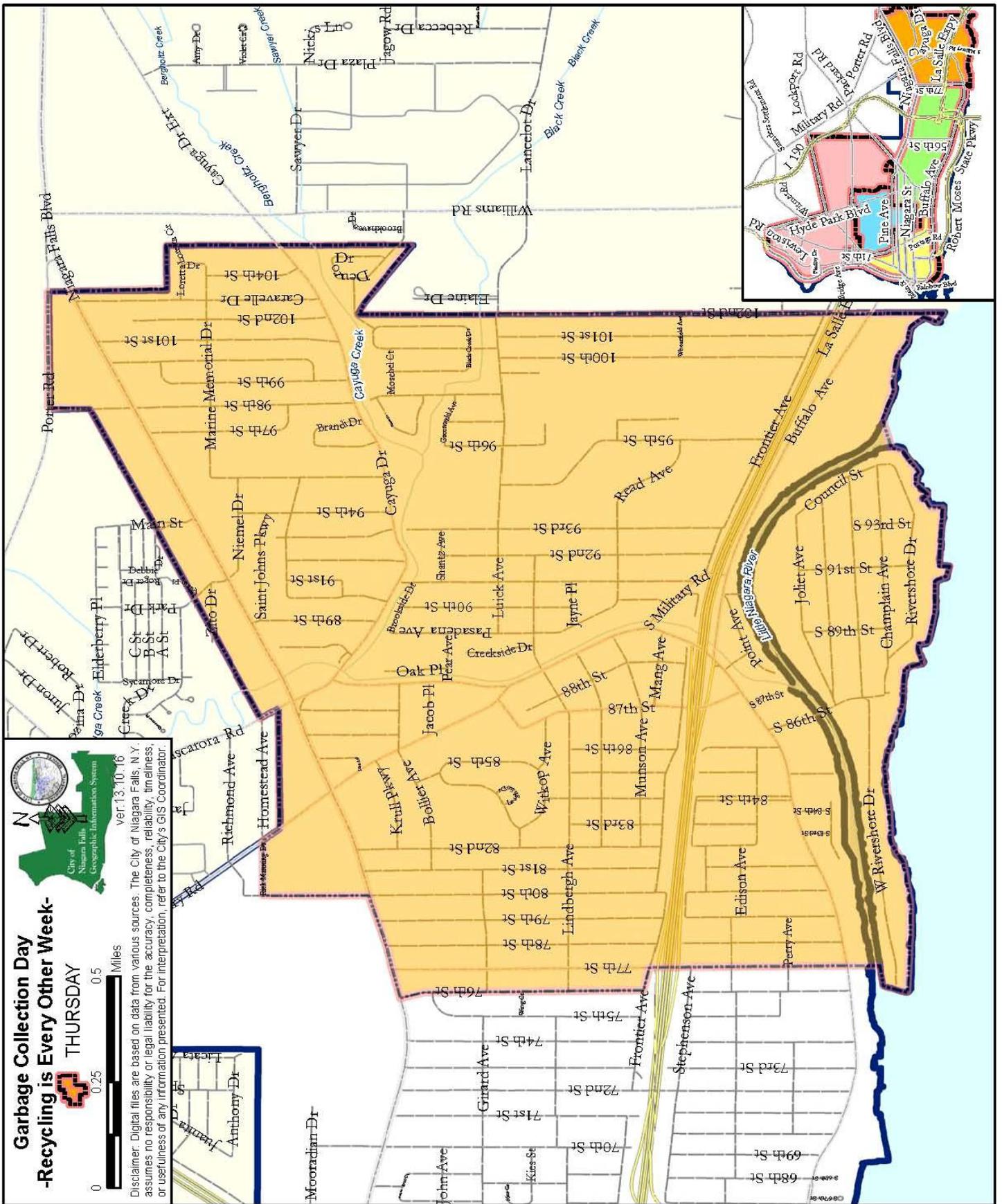


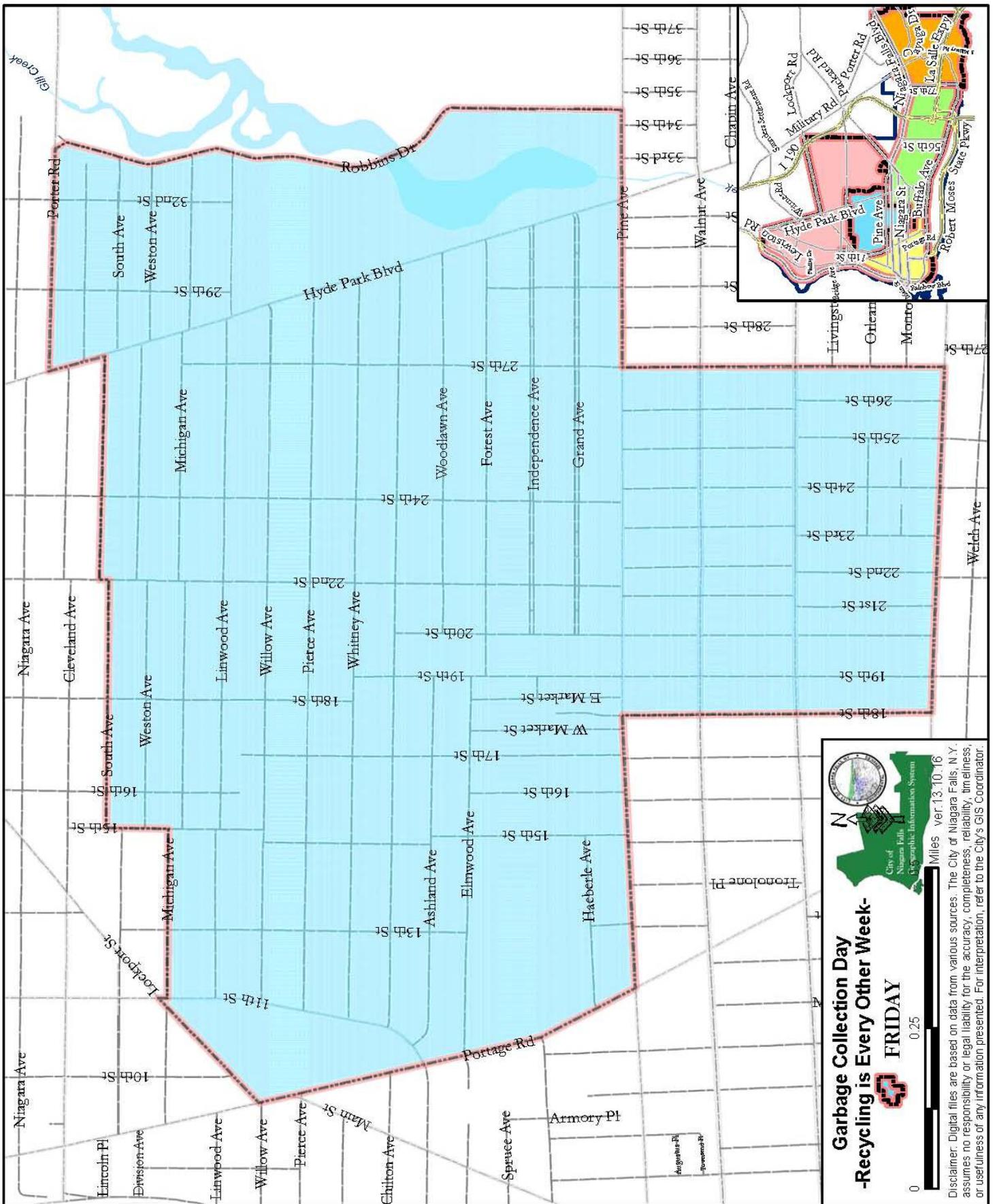


**Garbage Collection Day  
-Recycling is Every Other Week-  
WEDNESDAY**

ver 13.10.16  
Miles  
0 0.25 0.5  
Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y., assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.







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