



**INVITATION TO BID
FOR THE COLLECTION AND REMOVAL OF GARBAGE, TRASH, AND RECYCLABLE
MATERIALS
Bid #25-01**

Submission Deadline: March 7, 2025, by 3:00 PM

Contract Period: Five years, beginning June 1, 2025

The Village of Fonda will receive sealed bids for the collection and removal of garbage, trash, and recyclable materials until **3:00 PM on Friday, March 7, 2025**, at the Office of the Village Clerk, located at **8 E. Main Street, PO Box 447, Fonda, NY 12068**. Bids will be publicly opened and read at the **regular monthly board meeting at 6:30 PM on Monday, March 10, 2025**.

Form of Submission

- All bids shall be submitted in a **sealed, opaque envelope** clearly marked:
“Bid for the Collection and Removal of Garbage, Trash, and Recyclable Materials - Bid #25-01.”
- Bids must be submitted using the forms provided by the Village of Fonda and filled out completely. Any item with no bid should be marked **“No Bid.”**
- Bids must be executed by the bidder or an authorized representative of a corporation or partnership. If a corporation, the corporate seal must be affixed where indicated.
- Bidders must submit a properly executed **Non-Collusion Certificate** with their bid.
- The Village of Fonda reserves the right to **reject any or all bids**, waive any irregularities, and award the bid to the lowest **responsive and responsible** bidder in the best interest of the Village.

Bid Validity Period

Bids may be withdrawn before opening. Once opened, they remain in effect for **forty-five (45) days** from the opening date.

Compliance with Laws and Regulations

The bidder is responsible for adhering to all applicable federal, state, and local laws and regulations governing the bid. **Appendix A – Standard Clauses for NYS Contracts** is incorporated into this bid document.

Tax Exemptions

The Village of Fonda is exempt from federal and state sales or use taxes. Bidders shall not include such taxes in their bid prices.

Indemnification

The contractor shall indemnify and hold the Village of Fonda harmless from any and all claims, actions, damages, liabilities, and charges arising from the contractor's operations, negligence, or fault during the course of work under this contract.

Insurance Requirements

The contractor shall procure and maintain the following insurance coverage:

1. **Workers' Compensation and Employer's Liability Insurance** for job-related injuries.
 2. **Automobile Liability Insurance** limits of at least **\$1,000,000 per accident** for bodily injury, death, or property damage.
 3. **Public or General Liability Insurance** with the following limits:
 - o Each Occurrence: **\$1,000,000**
 - o Aggregate: **\$2,000,000**
 4. The Village of Fonda must be named as an **Additional Insured** on all applicable policies. A **Certificate of Insurance** must be provided before work commences, with a ten (10) day notification period for cancellations.
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Assignment and Subcontracting

- The contractor shall not assign, transfer, sublet, or otherwise dispose of any part of the work without the Village's prior written consent.
 - The contractor shall provide **60 days written notice** of any intent to assign, transfer, or sublet this contract.
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Supervision of Work

- The contractor shall be responsible for all operations under this contract.
 - The village shall be provided with a list of supervisory personnel and their contact numbers, including a **designated emergency point of contact**.
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Contractor Qualifications

- The contractor must have successfully performed municipal garbage contracts for at least **three (3) of the past ten (10) years**.
 - If the contractor does not meet this requirement, they must provide a **performance bond** equal to the first year's bid price.
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Scope of Work – Waste Collection Services for the Village of Fonda

The Village of Fonda seeks a contractor to provide waste collection services for five years, from **June 1, 2025, to May 31, 2030**. The selected contractor shall be responsible for collecting, removing, and disposing of **all garbage, trash, and recyclable materials** within the corporate boundaries of the village.

Service Requirements:

The contractor shall:

- **Collect waste once weekly** from all residences and small commercial businesses, as **Chapter 138 of the Village Code outlines**.
- **Provide service for two (2) 64-gallon containers per taxed parcel**.
- **Offer additional container services** at a contractor-established rate, payable directly by property owners.
- Ensure **large commercial businesses and tax-exempt properties contract separately** for waste collection.
- Utilize **leak-proof, enclosed metal garbage trucks and compartmentalized recycling trucks** for collection.
- Ensure all drivers hold a **valid New York State Commercial Driver's License (CDL)**.
- **Clean up any spilled waste** and return refuse containers upright after collection.
- **Notify the Village at least 30 days before** any proposed changes to the collection schedule.

Billable Units and Collection Scope:

- **Total Parcels 2025:** 294
- **Less commercial roll-offs:** 22
- **Total Billable Units:** 272

Each **taxed parcel** within the Village will receive **one standard weekly collection service for up to two 64-gallon containers** per unit. Multi-unit residential properties within a single-taxed parcel will be included in standard service. **Commercial roll-off containers are excluded** from this contract and must be arranged separately by the business owner.

The selected contractor must provide **reliable and efficient** waste collection services and ensure **compliance with all local, state, and federal regulations**.

Spring and Fall Dumpster Services

The contractor shall provide the Village of Fonda with spring and fall dumpster services, delivering and removing the requested number of dumpsters each service period.

Specifications:

- The contractor shall deliver the requested quantity of 40-cubic-yard dumpsters to a designated location within the Village of Fonda for both spring and fall collection periods.
- Removal of the dumpster shall occur after each dumpster is filled, as determined by the Village.
- Tipping fees shall be paid separately by the Village of Fonda.
- The contractor's bid must include pricing for delivery and removal services per dumpster for the spring and fall periods.

Municipal Service Provision Clause

As part of this contract, the selected contractor shall provide the Village of Fonda Municipal Building, 8 E. Main Street, and the Waste Treatment Facility, 28 S. Bridge Street, with one commercial waste collection bin at each location at no cost for the duration of the agreement (June 1, 2025 – May 31, 2030). The bin shall be appropriate in size to accommodate the facility's waste needs and shall be collected regularly and according to commercial service standards.

The contractor shall ensure:

The bins are adequately maintained, clean, and in good working condition throughout the contract term.

- Waste collection is timely and does not disrupt municipal operations.
- The Village incurs no charges for the bin or its collection services.

This provision shall be a mandatory component of the bid proposal, and failure to comply may result in disqualification or contract termination.

Holiday and Weather-Related Adjustments

- The Village and the contractor must mutually agree on holiday collection schedules.
- In the event of severe weather, the contractor must complete missed collections on the next business day.

Contract Termination

The Village of Fonda reserves the right to terminate the contract if the contractor's certification under NYS Finance Law **§139j and §139k** is found to be intentionally false or incomplete.

Bid Pricing

Bidders must enter a **per-unit price** for the contract term as follows:

Annual Period	Unit Price per Month
June 1, 2025 – May 31, 2026	\$ _____
June 1, 2026 – May 31, 2027	\$ _____
June 1, 2027 – May 31, 2028	\$ _____
June 1, 2028 – May 31, 2029	\$ _____
June 1, 2029 – May 31, 2030	\$ _____

Spring and Fall Dumpster Services

Service Period	Delivery & Removal Fee
Spring and Fall 2025	\$ _____
Spring and Fall 2026	\$ _____
Spring and Fall 2027	\$ _____
Spring and Fall 2028	\$ _____
Spring and Fall 2029	\$ _____
Spring 2030	\$ _____

Bidders are cautioned to consider **anticipated cost increases** in each annual per-unit price.

Non-Collusive Bidding Certification

Each bid must be accompanied by a signed **Non-Collusive Bidding Certification**, as required under **Section 103-d of the NYS General Municipal Law**.

Bid Submission Contact Information

Village of Fonda – Office of the Village Clerk
8 E. Main Street, PO Box 447
Fonda, NY 12068
Phone: (518) 853-4335

Deadline for Submission: March 7, 2025, by 3:00 PM

Bid Opening: March 10, 2025, at 6:30 PM at the Village Board of Trustees Meeting.

Bid Acknowledgment and Certification

By signing this Bid Form, the undersigned acknowledges and agrees that:

- This bid has been submitted in accordance with the terms and conditions outlined in the **Village of Fonda Invitation to Bid (Bid #25-01)**.
- The prices quoted herein shall remain valid for **forty-five (45) days** from the bid opening date.
- If awarded the contract, the bidder agrees to execute the contract and commence work in accordance with the timeline specified in the bid documents.
- The bidder certifies compliance with all applicable federal, state, and local regulations governing this contract.
- The bidder confirms that the information provided in this bid submission is accurate and complete to the best of their knowledge.

AUTHORIZED REPRESENTATIVE

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

NOTARY PUBLIC CERTIFICATION

State of _____

County of _____

On this ____ day of _____, **2025, before me, the undersigned, personally appeared** **** _____**** (Authorized Representative), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires: _____

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE:** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of the State. Any attempts to assign the contract without the State's written consent are null and void.
3. **COMPTROLLER'S APPROVAL:** In accordance with Section 112 of the State Finance Law, this contract shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in their office, where applicable.
4. **WORKERS' COMPENSATION BENEFITS:** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor provides and maintains coverage during the life of this contract for the benefit of such employees as required by the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS:** The Contractor shall comply with all applicable federal and state laws prohibiting discrimination, including Article 15 of the Executive Law.
6. **WAGE AND HOURS PROVISIONS:** If this is a public work contract covered by Article 8 or 9 of the Labor Law, the Contractor must comply with prevailing wage and supplement requirements.
7. **NON-COLLUSIVE BIDDING CERTIFICATION:** In accordance with Section 139-D of the State Finance Law, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.
8. **INTERNATIONAL BOYCOTT PROHIBITION:** The Contractor agrees, as a material condition of the contract, that it has not participated and will not participate in an international boycott in violation of federal law.
9. **SET-OFF RIGHTS:** The State retains all statutory rights of set-off, including withholding payments due to the Contractor to satisfy any outstanding obligations.
10. **RECORDS:** The Contractor shall maintain complete and accurate books and records related to this contract, which must be retained for at least six years or as required by law.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:** The Contractor must provide its Federal Employer Identification Number (FEIN) or Social Security Number on all invoices or payment vouchers.
12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, the Contractor will ensure equal employment opportunities.
13. **CONFLICTING TERMS:** In case of a conflict between this contract and Appendix A, the terms of Appendix A shall prevail.
14. **GOVERNING LAW:** This contract shall be governed by the laws of the State of New York.
15. **LATE PAYMENT:** Payment timelines shall be governed by Article 11-A of the State Finance Law.
16. **NO ARBITRATION:** Disputes shall be resolved in a court of competent jurisdiction in New York State.
17. **SERVICE OF PROCESS:** The Contractor consents to service of process upon it by registered or certified mail.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS:** The Contractor certifies compliance with State Finance Law Section 165 regarding the use of tropical hardwoods.
19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES:** The Contractor affirms compliance with the MacBride Fair Employment Principles regarding business operations in Northern Ireland.
20. **OMNIBUS PROCUREMENT ACT OF 1992:** The Contractor certifies efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors.
21. **RECIPROCITY AND SANCTIONS PROVISIONS:** Contracts may be denied to bidders whose home states impose restrictions on New York State vendors.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT:** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act.
23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW:** If this is a consulting contract, the Contractor must submit the required reports per State Finance Law.
24. **PROCUREMENT LOBBYING:** The contractor affirms compliance with State Finance Law Sections 139-j and 139-k regarding procurement lobbying disclosures.
25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES TAX:** If required under Tax Law Section 5-a, failure to certify compliance may result in contract termination.
26. **IRAN DIVESTMENT ACT:** The Contractor certifies that it is not on the prohibited entities list under State Finance Law Section 165-a regarding Iran divestment.

Village of Fonda

8 E. Main Street, PO Box 447 Fonda, NY 12068

Telephone: +1 518.853.4335 Fax: +1 518.853.4555

Web: www.villageoffonda.ny.gov Email: villageclerk@villageoffonda.ny.gov



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NON-COLLUSIVE BIDDING CERTIFICATION Village of Fonda

Pursuant to Section 139-D of the State Finance Law, the undersigned bidder and the person signing on behalf of the bidder certify, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been determined independently, without collusion, consultation, communication, or agreement with any other bidder or competitor to restrict competition.
2. Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the public opening, directly or indirectly, to any other bidder or competitor.
3. The bidder has not attempted or will not attempt to induce any other person, partnership, or corporation to submit or refrain from submitting a bid to restrict competition.

Bids will not be considered for award, nor will any awards be made if the above certifications have not been met. If the bidder cannot certify the above, they must provide a signed statement explaining the reasons in the addendum.

If the bidder is a partnership or proprietorship, complete the following:

Names of Partners/Principals	Legal Residence

If the bidder is a corporation, complete the following:

Names of Officers		Legal Residence
President		
Secretary		
Treasurer		

Bidder Certification, Acknowledgement, and Authorized Signature

Subscribed to under penalty of perjury under the laws of the State of New York this ____ day of _____, 2025, as the act and deed of the bidder, by an authorized representative who is duly empowered to sign and accept this Non-Collusive Bidding Certification on behalf of the entity. The undersigned certifies that the statements contained in this document are true, accurate, and complete to the best of their knowledge and belief.

(Signature) By:

Name:

Title:

Street Address:

City, State, Zip

ADDENDUM TO NON-COLLUSIVE BIDDING CERTIFICATION

A bid shall not be considered for award, nor shall any award be made where the above certifications have not been complied with. If the bidder cannot certify the foregoing, the bidder shall state and furnish a signed statement detailing the reasons below:

Statement of Explanation:

Bidder Information

Bidder:

Street Address:

City, State, Zip

(Signature) By:

Name:

Title:

Date:
