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**CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING  
City Hall Room 14-B  
745 Main Street  
Niagara falls, NY 14302-0069**

Sealed bids will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

<u>Time</u>	<u>Date</u>
2:00 P.M.	Tuesday, November 26, 2013
<b>FOR: Purchase and Delivery of Refuse and Recycling Carts</b>	

Bids shall be submitted to:

**CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING  
City Hall Room 14-B  
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.niagarafallsny.gov](http://www.niagarafallsny.gov) (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 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.

**SECTION MARKED "BIDDER'S 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 provisions 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 a 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 prices shall be held firm during the time period specified in this bid document.
5. All bids are subject to delivery as stated herein and must state when delivery can be made
6. 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.

If a brand name or catalog reference is included in the specifications and the item bid on is not the particular brand name product, bidder shall state in his bid what he is bidding on as an equal or as an alternate. Any catalogs, literature, etc shall accompany the bid. In all cases, final judgment as to whether or not an item meets the specifications rests with the City of Niagara Falls, NY.

7. Bids are to be shown NET. Cash discounts are to be stated, if any.
8. 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.
9. 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 CONDITIONS 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 proposals 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 contained 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 it's behalf;
- e) That 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.

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**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 Instructions 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 of Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and at the prices stated.**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Authorized Contact:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**TOTAL NET PRICE:** \_\_\_\_\_  
**DELIVERY PROMISED:** \_\_\_\_\_

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**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 Cart Tracking, Recycling Participation and Data Reporting.

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 contracts.
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".

**Bid Specification Section Refuse and Recycling Carts:**

The specifications herein describe the minimum acceptable features and performance requirements for refuse and recycling carts. Bidders must thoroughly read and understand these specifications prior to proposal submission. All proposals must be submitted on the City of Niagara Falls, New York forms provided in this package. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, the City will assume the Bidder cannot meet the specifications and may cause rejection of the proposal. By checking any of the "NO" spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". If the City determines that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, successful Bidder shall deliver the container(s) that are proposed with this bid submission. Failure to provide the exact container(s) specified will disqualify said bidder. Failure to provide a sample container at the City's request within five (5) days following bid award will be subject for disqualification of the said bidder.

**1. MANUFACTURING PROCESSES AND MATERIALS**

Each refuse and recycling cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the following minimum specifications.

Description	Yes	No
<p><b>1.1 MANUFACTURING PROCESS:</b> Each container and lid must be made from the injection-molded process only.</p>		
<p><b>1.2 PLASTIC MATERIAL:</b> Base plastic resin for the cart body and lid must be first quality high-density polyethylene (HDPE) supplied by a petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.  The bidder must submit technical data sheet(s) from the resin producer.</p>		
<p><b>1.3 RESIN ADDITIVES:</b> Base plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.  The bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.</p>		
<p><b>1.4 RECYCLE ABILITY:</b> The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.</p>		

**2. CONTAINER REQUIREMENTS:**

The universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

Description	Yes	No
<p><b>2.1 ANSI CONFORMANCE:</b> Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" containers.  The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.</p>		
<p><b>2.2 INTERIOR CONSTRUCTION:</b> The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.</p>		

<p><b>2.3 STABILITY:</b> Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 35 mph when empty (based on the average wind resistance of the four sides of the cart).</p>		
<p><b>2.4 LIFT SYSTEM:</b> Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container with no less than (7) seven support ribs under the lifting pocket for 95 and 65-gallon containers. The lower bar must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating steel bar. The length of the bar must not exceed 9½ inches. The bar must be held in place by pre-installed latch/push pins. The latch/push pin must be located on the inside of the cart to avoid interaction with the cart tippers. Latch/push pins placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.</p>		
<p><b>2.5 ABRASION PROTECTION:</b> The containers must be designed with a double drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in wear strip</p>		
<p><b>2.6 RIM OF BODY:</b> 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 odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.</p>		
<p><b>2.7 LID:</b> The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE) and must be manufactured of the same material as used in cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must be attached in two (2) places using plastic lid pins that can be easily removed for lid replacement. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. The manufacturer may not attach lids to containers using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. Lid attachment hinge must be no less than 1.25 inches in width.</p>		
<p><b>2.8 HANDLES:</b> Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>		

<p><b>2.9 AXLE:</b> The axle must be a minimum of 3/4" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (4) four molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. There must also be (2) two half journals molded into the bottom of the container for the axle to slide through to ensure proper weight distribution of the contents of the cart. Axles attached by means of bolts or rivets are unacceptable.</p>		
<p><b>2.10 ASSEMBLY AND DISASSEMBLY:</b> The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.</p>		
<p><b>2.11 PARTS AVAILABILITY:</b> All bidders will supply a listing of replacement parts available for their model container.</p>		
<p><b>2.12 COLOR:</b> Containers must be a distinctive color impregnated into the plastic. Painted refuse and recycling carts are unacceptable. The City of Niagara Falls, New York requires blue refuse carts with blue lid and green recycling cart with green lid. The City will approve the final color with successful bidder.</p>		

**3. CONTAINER SPECIFICATIONS – 95 GALLON**

The container offered must be 95 gallons (+/-3%) and must comply with the following listed specifications:

Description	Yes	No
<p><b>3.1 LOAD RATING:</b> The 95-Gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;"><b>95-Gallon – minimum 332 pounds</b></p> <p>STATE LOAD RATING OF CONTAINER: _____ pounds</p>		
<p><b>3.2 MANEUVERABILITY:</b> To ensure that the proposed 95-gallon container is easily operated by residents of the City of Niagara Falls, NY, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container’s maximum average tipping force. The results of this testing may not exceed a maximum average of 77 pounds. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		
<p><b>3.3 RESIN WEIGHT:</b> The quoted container must be manufactured to achieve a minimum resin weight of the following:</p> <p style="text-align: center;"><b>95-Gallon – minimum 34 pounds</b></p> <p>STATE RESIN WEIGHT OF CONTAINER: _____ pounds</p>		

<p><b>3.4 WALL THICKNESS:</b>                  The quoted container must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches.</p> <p>STATE BODY WALL THICKNESS: _____ inches                  STATE CRITICAL WEAR POINT THICKNESS: _____ inches                  STATE LID WALL THICKNESS: _____ inches</p>		
<p><b>3.5 CAPACITY:</b>                  The total capacity of the container body, excluding the lid, must be a 95 U.S. gallons (+/-3%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).</p>		
<p><b>3.6 DIMENSIONS:</b>                  Minimum exterior dimensions of the completely assembled container are as follows:</p> <p>Height: 45 inches                  Depth: 33 inches                  Width: 28.5 inches</p> <p>STATE HEIGHT: _____ inches                  STATE LENGTH: _____ inches                  STATE WIDTH: _____ inches</p>		
<p><b>3.7 WHEELS:</b>                  Wheels shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.</p>		

**4.0 CONTAINER SPECIFICATIONS – 65 GALLON**

The container offered must be 65 gallons (+/-3%) and must comply with the following listed specifications:

Description	Yes	No
<p><b>4.1 LOAD RATING:</b>                  The 65-Gallon container must be designed to regularly receive and dump the following pounds of refuse materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;"><b>65-Gallon – minimum 227 pounds</b></p> <p>STATE LOAD RATING OF CONTAINER: _____ pounds</p>		
<p><b>4.2 MANEUVERABILITY:</b>                  To ensure that the proposed 65-gallon container is easily operated by the residents of the City of Niagara Falls, NY, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container’s maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		

<p><b>4.3 RESIN WEIGHT:</b> The quoted container must be manufactured to achieve a minimum resin weight of the following:</p> <p style="text-align: center;"><b>65-Gallon – minimum 27 pounds</b></p> <p>STATE RESIN WEIGHT OF CONTAINER: _____ pounds</p>		
<p><b>4.4 WALL THICKNESS:</b> The quoted container must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches.</p> <p>STATE BODY WALL THICKNESS: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches STATE LID WALL THICKNESS: _____ inches</p>		
<p><b>4.5 CAPACITY:</b> The total capacity of the container body, excluding the lid, must be 65 U.S. gallons (+/- 3%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).</p> <p>STATE TOTAL CAPACITY _____ gallons</p>		
<p><b>4.6 DIMENSIONS:</b> The minimum exterior dimensions of the completely assembled container are as follows:</p> <p style="margin-left: 40px;">Height: 40.25 inches Depth: 28.00 inches Width: 26.50 inches</p> <p>STATE HEIGHT: _____ inches STATE LENGTH: _____ inches STATE WIDTH: _____ inches</p>		
<p><b>4.7 WHEELS:</b> Wheels shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.</p>		

**5.0 MARKINGS**

Each container must be permanently marked with letter/numbers, as follows:

Description	Yes	No
<p><b>5.1 SERIAL NUMBER BAR CODES:</b> Each container must have a bar code and associated serial number branded in white on the front face of its body. The final serial number bar code shall be determined by the City of Niagara Falls, NY, and will contain 8-9 alphanumeric digits. Adhesive or sticker serial number bar codes are not acceptable. If required, the serial number bar code must have the ability to be integrated with a radio frequency identification (RFID) tag. The bidder will maintain a file that will identify the date of manufacture by the serial number.</p>		

<p><b>5.2 CONTAINER LOGO:</b> The City of Niagara Falls, NY logo and related text shall be affixed by hot stamp onto both sides of the cart body. Final logo and text will be provided.</p>		
<p><b>5.3 USER INSTRUCTION:</b> Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by the City of Niagara Falls, NY.</p>		
<p><b>LOAD RATING:</b> The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.</p>		

**6.0 IN-MOLD LABEL SPECIFICATIONS**

The In-Mold Label must comply with the following listed specifications:

Description	Yes	No
<p><b>6.1 PRICING:</b> In-Mold Label for containers shall be one price per container for label design, layout, proofing, color printing, ultra violet ray protection, placement on the lid of the container, and original container order quantity. Additional/subsequent container orders will be priced at time of order and based on quantity.</p>		
<p><b>6.2 MANUFACTURING PROCESS:</b> In-Mold Label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.</p>		
<p><b>6.3 COLOR AND GRAPHICS:</b> The In-Mold Label shall be 4-color and contain images and language representing recycling commodities deemed acceptable for this program. All proofs for the label shall be submitted to the City of Niagara Falls, NY for approval as part of the price request.</p>		
<p><b>6.4 SIZE:</b> The size of the label for the 95-gallon and 65-gallon lid shall be at a minimum 8 inches by 12 inches.</p>		

**7.0 EXPERIENCE/COMPLIANCE**

The bidder must adhere to following experience qualifications:

Description	Yes	No
<p><b>7.1 EXPERIENCE:</b> The bidder must have at least (10) ten years of experience in the USA of continuous production/manufacturing of injection molded containers for use in automated and semi-automated collection systems.  STATE YEARS OF EXPERIENCE: _____ years</p>		
<p><b>7.2 REFERENCES:</b> Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least five (5) municipalities who currently have at least 7,500 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.</p>		

**8.0 WARRANTY**

The bidder must submit with its proposal a detailed description of the exact warranty offered for the universal refuse and recycling carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years following distribution and acceptance. Transportation costs for furnishing replacement carts and/or components to the City of Niagara Falls, NY is to be borne by the successful bidder. The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

Description	Yes	No
<b>8.1</b> Failure of the lid to prevent rainwater from entering the container when in the closed position.		
<b>8.2</b> Damage to the container body, lid or any component parts through opening or closing the lid.		
<b>8.3</b> Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.		
<b>8.4</b> Failure of the body and lid to maintain their original shape.		
<b>8.5</b> Damage or cracking of the container body through normal operating conditions.		
<b>8.6</b> Failure of the wheels to provide continuous easy mobility as originally designed.		
<b>8.7</b> Failure of any part to conform to minimum standards as specified herein.		
<b>8.8</b> If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.		

**9.0 PRICE ADJUSTMENTS**

Prices quoted in response to this Bid solicitation shall be firm for the first 180 days of the contract period following execution of the contract. After 180 days, prices may be subject to revision and such changes shall be based on resin fluctuation during that period. Should the market price of resin increase or decrease from the initial units bid price, the increase/decrease will be passed on to City of Niagara Falls, NY after the initial order and throughout the term of the contract. There will be no more than one (1) price adjustment per quarter. Request for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance from City of Niagara Falls, NY before becoming effective. Proof of the validity of a request for a price change shall be the responsibility of the successful bidder. Upon request, the responsible bidder shall provide to City of Niagara Falls, NY certified documentation from Chem Data Report and/or Plastic News that may also be utilized by the successful bidder to validate its request for a price change. City of Niagara Falls, NY reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) and to cancel any and all item(s) under this contract for which price increase(s) is/are considered unacceptable.

Yes	No

**10.0 ASSEMBLY AND DISTRIBUTION**

Description	Yes	No
<p><b>10.1</b> The Contractor shall be responsible for coordinating the delivery of the containers from the manufacturing plant to specified locations within the City of Niagara Falls, NY, the unloading of the delivered containers, assembling necessary parts, and distributing the designated number of containers to specified locations. The successful bidder shall have its own assembly and distribution workforce.</p>		
<p><b>10.2</b> The Contractor shall unload all delivery trailers in a timely manner. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution or exchanging shall be the responsibility of the Contractor to replace in kind.</p>		
<p><b>10.3</b> the Carts, following assembly, shall be delivered to designated locations and placed in a safe manner on the lawn that is fronting the residence.</p>		
<p><b>10.4</b> The Contractor will be required to attach any literature to the containers as required by the City of Niagara Falls, NY. The literature will be provided to the contractor enclosed in a 21" plastic bag at least one week prior to the program start-up.</p>		
<p><b>10.5</b> The Contractor shall assemble and deliver containers in a timely manner except as a result of extreme weather conditions.</p>		
<p><b>10.6</b> the City will provide the Contractor with accurate detailed maps of the City of Niagara Falls, NY and an address list at least four (4) weeks prior to the start date.</p>		
<p><b>10.7</b> The Contractor shall record the container serial number and corresponding address when the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the City in an acceptable electronic format upon completion of the delivery.</p>		
<p><b>10.8</b> The Contractor shall provide a quality assembly and distribution staff. The Contractor shall provide supervisor level full-time employees of the company to work directly with City staff to solve any problems resulting from distribution services while that service is being performed.</p>		
<p><b>10.9</b> All contractor employees shall be dressed in an appropriate manner with shirts that identify the name of the contractor. Appropriate safety gear to include reflective clothing shall be worn at all times by the distribution staff. Contractor personnel shall be courteous with the public and City personnel at all times. Contractor employees shall not answer questions from the public, but direct them to appropriate City representatives</p>		
<p><b>10.10</b> The Contractor shall immediately pick up and/or clean up any materials dropped on the roadway or parking lot while in the process of assembly or distribution.</p>		
<p><b>10.11</b> All distribution services shall start no earlier than 7:00 a.m. and end no later than 7:00 p.m., Monday thru Saturday. No distribution or exchange services shall take place outside of those times unless approved in advance by the City of Niagara Falls, NY.</p>		
<p><b>10.12</b> The City of Niagara Falls, NY requires distribution of containers to the individual residents property at a rate of 700 units per day until all containers have been distributed.</p>		
<p><b>10.13</b> The Contractor shall implement an electronic tracking system enabling the City of Niagara Falls, NY to track the progress of tote distribution. The tracking system shall be web-based and the City of Niagara Falls shall be provided with a daily report detailing delivery of the Carts by addresses each day. Reports shall be e-mailed to the City at the beginning of each day and will provide a detailed listing of all addresses delivered the previous day as well as a summary of the total number of deliveries made. At the conclusion of the program, the City will be provided with a complete electronic database of all containers delivered and the associated addresses.</p>		

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**ALTERNATE BID****Cart Tracking, Recycling Participation and Data Reporting****GENERAL:**

It is the City of Niagara Falls, New York's intent to have a web-based tracking system that will be used primarily to track recycling carts and recycling participation by the properties involved in the City's curb-side recycling program.

This service can be bid as a stand-alone service. Pricing for this item shall be based on a 3-year term and bid as a lump sum payment item. The 3-year term shall begin once the system is operational. The system is required to be in place within 90 calendar days of the actual start date of the City's Single Stream recycling program. Contractor will be fined \$100.00 per calendar day for the failure to meet this requirement. The City will maintain the option of extending this bid up to an additional three years beyond the original three year term. If a contract extension is pursued this fee would be negotiated in good faith.

- **Web-Based Asset Tracking Software:** The software must be web based and customized for the City of Niagara Falls, NY.

Access to this software must be 24/7/365. The only elements required for this software should be a web browser and live Internet access. There must be customizable tiered levels of security access.

- **Data Management:** Software must manage the initial container delivery, any work orders generated and/or completed, weekly recycling participation, and any additional information changes made during the course of the program. The data will be monitored daily to ensure accuracy and consistency in reporting.
- **Custom Reports:** Software must have the ability to generate reports daily, weekly, or monthly based on container activity, such as inventory reports, maintenance reports, recycling participation reports, and any others requested by the City. Reports should be able to be viewed in PDP format or down loadable in an Excel format.
- **Hand Held Scanner Integration:** The asset tracking software must include handheld scanners (for City use) that run the software in order to manage cart inventories, repairs, deliveries, pickups, size swaps, and other service requests in the field. These handhelds would sync with the software in order to maintain an accurate inventory/account database that will be integrated with the Collection Data Tracking Systems.
- **On-line Web Reports:** The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports.
- **City Recycling Contractor Vehicle Retrofits:** Included in the Lump Sum cost for this item shall be the necessary coordination with the City's recycling contractor, and the labor associated with the initial retrofitting of the City's recycling contractor's vehicles (assume 3 vehicles involved) with the equipment needed to implement the software tracking system. Keyside power must be installed on each hauler truck per the manufacturer's specifications. Routine on-going maintenance and repairs of the equipment shall also be included in this lump sum payment items.

**BIDDER PRICE SHEET**

Item #	Qty	Description	Unit Price	Total Amount
		Furnish and deliver to individual properties located within the City of Niagara Falls, NY the following refuse and recycling carts with lids, including assembly as specified in this bid document.		
		<b>PURCHASE OF CARTS:</b>		
1.	18,659 each	More or less, 95-gallon recycling carts	\$	\$
2.	18,659 each	More or less, 65-gallon refuse carts	\$	\$
		<b>DISTRIBUTION OF CARTS:</b>		
3.	18,659 each	More or less, 95-gallon recycling carts	\$	\$
4.	18,659 each	More or less, 65 gallon refuse carts	\$	\$
		<b>LIST MANUFACTURER AND MODEL NUMBER:</b>		
		<b>95-Gallon Recycling Carts</b>		
		Manufacturer:		
		Model #:		
		<b>65-Gallon Refuse Cart</b>		
		Manufacturer:		
		Model #:		
		<b>LIST EARLIEST DELIVERY DATE</b>		
		Date:		
		<b>ALTERNATE BID:</b>		
5.	1 each	Cart Tracking, Recycling Participation and Data Reporting Package:	\$	\$
			\$	\$
		<b>ALTERNATE BID-CARTS:</b>		
6.	18,659 each	More or less, 65 gallon recycling carts	\$	\$
7.	18,659 each	More or less, 95 gallon refuse carts	\$	\$
		<b>TOTAL NET PRICE:</b>		

**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 bid 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.**

**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 bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the 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

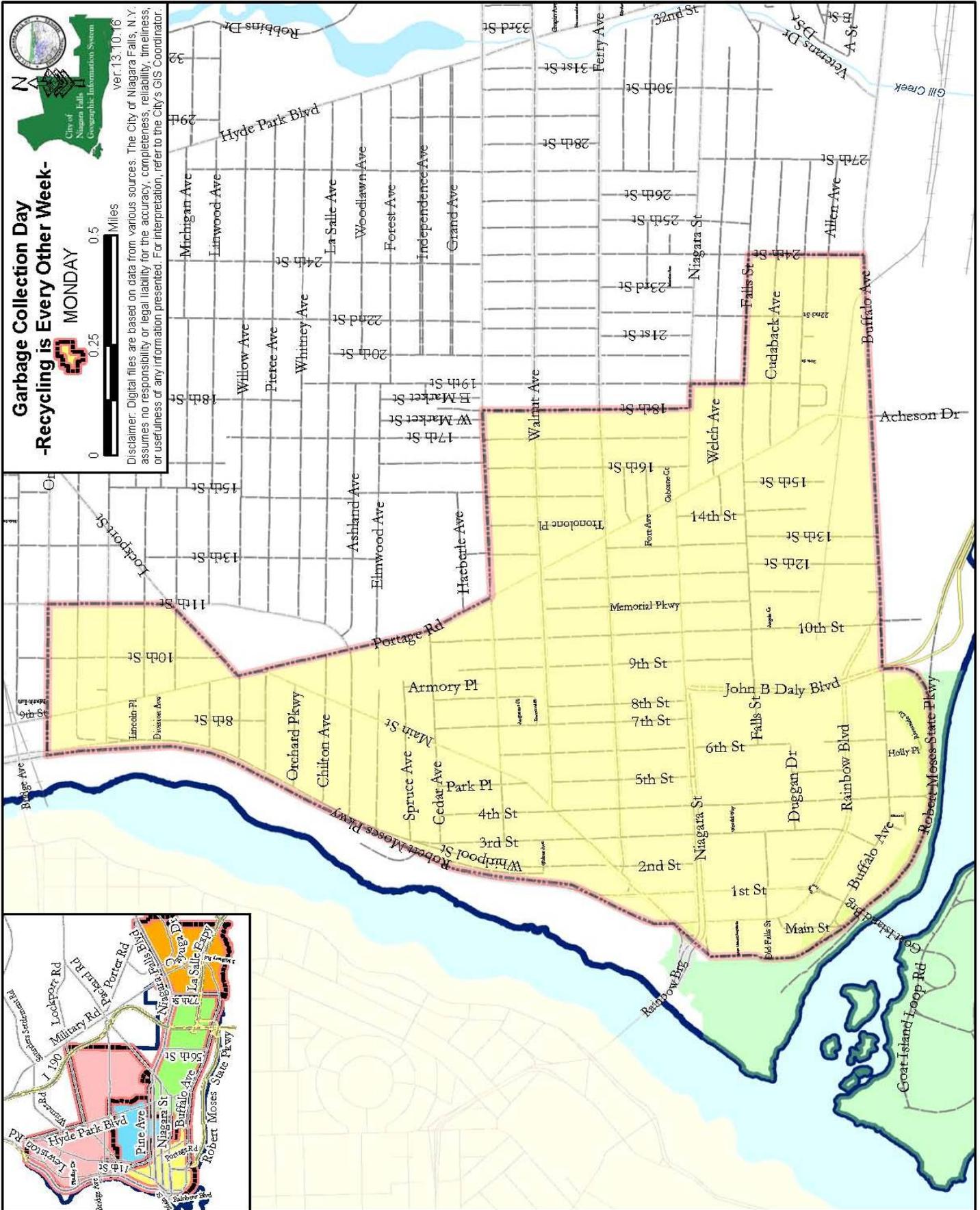
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**City of Niagara Falls Maps  
and  
List of Streets**

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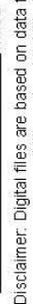
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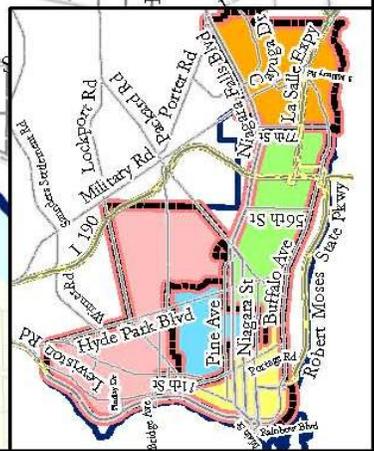
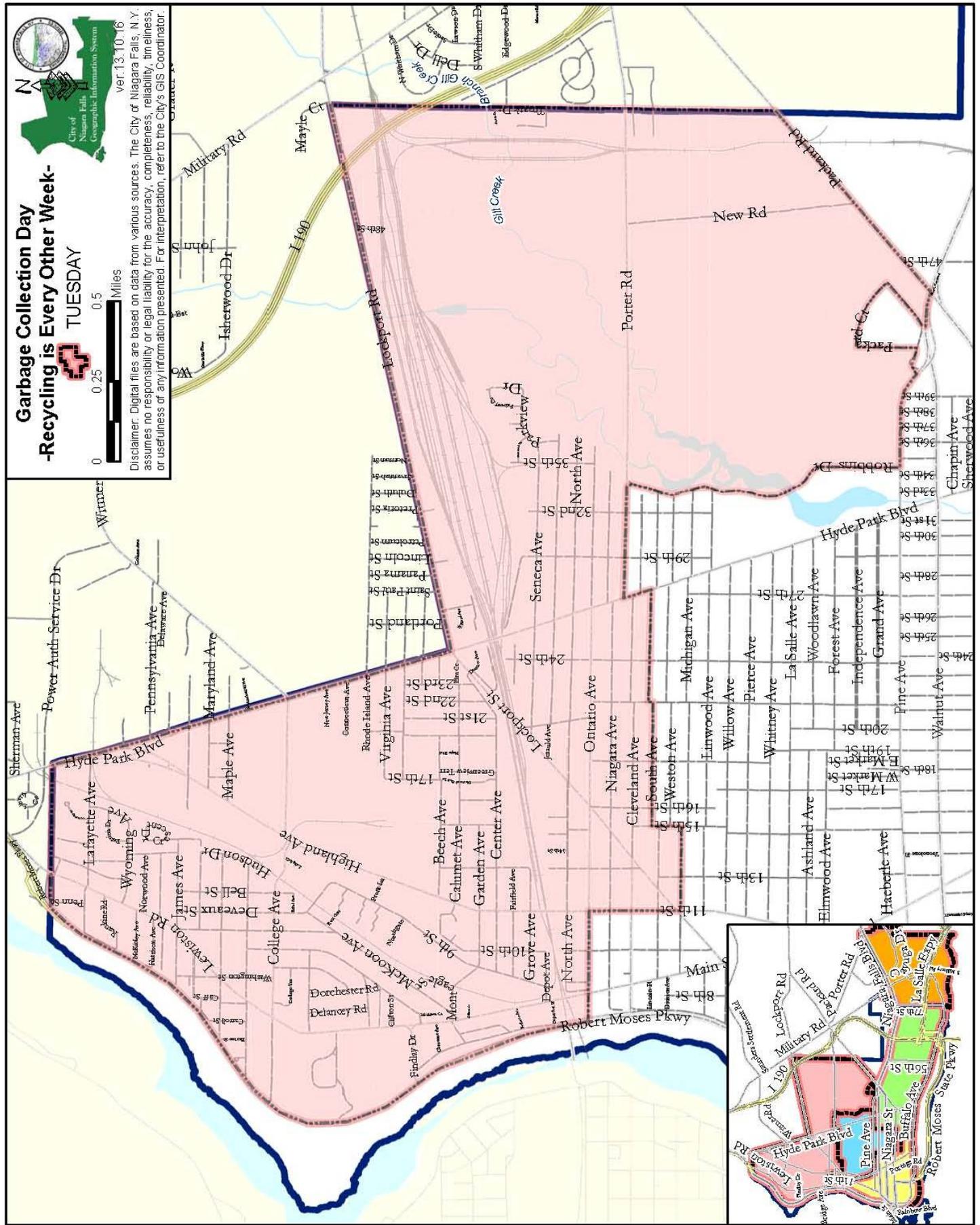


**Garbage Collection Day  
-Recycling is Every Other Week-**

**TUESDAY**



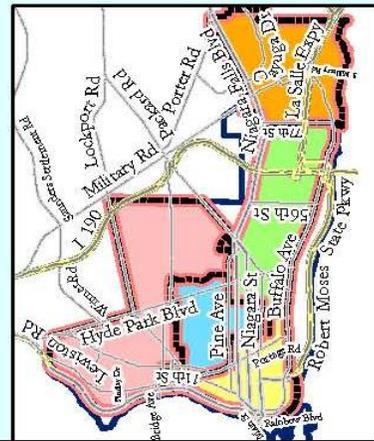
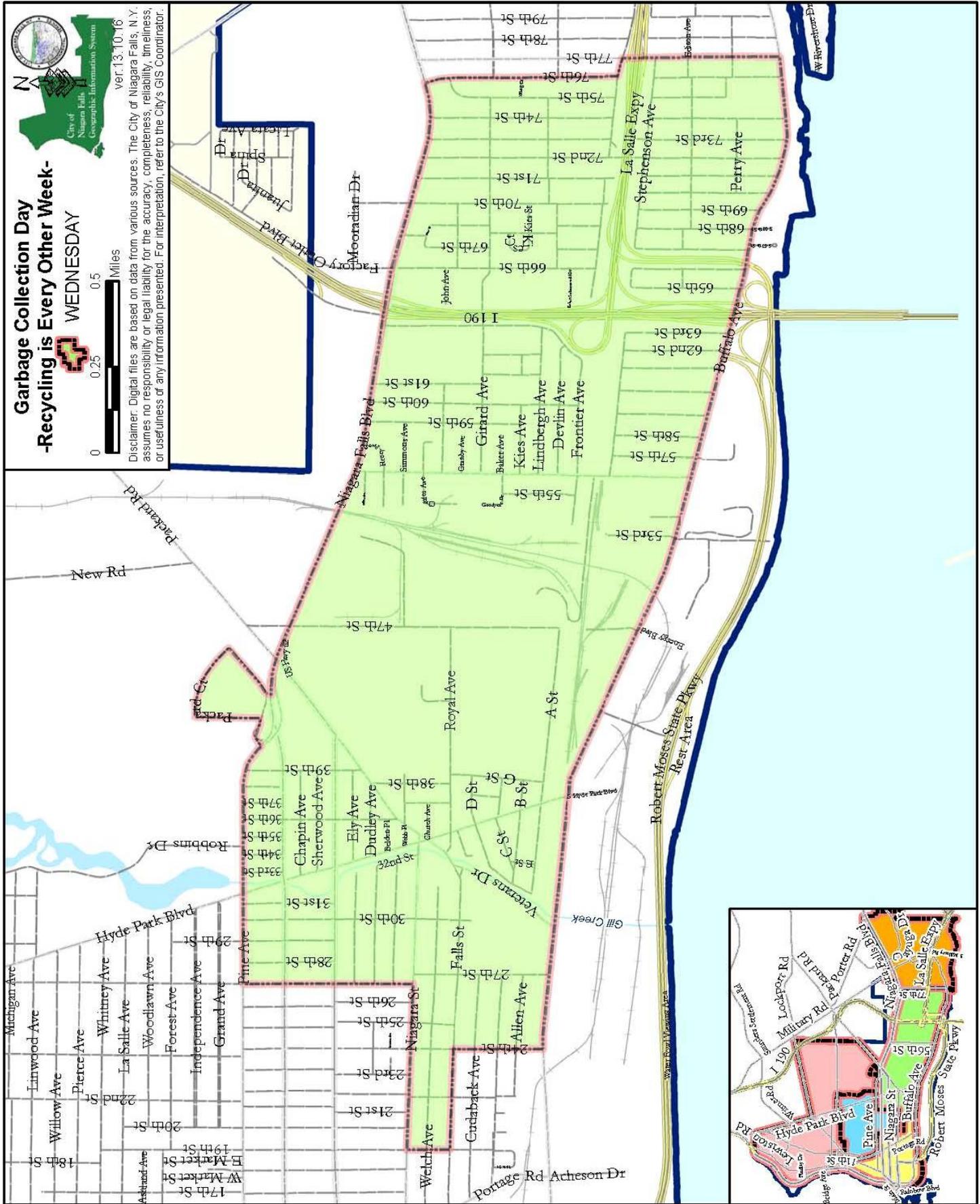
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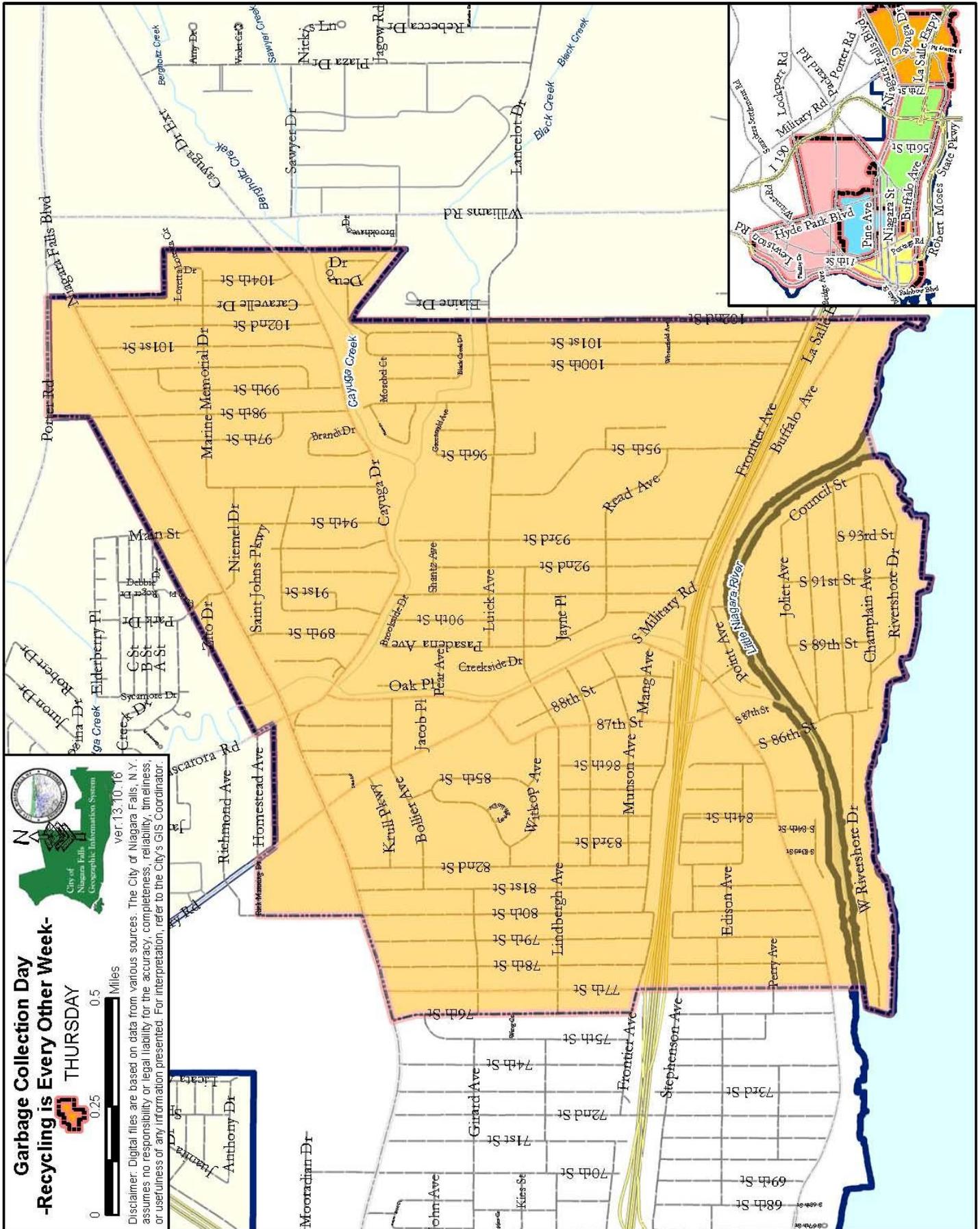


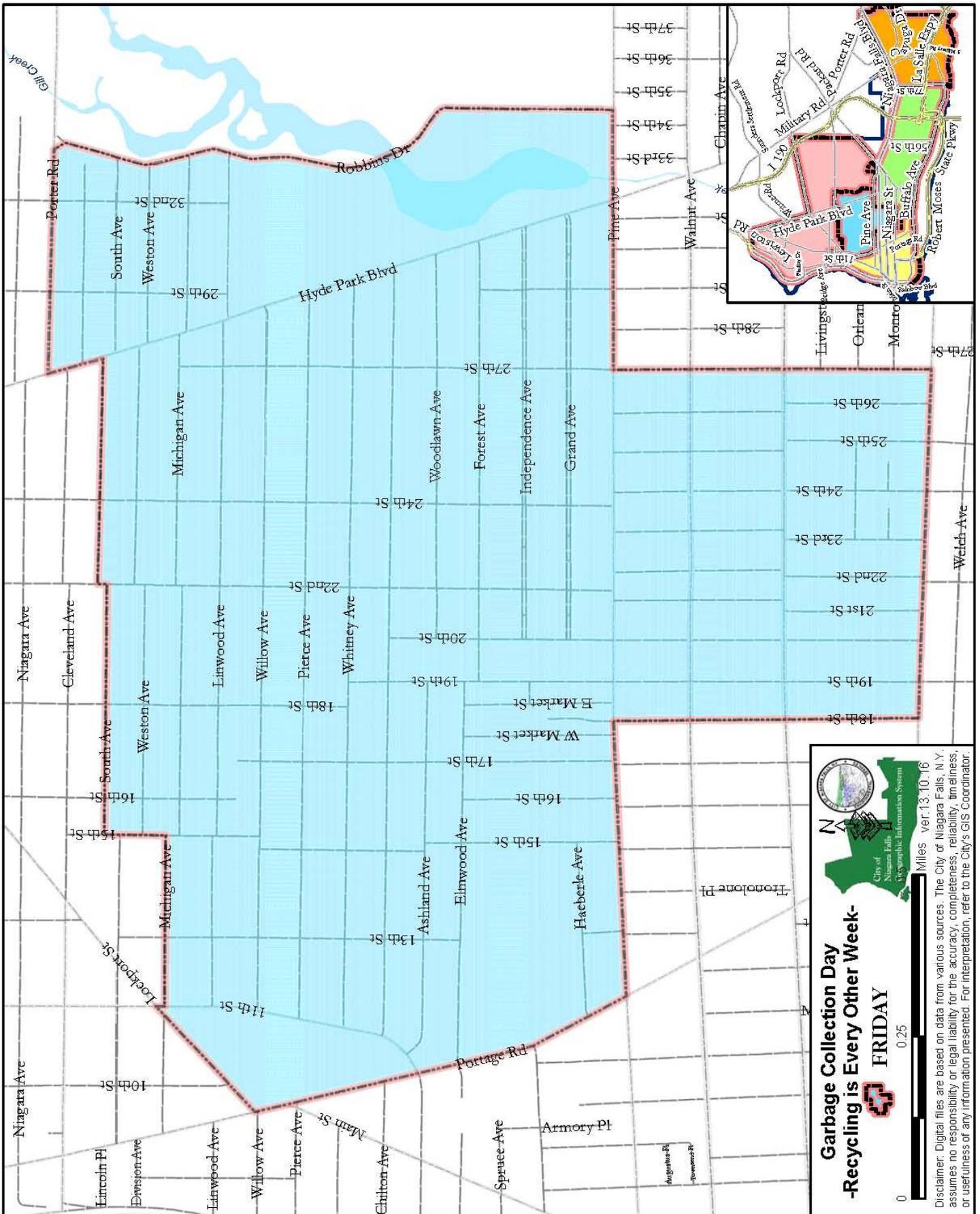


**Garbage Collection Day  
-Recycling is Every Other Week-  
WEDNESDAY**

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



City of Niagara Falls  
Geographic Information System  
Miles ver.13.10.16



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

List of Streets for Collection 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	