

VILLAGE OF MORRISVILLE NOTICE TO BIDDERS

Please take notice that the Village of Morrisville will receive sealed bids for the provision of garbage and recyclable collection services within the Village of Morrisville for the period June 1, 2023 to May 31, 2025. Bids shall be submitted in person or sent in by UPS, FedEx or USPS and delivered to Amy Will, Village Clerk, at the address indicated on the Instructions to Bidders document contained in the bid package. All bid proposals must be received by 2:00 p.m. on February 15, 2023 at which time such bids shall be opened and read aloud. Bids received after this time will not be opened, will be returned to the bidder and such bids shall not be considered.

The bid specifications, bid forms and instructions to bidders may be obtained at the office of the Village Clerk, 23 Cedar Street, Morrisville, NY, during normal business hours. All bids must meet or exceed the specifications. Exceptions to the specifications must be listed in detail on the bid forms provided. Failure to list exceptions shall cause your bid to be rejected by the Village Board. All bids must be submitted on the forms provided and no other form of bid shall be acceptable.

Bids must be submitted in sealed envelopes at the above address and shall bear on the face thereof "GARBAGE AND RECYCLING SERVICES BID" and the name and address of the bidder, and shall be accompanied by a certificate of non-collusive bidding properly executed as required by law.

Each bid proposal must also be accompanied by a separate bid security of a certified check, bank treasurer's check, or a bid bond payable to the municipality in the amount of five percent (5%) of the total bid price. If, upon acceptance of the bid by the Village, a bidder fails to enter into a contract with the Village, then the bid security shall be regarded as liquidated damages and shall be forfeited to, and become the property of the Village. All bids shall be binding for 45 days subsequent to the date of bid opening, and no bid may be withdrawn during such time. The Village Board reserves the right to accept or reject any or all bids and to waive any informality which, in its opinion, serves the best interests of the Village of Morrisville.

Dated: January 25, 2023
Amy Will, Village Clerk

VILLAGE OF MORRISVILLE INSTRUCTIONS TO BIDDERS

Bid instructions for bids for the provision of garbage and recycling services within the Village of Morrisville.

- (1) ALL BIDS SHALL BE BINDING FOR 45 DAYS SUBSEQUENT TO DATE OF BID OPENING, AND MAY NOT BE WITHDRAWN DURING SUCH TIME PERIOD.
- (2) BID SUBMISSION: BIDS SHALL BE SUBMITTED TO AMY WILL, VILLAGE CLERK OF THE VILLAGE OF MORRISVILLE, BY 2:00 P.M. ON FEBRUARY 15, 2023. BIDS SUBMITTED IN PERSON SHOULD BE DELIVERED TO THE VILLAGE CLERK'S OFFICE, 23 CEDAR STREET, MORRISVILLE, NY 13408. BIDS SUBMITTED BY USPS SHOULD BE SENT TO: VILLAGE OF MORRISVILLE, PO BOX 955, MORRISVILLE, NY 13408. BIDS SUBMITTED BY FEDEX OR UPS SHOULD BE SENT TO: VILLAGE OF MORRISVILLE, 23 CEDAR STREET, MORRISVILLE, NY 13408. PLEASE NOTE, VILLAGE MAIL IS PICKED UP FROM THE MORRISVILLE POST OFFICE EACH WEEKDAY MORNING. BIDS DELIVERED TO SAID POST OFFICE ON THE AFTERNOON OF BID OPENING DAY WILL NOT BE RECEIVED UNTIL THE FOLLOWING DAY AND WILL BE CONSIDERED LATE. PLEASE ACCOUNT FOR THIS IF USING USPS. IT IS THE BIDDER'S RESPONSIBILITY TO ALLOW FOR SHIPPING DURATIONS AND TO TRACK PACKAGES.
- (3) BID OPENING: BIDS SHALL BE SUBMITTED TO THE VILLAGE CLERK OF THE VILLAGE OF MORRISVILLE BY 2:00 P.M. ON FEBRUARY 15, 2023 AND SHALL BE OPENED BY THE CLERK AND READ ALOUD AT SUCH PLACE AND TIME.
- (3) ALL BIDS MUST MEET OR EXCEED THE SPECIFICATIONS. EXCEPTIONS TO THE SPECIFICATIONS MUST BE LISTED IN DETAIL ON THE BID FORMS PROVIDED. FAILURE TO LIST EXCEPTIONS SHALL CAUSE YOUR BID TO BE REJECTED BY THE BOARD OF TRUSTEES.
- (4) ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED AND NO OTHER FORM OF BID SHALL BE ACCEPTABLE. THE FAILURE TO PROVIDE ANY INFORMATION REQUESTED ON THE BID FORM SHALL BE GROUNDS FOR REJECTION OF THE BID. ALL BIDS MUST BE ACCOMPANIED BY AN EXECUTED NON-COLLUSIVE BIDDING CERTIFICATE. **ALL LABOR RATE CALCULATIONS FOR THE BID AMOUNT MUST BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEW YORK STATE PREVAILING WAGE LAW (LABOR LAW SECTION 220) AND THE WAGE SCHEDULES INCLUDED IN THE BID PACKAGE.**
- (5) THE VILLAGE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITY WHICH IN ITS OPINION, SERVES THE BEST INTEREST OF THE VILLAGE OF MORRISVILLE.

(O V E R)

- (6) BIDS WILL BE SUBMITTED IN SEALED ENVELOPES AT THE ABOVE ADDRESS AND SHALL BEAR ON THE FACE THEREOF THE NAME AND ADDRESS OF THE BIDDER AND THE NOTATION "GARBAGE AND RECYCLING SERVICES BID".
- (7) TO DEMONSTRATE QUALIFICATIONS TO PERFORM THE WORK, EACH BIDDER MUST BE PREPARED TO SUBMIT, WITHIN FIVE DAYS OF THE VILLAGE'S REQUEST, WRITTEN EVIDENCE, SUCH AS FINANCIAL DATA, PREVIOUS EXPERIENCE, PRESENT COMMITMENTS AND OTHER SUCH DATA AS MAY BE REQUESTED.
- (8) EACH BID MUST BE ACCOMPANIED BY BID SECURITY MADE PAYABLE TO THE VILLAGE OF MORRISVILLE IN AN AMOUNT OF FIVE PERCENT OF THE BIDDER'S MAXIMUM BID PRICE AND IN THE FORM OF A CERTIFIED OR BANK CHECK PAYABLE TO THE VILLAGE OF MORRISVILLE, OR A BID BOND IN THE FORMS REQUIRED BY LAW OR REGULATION AND EXECUTED BY A SURETY LICENSED TO ISSUE SUCH SECURITY IN THE STATE OF NEW YORK AND ALSO NAMED IN THE CURRENT LIST OF "COMPANIES HOLDING CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETIES ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANIES" AS PUBLISHED IN CIRCULAR 570 (AS AMENDED) BY THE AUDIT STAFF BUREAU OF ACCOUNTS, U.S. TREASURY DEPARTMENT. ALL BONDS SIGNED BY AN AGENT MUST BE ACCOMPANIED BY A CERTIFIED COPY OF THE AGENT'S AUTHORITY TO ACT.

THE BID SECURITY OF THE SUCCESSFUL BIDDER WILL BE RETAINED UNTIL SUCH BIDDER HAS EXECUTED THE AGREEMENT, WHEREUPON THE BID SECURITY WILL BE RETURNED. IF THE SUCCESSFUL BIDDER FAILS TO EXECUTE AND DELIVER THE AGREEMENT WITHIN FIFTEEN DAYS AFTER THE DATE OF MAILING OF THE NOTICE OF AWARD, THE VILLAGE MAY ANNUL THE NOTICE OF AWARD AND THE BID SECURITY OF THAT BIDDER WILL BE FORFEITED. THE BID SECURITY OF OTHER BIDDERS WHOM THE VILLAGE BELIEVES TO HAVE A REASONABLE CHANCE OF RECEIVING THE AWARD MAY BE RETAINED BY THE VILLAGE UNTIL THE EARLIER OF THE SEVENTH DAY AFTER THE EFFECTIVE DATE OF THE AGREEMENT OR THE FORTY-SIXTH DAY AFTER THE BID OPENING, WHEREUPON BID SECURITY FURNISHED BY SUCH BIDDERS WILL BE RETURNED. BID SECURITY ACCOMPANYING BIDS WHICH ARE NOT COMPETITIVE WILL BE RETURNED WITHIN SEVEN DAYS AFTER THE BID OPENING.

VILLAGE OF MORRISVILLE

CONTRACT AND SPECIFICATIONS FOR GARBAGE, RECYCLABLES AND RUBBISH COLLECTION

The contractor agrees to legally pick-up, remove and dispose of all garbage, recyclables, rubbish and waste from those properties specified herein and located within the Village of Morrisville, New York. The Contractor further agrees to acquire, obtain and maintain all permits required for waste hauling by the applicable local, state and federal agencies and authorities regulating the disposal, pick-up, removal and transportation of garbage, recyclables, rubbish and other solid waste. The Contractor must further comply in all respects with the following specifications:

1. **DEFINITIONS** – Definitions as used in this contract shall be as follows:
 - a. The term garbage shall include, but not be limited to, every accumulation of both animal and vegetable matter, liquid or otherwise, which accumulates in the preparation of food, and all sorts of meat, fish, fowls or vegetables which are prepared, stored or used and are subject to decay.
 - b. The term recyclables shall mean all garbage, rubbish and other materials or waste which are specifically designated as such, or are required to be separated from the garbage or rubbish collected by the Contractor by the governing authorities and/or operators of the County of Madison Landfill and its recycling facilities.
 - c. The term rubbish shall mean papers, rags, bottles, cans and other similar solid wastes.

2. **EQUIPMENT** – The Contractor shall have three or more enclosed metal trucks commonly called “garbage” or “sanitation” trucks with automatic packers, all of which have a capacity of no less than 18 cubic yards compacted, with no leaks of any waste materials or liquids. To lessen the likelihood of breakdown within the Village, the Contractor agrees to use only trucks in excellent mechanical condition and exterior appearance, preferably no more than three years old. Trucks older than three years shall be subject to inspection and approval by the Village. At any time during the term of this Contract, the Village shall have the right and authority to demand that any truck deemed by the Village not in satisfactory mechanical condition or exterior appearance be removed from service to the Village or repaired to the extent determined necessary by the Village in its sole discretion. A list indicating the make, model, year and capacity of each truck to be utilized to perform services under this contract, accompanied by photographs of each truck, shall be supplied to the Village with the Contractor’s bid, and said list shall be kept current throughout the Term of this Contract.

3. **PICK-UP LOCATION** – The Contractor agrees to pick up garbage, rubbish and/or recyclables placed in sealed bags or containers (as specified herein) placed at the curb. In the case of picking up and removing garbage, rubbish or recyclables from commercial establishments, when more practical, such materials may be picked up at the rear of commercial establishments.

4. **NUMBER OF CONTAINERS** – The Contractor shall not be required to collect more than six (6) bags or containers full of garbage, rubbish and/or solid waste per property on any one pick-up.

5. CONTAINER SIZE AND WEIGHT – The Contractor shall be required to pick up the contents of all bags or containers when the combined weight of contents and each bag or container does not exceed 60 pounds or when the bag or container capacity does not exceed 30 gallons. The Contractor shall not be responsible for pick up or servicing of commercial dumpsters under this Contract.

6. COLLECTION – During the Contract Term all garbage, recyclables, rubbish and waste shall be collected from each property within the Village (excluding SUNY Morrisville) that puts out such materials in bags or containers in conformance with the specifications contained in paragraphs “4” and “5” of this Contract and in the locations specified in paragraph “3” of this Contract. Such materials shall be collected by the Contractor once each week on a specific day of the week agreed upon by the Village and the Contractor between the hours of 8:00 a.m. and 5:30 p.m. The Contractor agrees to give the Village at least 2 weeks advance written notice of any changes it plans to make in its collection route or schedule.

7. RECYCLABLES PICK-UP, REMOVAL AND SEPARATION – The Contractor shall pick up, remove and legally dispose of all recyclable materials which have been separated from garbage, rubbish and other waste materials pursuant to the directions, regulations and rules promulgated by the governing authority and/or operator(s) of the County of Madison Landfill and/or the County’s recycling facilities. Recyclable separation shall be no more specific than that required by the above authorities, facilities, governments and/or operators. Recyclables shall be picked up and removed by the Contractor on a weekly basis, on a regularly specified day of the week, as is provided in paragraph “6” above.

8. REFUSAL TO PICK-UP AND REMOVE – The Contractor shall have the right to refuse to pick-up and removal of any item(s) of garbage, rubbish or waste which is forbidden, rejected or unacceptable at or by the County of Madison Landfill, or which is in an unacceptable bag or container. In the event that the Contractor so refuses, the Contractor shall affix a tag furnished by the Village to such refused items indicating the reason(s) for refusal.

9. DEFAULT IN COLLECTION – In the event that garbage, recyclables, rubbish and/or waste is not collected at the times and places designated in the contract, the Village may collect same either by using its labor and equipment or by employing an independent contractor, and the cost thereof as determined by the Village Board shall be a charge against, and obligation of the Contractor. In addition, the Village Board may, in its sole and absolute discretion, assess a charge not to exceed 25% of the cost of such collection against the Contractor as liquidated damages for the default in collection.

10. HOLIDAYS – In case of a holiday, collection of garbage, recyclables, rubbish and/or waste may be one day later than normally scheduled, subject to the notice provisions in section “6” above.

11. DISPOSAL LOCATION – All garbage, recyclables, rubbish and/or waste will be disposed of at the Madison County Landfill and recycling facility located on Buyea Road in the Town of Lincoln.

12. ANNEXATION – The Contractor shall collect all garbage, recyclables, rubbish and/or waste within the present Village limits and all new tracts of land to be admitted or annexed to the Village during the period covered by this Contract.

13. **LIABILITY AND INSURANCE** – The Contractor shall indemnify and save harmless the Village against all loss, cost or damage on account of injury (including death) to persons or property occurring in the performance of the contract together with any and all attorney’s fees incurred by the Village on account of any thereof. The Contractor shall, at its own cost and expense, provide and maintain insurance coverage (with insurance companies licensed to transact business in New York State) in full force and effect throughout the period covered by these specifications as follows:

a. **Comprehensive General Liability**, including premises – operations, personal injury, contractual liability, independent contractors and completed operations:

- (i) Property damage in an amount not less than \$1,000,000.
- (ii) Bodily injury in an amount not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

b. **Comprehensive Automobile Liability**, including non-ownership and hired car coverage as well as owned vehicle coverage (with necessary endorsements for compliance with the Motor Carrier Act of 1980):

- (i) Bodily injury and property damage combined single limit of liability not less than \$1,000,000 per occurrence.

c. Not less than \$2,000,000 umbrella coverage.

d. Worker’s Compensation Insurance for its employees and others who might be covered by such insurance - statutory limits.

e. Disability Benefit Insurance - statutory limits.

All above insurance shall be written to include the Village of Morrisville as an additional insured (except as to Worker’s Compensation Insurance and Disability Benefit Insurance) which must be primary and noncontributory and provide for notice of termination or cancellation to be given to the Village at least 30 days prior to the effective date of any such termination or cancellation.

The Contractor shall provide the Village with valid certificates of insurance, or other evidence satisfactory to the Village that all such insurance is in force and that all premiums paid thereon have been duly paid for all such coverage prior to the performance of any services under the contract and thereafter during the term of the contract as may be required by the Village. If the Contractor fails to timely furnish any of such certificates of insurance within twenty (20) days of the Village’s acceptance of the contractor’s bid, the Village may immediately terminate the Contract and the Contractor’s services thereunder.

14. **PERFORMANCE SECURITY** - Upon the signing of the Contract, the Contractor shall provide performance security in the amount of five percent of the contract price in the form of a certified or bank check payable to the Village of Morrisville, which shall be kept by the Village in a segregated non-interest bearing account. In the event there is a default in performance by the Contractor, the Village may draw upon this performance security to pay the Village for any costs incurred by the Village in providing alternative services as provided in section “9” of this Contract. The performance security of the successful bidder will be retained until the Contractor has

performed all of its obligations under the Contract, whereupon the security, or any unused portion thereof, will be returned to the Contractor.

15. TERMS OF PAYMENT - As its sole remuneration for the performance of this Contract, the Contractor shall be paid the sum of \$ _____ over the term of this contract, divided into 24 equal monthly installments, payable on the first day of each month following performance by the Contractor of its portion of the contract. Contractor acknowledges that performance of this contract is subject to the prevailing wage rate requirements of the New York State Labor Law section 220 and agrees to abide by the requirements of the New York State Labor Law with respect to all payments for services rendered under this contract.

16. TERM OF CONTRACT - The Contract shall commence June 1, 2023 and will end on May 31, 2025.

17. ASSIGNMENT - The Contractor shall not assign this contract without the written consent of the Board of Trustees of the Village, which may be withheld by the Village for any reason in its sole discretion.

18. QUALITY OF WORK - All work done by the Contractor for the Village shall be done in a good and workmanlike manner using due and reasonable care in the pick-up of rubbish, trash and/or garbage as the case may be, and, in particular, as same pertains to spillage, care of containers, etc. Contractor represents and warrants that it is familiar with all state, federal, county and local laws and regulations that pertain to and/or affect the work to be done by the Contractor and the safety of Contractor's employees and the public in general, and that Contractor shall at all times adhere to all such laws and regulations in the performance of this Contract.

19. SUSPENSION OR TERMINATION OF CONTRACT – The Village may declare the Contractor in default upon the occurrence of any of the following events:

- a. Contractor is adjudged bankrupt, makes an assignment for the benefit of creditors, or a receiver or liquidator is appointed for the Contractor, or any of Contractor's property, and such petition or proceeding is not dismissed within 20 days, or the proceedings in connection therewith are not stayed on appeal within said 20 days;
- b. Contractor fails to perform the work under the Contract or any part of such work;
- c. Contractor is not in compliance with any laws or regulations applicable to the work under the Contract and has failed to remedy such noncompliance within a reasonable time of receiving notice of such noncompliance; or
- d. Contractor has breached any other material provision of this Contract.

Upon a determination by the Village that the Contractor is in default, Village may, upon notice to Contractor, terminate this Contract, and in such event the Village may exercise all rights granted to it under this Contract and otherwise by law, and all liability to the Contractor, except as otherwise provided herein, shall cease.

Dated: _____

(Corporate seal, if any)

CONTRACTOR: _____
Entity Name

By: _____
Authorized officer, partner or authorized individual

Individual where proprietorship

Address

VILLAGE OF MORRISVILLE

By: _____
Thomas Lane, Mayor

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

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

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

Madison County Article 9

Trash and Refuse Removal **01/01/2023**

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT 10**

ENTIRE COUNTIES

Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

For use with Transfer Station Site Operations Only

Per hour:	07/01/2022
Indus. Truck Driver/Tractor Operator	\$ 21.46
Laborer/ non-construction	\$ 17.81
Conveyor operators and tenders	\$ 16.95
Weighers/Measurers	\$ 21.46

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.30

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal **01/01/2023**

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT 10**

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022	12/31/2022
Trash, Recycling Roll-Off and Brush Drivers	\$ 16.90	\$ 16.90
Thrower Helper	13.20	14.20

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022
 \$ 8.62

Applies the 1st of the month after 30 days of service.
Required up to 40 hours paid per week

Vacation pay:

After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

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

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

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

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

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

10-317

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

**BID FORM
VILLAGE OF MORRISVILLE BID FORM FOR
THE PROVISIONS OF GARBAGE AND RECYCLABLE
COLLECTION SERVICES WITHIN THE VILLAGE OF MORRISVILLE**

Bid Submitted By: _____
Name

**TO: Village of Morrisville
23 Cedar Street
P.O. Box 955
Morrisville, New York 13408**

Gentlemen:

The undersigned, having carefully examined the bidding instructions, contract specifications, this bid form, the non-collusive bidding certificate and form of Notice of Award ("the contract documents") hereby proposes to furnish the following described services at the price stated, in strict conformance with the contract documents.

The undersigned bidder agrees to submit to all conditions reported, intended or implied, both particularly and generally by the contract documents at the prices herein stated for:

\$ _____ Total Contract Amount for Twenty Four Months (24)
(June 1, 2023 to May 31, 2025).

Day(s) of Collection:

Garbage, Rubbish and Trash _____

Recyclables _____

Deviations from bid specifications, if any:
(Continue on reverse side,
if necessary) _____

The undersigned bidder also agrees as follows:

1. That this bid constitutes an offer to enter into a contract with the Village of Morrisville, which offer is irrevocable for a period of forty-five (45) days from February 15, 2023.
2. Upon receipt of an executed Notice of Award in the form attached hereto from the Village of Morrisville, there shall be a binding contract between the undersigned and the Village of Morrisville.
3. Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
 - (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
 - (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

BID SUBMITTED - DATED _____

(if an Individual, Partnership, or Non-Incorporated Organization)

Name of Bidder _____

By _____
Signature

Address of Bidder _____

Names and addresses of Owners of the Firm

(If a Corporation)

List all complaints, citations, claims, actions or proceedings (collectively "Claim(s)") currently pending against Bidder, or which have been served or filed within the two (2) years preceding the bid date, including name of the government entity, agency or department or private claimant(s) asserting the Claim(s), the date(s) and nature of the Claim(s), name of administrative agency, index number and/or court in which the Claims are pending, if applicable:

Name of Bidder _____

By _____
Signature Title

Incorporated Under the Laws of the State of _____

Name of (President) _____
Name Address

Officer (Secretary) _____
Name Address

(Treasurer) _____
Name Address

CORPORATE SEAL

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 Bidder 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 Bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3. above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one.

Date: _____, 20____.

(* Name of Bidder)

at _____
(Address of Bidder)

SEAL (If Bid is by a Corporation)

Telephone: _____

(Signature of Bidder)

Typed: _____

Title: _____

* Insert Bidders name: If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of", if a partnership, give the name of partners, using also the phrase "co-partners trading and doing business under the firm name and style of", if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".