BID MANUAL

for

SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES

December 3, 2026

Binghamton-Johnson City Joint Sewage Board
4480 Vestal Road
Vestal, New York 13850
Phone: 607-729-2975
Fax: 607-729-3041

LEGAL ADVERTISEMENT

INVITATION TO BID – SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES

Notice is hereby given that sealed Bids will be received by the **Binghamton-Johnson City Joint Sewage Board** ("Board") for SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES.

Summary of Scope: Placement of suitable roll-off waste dumpsters/containers and recycling bins at the Binghamton-Johnson City Joint Sewage Treatment Plant ("Plant"), 4480 Vestal Road, Vestal, NY, collection of the loaded containers and bins, transport to county waste management areas and miscellaneous waste collection at the Plant site. This contract does not include stabilized sludge.

To be considered in response to this Bid Invitation, the bidder must submit one (1) paper original of each of the following: 1) Bidder's signed Bid Pricing Worksheet, 2) Statement of Non-Collusion, 3) Qualifications Questionnaire, and 4) Bid Security (if required). The documents shall be submitted in a sealed envelope, with the bid name "Refuse Collection" plainly written on the outside. The sealed envelope shall be addressed to: Douglas Jensen, Business Manager, Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal NY 13850. To be considered by the Board, the documents must be received by the Business Manager no later than 2:00 pm local time, December 3, 2026. All Bids received shall be publicly opened and read aloud at such place and time. No Bidder may withdraw its Bid within 45 days after the Bid Opening.

A Bid Manual, which contains specifications, general conditions, and other contract documents may be reviewed at the Plant Office, 4480 Vestal Road, Vestal, NY, by going to Bids and RFPs | Binghamton - Johnson City Wastewater Treatment Plant website (bjcwwtp.org) and/or obtained from the Business Manager (djensen@bjcwwtp.com), to whom all questions regarding this bid opportunity should be directed. The successful Bidder will be required to perform all services as outlined in the Bid Manual.

Bidders are encouraged to visit the site before submitting bids to evaluate the placing and accessibility of the containers.

Contract Period: January 1st, 2027, through December 31st, 2027.
There will be option(s) to renew for two successive like time periods WITH NO CHANGES IN TERMS AND/OR CONDITIONS, upon mutual agreement between the Board and the successful Bidder.

SPECIFICATIONS

The successful Bidder (also referred to as the "Contractor") will be called upon, for time to time, to collect and transport solid waste and recycling from within the Binghamton-Johnson City Joint Sewage Treatment Plant ("Plant" or "JSTP") to Broome County waste facilities. The categories of waste to be handled are: Bar Screen, Rags, Grit, and C&D (Trash). Also, recyclables which are defined as any items identified by the Broome County Division of Solid Waste as items which haulers are required to accept from households and recycle. This contract does not include stabilized sludge, which is addressed in a separate contract.

Waste Collection and Disposal

The waste is to be collected in roll off containers at the Plant. In the past two years the activity in dump trips for roll off containers approximately 11 c.y. in volume, by type of waste has been as follows:

	Estimated Trips
Grit/Barscreen	48
Rags/Finescreen	48
C&D (Trash)	12

Note that these are very weather dependent and subject to storm sewer surges. A wet year may significantly increase the volume and frequency of trips required.

The successful Bidder shall provide at least four roll-off containers, one for each type of waste, and each at least 11 cubic yards in volume; dimensions not to exceed: 12 ft. length, 8 ft. width & 4 ft. height. Up to 4 containers shall be at the Plant at all times. Plant employees shall direct the Contractor to the place(s) at the Plant where the containers are to be to be dropped. The successful Bidder will provide and be responsible for the maintenance and upkeep of the containers. The Plant requires containers which will fit in available collection areas. The Plant is currently using four container sites which each hold one 11-yard roll-off.

Plant personnel will place a liner in the empty roll-off containers after they have been placed by the successful Bidder. Waste, separated by type, will be loaded into the containers by Plant employees to the approximate limit of the containers, by volume or weight.

Once Plant personnel determine it is time to remove and replace one or more of the containers, the successful Bidder will be notified by telephone or email. The Bidder will take control of the waste and load the container(s) onto its vehicle(s) for immediate transport to the Broome County Landfill, 286 Knapp Rd., Binghamton, NY 13905. The vehicle's operator is responsible for ascertaining

that the maximum tonnage of each load is not exceeded. The vehicle's operator is responsible for taking measures, if any, necessary to secure the load so that the waste remains on the vehicle during transport. At the Landfill, the vehicle's operator will dump the waste at areas designated by the Landfill's operators. The successful Bidder will dispose of the waste at the landfill and immediately return or replace the container(s) to the Plant.

The successful Bidder must respond to a telephone or e-mail notification from the Plant within four (4) hours of notification; or, if the telephone/e-mail notification is received after 2:00PM local time, the successful Bidder shall respond before 10:00AM the following day, except if that day falls on a Sunday or other days when the Landfill is closed, the container(s) will be picked up by 10:00 am the following Monday, or the next business day the Landfill is open.

The successful Bidder may pick up or drop off containers at the Plant only between the hours of 6:00 AM and 2:00PM, all days of the week except Sundays or other days when the Landfill is closed.

The successful Bidder is to provide all vehicles and operators necessary to collect and legally haul the empty and loaded containers over the public roads.

The successful Bidder is solely responsible for hauling the waste to the Broome County Landfill; including any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with pick-up procedures, transport or unloading.

Recyclables Collection and Disposal

Recyclables are to be collected in bins located near entrance gate(s). In the past two years the activity in recyclables has been as follows: plastics, cardboard, county acceptable non-food waste.

The successful Bidder will be expected to also place and maintain bins or dumpster/overhead receptacles for cardboard and other recyclables generated by the office and staff of the Plant. Currently there are six 90-gallon recycling receptacles (covered with lids) provided by hauler in two locations and one cardboard-only 4-yard dumpster. These or an equivalent solution must be provided by Bidder. All equivalent solutions must be approved by the Plant Superintendent in advance of implementation.

Plant employees shall direct the successful Bidder to the place(s) at the Plant where the bins are to be to be dropped. The successful Bidder will provide and be responsible for the maintenance and upkeep of the bins. The Plant requires bins which will fit in available collection areas.

Recyclables will be loaded into the bins by Plant employees, to the approximate limit of the bins, by volume or weight. Once Plant personnel determine it is time to remove and replace one or more of the bins, the successful Bidder will be notified by telephone or e-mail. The successful Bidder will take control of the recyclables and load the bins or their contents onto its vehicle(s) for immediate transport to Broome Recycling Co., Inc., 29 Broad St, Binghamton, NY 13904 or another County approved site. The vehicle's operator is responsible for ascertaining that the maximum tonnage of each load is not exceeded. The vehicle's operator is responsible for taking measures, if any, necessary to secure the load so that the recyclables remain on the vehicle during transport. At the recycling center, the vehicle's operator will dump the recyclables at areas designated by the recycling center's operators. The successful Bidder will dispose of the recyclables at a County approved recycling center and immediately return or replace the bins to the Plant.

The successful Bidder must respond to a telephone or e-mail notification from the Plant within four (4) hours of notification; or, if the telephone or e-mail notification is received after 2:00 PM local time, the successful Bidder shall respond before 10:00AM the following day, except if that day falls on a Sunday or other days when the recycling center is closed, the bins will be picked up by 10:00 am the following Monday, or the next business day the recycling center is open.

The successful Bidder may pick-up or drop off bins at the Plant only between the hours of 6:00 AM and 2:00PM, all days of the week except Sundays or other days when the recycling center is closed.

The successful Bidder is to provide all vehicles and operators necessary to collect and legally haul the recyclables over the public roads.

The successful Bidder is solely responsible for hauling the recyclables to the recycling center; including any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with pick-up procedures, transport or unloading.

Permits, Licenses, Manifests, and Vehicle Logs

The successful Bidder is responsible for obtaining all licenses and permits necessary to operate the vehicles necessary to transport the waste and recyclables on the public roads and to enter onto and dump the waste at the Landfill and the recyclables at the recycling plant. All vehicle operators shall be licensed to operate the vehicles assigned to them by the successful Bidder. The successful Bidder is responsible for the preparation, completion, storage and retention of all required manifests and vehicle logs pertaining to the work.

Exemption from Sales and Use Taxes

The Board is exempt from paying New York State or local sales taxes on any material which it purchases. In computing the Bid, as well as in rendering billings, a Bidder shall not include sales taxes or compensating use taxes of the State of New York or of any city and/or county in the State of New York for any materials to be delivered which are exempt from such taxes.

Payment by Board of Tipping Fees Charged by the Landfill

The Board has made arrangements to pay the Tipping Fees charged by the Landfill, as such may be negotiated between the Board and County from time to time, directly to the Broome County government provided that the successful Bidder includes with each corresponding invoice the dated and time-stamped weigh ticket(s) issued by the Landfill for each load of waste delivered to and dumped at the Landfill. The successful Bidder will be responsible for payment of the Tipping Fees for all Construction & Demolition (C&D) materials delivered to and dumped at the Landfill, but also for ANY material for which no Landfill weigh ticket is provided. The Board will not provide reimbursement to the successful Bidder for any such Tipping Fees it may be required to pay due to failure to furnish a Landfill weigh ticket.

Payment to the successful Bidder

The Contractor will be paid in accordance with Section 3 of the Agreement and Article 4 of the General Conditions. The Board will <u>not</u> pay for overtime. The Contractor will provide a number of operators so that overtime is not required; alternatively, the Contractor shall pay overtime to the operators as required by law but shall <u>not</u> charge the Board an additional amount on account thereof.

The successful Bidder is expected to submit one invoice monthly that will list by date and contents the hauling actions taken and provide copies of the processing facility tickets showing the weight of the material offloaded at the facility. Bidder may use the Plant's dump permit for Grit, Rags, and Bar Screenings but must pay their own landfill fee for the Construction & Demolition (C&D) materials. This should be invoiced with copies of the dated landfill receipts for reimbursement. **NO FUEL SURCHARGE** should be added to the invoices. Such will not be paid by Plant. Bids should have that cost factored in. A copy of the latest Broome County Landfill fee and use guide is attached.

Should the County change their no-charge recyclable policy the Board must be notified by the successful Bidder and that cost will be allowed as an additional payment at no mark-up by the Bidder provided that the successful Bidder includes with each corresponding invoice evidence

satisfactory to the Plant Superintendent of the dates of delivery and the quantity and type of recyclables delivered to the Recycling Center on each date.

The Contractor is not entitled to any payments other than as identified in the provisions referenced above.

Contract Term

Project services will commence on January 1st, 2027, and conclude on December 31st, 2027. There will be option(s) to renew for two successive like time periods WITH NO CHANGES IN TERMS AND/OR CONDITIONS, upon mutual agreement between the Board and the successful Bidder.

(end of Specifications section)

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICES TO POTENTIAL BIDDERS

Your receipt of the Bid Manual and other bid documents does not indicate that the Board has pre-determined your qualifications to receive a contract award. Such a determination will be made after the Bid Opening and will be based on the Board's evaluation of your Bid submission compared to the specific requirements and qualifications contained in the Bid Manual and other bid documents.

The Board will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the specifications which may be given prior to the awarding of the Contract.

The Board will regard all Bids received as an agreement by the Bidder to conform to all items of the Bid Manual and other bid documents, unless specific exemptions are deemed to be in the best interests of the Plant.

By submitting its Bid proposal, a Bidder represents that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq.*, and that it will remain so throughout the term of the Contract. In addition, any subcontractor hired by Bidder shall be required to rep- resent that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq*. Any violation of this representation shall constitute a breach of the Contract, and, among other things, the Board may terminate the Contract in accordance with the default provisions herein.

The Board reserves the right to reject all Bids at the Board's sole discretion, regardless of the number of qualified Bidders submitting conforming proposals, if such an action is deemed to be in the best interest of the Board or the Plant. An irregular or informal Bid may also be rejected.

Award of a Contract will be made to the lowest responsible Bidder whose Bid conforms to all the provisions required to render it formal and legally binding, and whose record of performance, if any, with the Board has been satisfactory.

All information and materials submitted will become the property of the Board. Bidders should not submit proprietary or confidential business information unless it is believed such information is critical to their presentation. Such information should be clearly identified as such. The Board will protect such proprietary or confidential information to the extent the law allows.

This bid request does not commit the Board to award a contract or contracts or to pay any cost incurred in the preparation of a bid in response to this request. The Board reserves the right for any reason at its sole discretion to accept or reject any or all bids received as a result of this request.

Following receipt of bids, the Board may request clarifications and additional information pertaining to the bid(s).

This request and/or the selection of any bid does not create any contractual rights whatsoever with the Board whether by this request or pursuant to any other understanding, written or oral.

BID PROCEDURES

The following procedures shall apply to all Bid submissions:

1. BID PREPARATION:

a) All documents shall be typewritten or printed legibly in ink.

b) Erasures or corrections, if any, shall be initialed in ink.

c) Ambiguous or illegible terms or markings may result in REJECTION of a Bid.

d) Signatures on original documents shall be made in ink.

e) Failure to submit some documents (or the required number of copies of a document), failure to complete all required items on any documents, and/or failure to sign documents required to be signed may result in REJECTION of a Bid.

f) Addition of terms and/or conditions not required by the Bid Manual or bid documents may result in REJECTION of a Bid.

2. BID DOCUMENTS TO BE SUBMITTED: There shall be submitted simultaneously:

a) One (1) paper original and two (2) paper copies of the completed, signed Bid Pricing Worksheet, on the form provided in the Bid Manual, or a copy thereof with original signature;

b) one (1) paper original and two (2) paper copies of the completed, signed

Statement of Non-Collusion, on the form provided;

c) one (1) paper original and two (2) paper copies of the completed, signed

Statement of the Qualifications of Bidder, on the form provided;

d) Bid Security in the form of a CERTIFIED CHECK or BID BOND payable to the order of the "Binghamton-Johnson City Joint Sewage Board" in the sum of FIVE PERCENT (5%) of the Total Bid amount of bid amount shown on Bidder's Bid Pricing Worksheet.

All bonds and signatures on bonds must be notarized and, in a form, acceptable to Board Co-Counsel. Unless a Bidder's Bid is rejected, the Bid Security will be held without interest by the Board as a guaranty that the Bidder whose Bid is accepted will enter into a Contract with the Board to the satisfaction of Board Co-Counsel. Upon execution of such Contract, the Bid Security will be returned.

3. BID ENVELOPES AND PACKAGES: A sealed envelope and/or package containing the Bid submission documents shall be clearly marked with the bid name "REFUSE COLLECTION" plainly written on the outside.
4. BID DELIVERY**:**

a) Bidders assume all risks for timely, properly submitted deliveries. The Board shall bear no responsibility for delays in receipt of any Bid.
b) Sealed bid submissions shall be received until 2:00 p.m. local time, November 19, 2026 at which time bids will be publicly opened and read aloud.
Bid submission documents shall be submitted simultaneously and must be enclosed in a sealed envelope, delivered to the Binghamton-Johnson City Joint Sewage Treatment Plant Office, 4480 Vestal Road, Vestal, New York 13850. E-mail bid submissions are not acceptable and will not be considered.

5. BID WITHDRAWAL OR REVOCATION: Bid submissions shall be non-revocable for 45 days from the Bid Opening date.

LOW BIDDER

The Board seeks Bids for unit price services. The Bid Pricing Worksheet contains spaces for four services, each requiring the bidder to submit a unit price. The Bidder must provide a unit price for each of the services. Bid Pricing Worksheets submitted by Bidders, which do not contain unit prices for each of the four services, are subject to REJECTION. For purposes of bidding, the Board has established the number of units of each service. However, the actual number of units for each service will vary based upon the operational needs of the Plant. The use of the number of units stated in the Bid Pricing Worksheet is for Bid comparison purposes only and does not obligate the Plant to request any given number of units of service be performed by the successful Bidder. The actual number of units of service may be greater or less than the units stated in the Bid Pricing Worksheet.

For purposes of determining the low bidder, the four unit prices submitted by each bidder (Column "D" on the Bid Pricing Worksheet) will be multiplied by number of units (Column "C" on the Bid Pricing Worksheet), to arrive at the "Bid Price" for each service (Column "E" on the Bid Pricing Worksheet). Then, the four "Bid Prices" will be added to arrive at the Bidder's "Total Bid Price". The low bidder will be the bidder with the lowest "Total Bid Price"

CONTRACT

The successful Bidder must enter into a written contract with the Board. The form Agreement that will be used for the contract is included in this Bid Manual. The General Conditions found in this Bid Manual, among other things, are incorporated into the Agreement.

(*end of Instructions to Bidder section*)

GENERAL CONDITIONS

1.0 BASIC PROVISIONS

1.1 The Project: SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES.

1.2 Date of Commencement: January 1st, 2027

1.3 Date of Completion: December 31st, 2027

A. This agreement may be renewed for two successive like time periods WITH NO CHANGES IN TERMS AND/OR CONDITIONS, upon mutual agreement between the Board and the successful Bidder.

1.4 Retainage: n/a

1.5 Liquidated Damages: n a

1.6 Insurance:

Worker's Compensation	Statutory
Public Liability and Property Damage	$2 Million, Combined Single Limit
Automobile Liability	$2 Million, Combined Single Limit

The Board shall be named an additional insured on all liability policies. All policies shall be non-cancelable without thirty (30) days prior written notice to the Board. The Contractor shall deliver to the Board, within ten (10) days of the Date of Commencement, a certificate of insurance demonstrating that such insurance is in effect.

1.7 Contractor: As used in these General Conditions, the term "Contractor" refers to the Bidder to whom a contract is awarded for the Project.

2.0 CONTRACTOR'S SERVICES

2.1 Scope of Services

The services to be rendered under this Agreement shall include all of the labor, materials, and equipment necessary to complete the work described in the Specifications.

2.2 Revision of Scope of Services

The Board may, at any time, by written order, make changes within the scope of services. If the Contractor claims that such changes will cause an increase or decrease in the cost of, or time required for, performance of its services, the Contractor may apply for an equitable adjustment to the fee and/or the Date at Completion. Any claim of the Contractor for such adjustment must be asserted in accordance with Section 2.3. No services for which additional compensation will be charged shall be furnished without the written

authorization of the Board. All orders to the Contractor directing changes in the scope of services, authorizing payments representing increases or decreases in compensation due to changes or revisions, or modifying the Date at Completion, shall be made only by the Board.

2.3 Claims and Disputes

A. If the Contractor claims (i) that any work it has been ordered to do is outside the scope of services, or (ii) that any action or omission of the Board is contrary to the terms and provisions of this Agreement, it shall within five (5) working days after being ordered to perform the work claimed by it to be revised work, or within five (5) working days after the act or omission to act by the Board complained of, request consultation with the Chairperson of the Board regarding such claim. Within five (5) working days after receipt of such request the Chairperson or the Chairperson's designee, shall meet with the Contractor for the purpose of negotiating, in good faith, changes, if any be required, in the scope of services, the compensation, the Date of Completion, or other resolution of Contractor's claim. If, as a result of such consultation, the Contractor and the Chairperson (or the Chairperson designee), agree to proposed changes in the scope of services or compensation required under this Agreement, such proposed changes shall be set forth in writing on a document signed and dated by both the Contractor and the Chairperson (or designee), and then submitted to the Board for approval. Pending Board approval, the Contractor shall promptly comply with the Board's order, unless the Chairperson gives written directions to the Contractor to await Board approval. In the event that: i) the Consultant and the Contractor (or the designee) are unable to agree on mutually acceptable changes in the scope of services, compensation, Date of Completion, or such other resolution of Contractor's claim, or (iii) the Board fails to approve the proposed changes agreed to by the Contractor and the Chairperson (or the designee) within thirty (30) calendar days at the date of the document setting forth the proposed changes is signed by the Contractor and the Chairperson (or the designee) (if more than one date, then the later of the dates), the Contractor shall:

(i) Promptly comply or continue to comply with such order,

(ii) File with the Board, within i) thirty (30) working days after being ordered to perform the work claimed by it to be revised work, or ii) thirty (30) working days after the claimed action or omission on the part of the Board occurred, or iii) forty five (45) working days after the date of the document setting forth proposed changes negotiated by the Contractor and the Chairperson (or designee) is signed by the Contractor and the Chairperson (or the designee) (if more than one date, then the later of the dates), whichever date is latest, a written, verified detailed statement, with documentary evidence, of the items and basis of its claim;

(iii) Produce for the Board's examination, upon notice from the Board, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily

reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit itself and persons in its employ and in its subcontractor's employ, if appropriate, for examination under oath by any person designated by the Board to investigate any claims made against the Board under this Agreement, such examination to be made at a place in Broome County designated by the Board.

(iv) Proceed diligently, pending and subsequent to the determination of the Board with respect to any such disputed matter, with the performance of this Agreement and in accordance with all instructions of the Board.

B. The value of any work which the Contractor is required to do as a result of either

(i) an order of the Board requiring work outside the scope of services; or ii) an act or omission of the request of the Board which is contrary to the terms and provisions of this Agreement, shall be determined by the methods set forth in Section 4.3.

C. The Contractor's failure to comply with any or all parts of Subsection A of this section shall be deemed to be:

(i) A conclusive and binding determination on the Contractor's part that said order, work, action or omission does not involve revised work and it is not contrary to the terms and provisions of this Agreement; and

(ii) A waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of Section 2.3 are for the purpose of enabling the Board to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any work, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim, or take such other action as may seem desirable, and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the Board is aware of the circumstances of any work or other circumstances which might constitute a basis for a claim, and whether or not the Board has indicated it will consider a claim in connection therewith.

D. No person has power to waive or modify any of the foregoing provisions. In any action against the Board to recover the sum claimed by the Contractor to be due under or by reason of this Agreement, the Contractor must allege in its complaint and prove at trial compliance with the provisions of this section.

E. Nothing contained in this section shall in any way affect the Board's right to obtain discovery in any action that might be instituted by or against the Board.

2.4 Responsibility of the Contractor

A. The Contractor shall be responsible for the quality, technical accuracy, timely completion, and the coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Contractor. The Contractor shall, without

additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, studies, designs, drawings, specifications, reports and other services.

B. The Contractor shall ensure that all its vehicles, subcontractors, agents and employees comply with all DOT and OSHA/PESH regulations applicable to the work, including any requirements for personal protective equipment/clothing. Provision of all personal protective gear, devices, equipment, and clothing for all personnel involved with the work shall be the responsibility of the Contractor.

C. Approval by the Board of plans, studies, designs, specifications, reports, and incidental work furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The Board's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Contractor shall be and remain liable in accordance with applicable law for all damages to the Board to the extent caused by the Contractor's negligent performance of any of the services, except for errors, omissions or other deficiencies to the extent attributable to the Board, Board-furnished data or any third party employed by the Board to provide said services to the Contractor.

3.0 TIME OF PERFORMANCE

3.1 Date of Commencement and Completion

The Contractor agrees that it will begin work upon the Date of Commencement stated in Section 1.2, and that it will diligently proceed with said work such that the same shall be completed by the Date of Completion stated in Section 1.3.

3.2 Best Efforts

The Contractor acknowledges that the services to be performed are essential to the effective operation of the Board's functions, and that, therefore, the Contractor will exercise its best efforts to complete the services called for in the minimum time possible. In the event that the Contractor, for good cause shown, cannot complete the services within the time agreed to, the Contractor shall make a written request to the Board, in accordance with the sections which follow.

3.3 Applications for Modification of The Date of Completion

A. If the Contractor claims that adjustment of the Date of Completion is warranted on account of

(i) work that has been ordered to do is outside the scope of services, or

(ii) an action or omission of the Board is contrary to the terms and provisions of this Agreement, the Contractor shall proceed in accordance with section 2.3.

B. If the Contractor claims that, on account of conditions other than those stated in Subsection A above, adjustment of the Date of Completion is warranted, the Contractor shall proceed in accordance with Sections 3.4 and 3.5.

3.4 Notice of Conditions Causing Delay

A. Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor shall notify the Board in writing of the effect, if any, of such condition upon the Date of Completion, and shall state why and in what respects, if any, the condition is causing or may cause such delay.

B. Failure to strictly comply with this requirement may, in the discretion of the Board, be deemed sufficient cause to deny any extension of time arising out of or resulting from such a condition.

3.5 Extension of Time

A. An extension or extensions of time for the completion of the work may be granted by the Board, but only upon written application therefor by the Consultant to the Board.

B. An application for an extension of time shall set forth in detail the source and nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began, ended, or will end, and the number of days delay attributable to each of such causes. Such application shall be submitted prior to completion of the work.

C. If such an application is made, the Contractor shall be entitled to an extension of time for delay and completion of the work caused solely:

(i) By the acts or omissions of the Board, its officers, agents or employees; or

(ii) By unforeseeable supervening conditions entirely beyond the control of the Contractor, such as, but not limited to, Acts of God or the public enemy, war or other national emergency making performance temporarily impossible, and strikes or labor disputes.

D. The Contractor shall be entitled to an extension of time for such causes only for the number of calendar days of delay which the Board may determine to be due solely to such causes, and then only if the Consultant shall have strictly complied with all the requirements of this section and Section 3.4. The Board shall make such determination within thirty (30) calendar days after receipt of the Contractor's application for an extension of time, provided, however, said application complies with the requirements of this section and Section 3.4.

E. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the Contractor or of its

subcontractor, if any, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

F. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Board.

3.6 Delay Claims

By submitting its bid, the Contractor represents and warrants that the provisions herein contained for extension of time are fair and adequate; that the Contractor has had an opportunity to make provision for any and all delays within the contemplation of the parties; and that the Contractor shall not have or assert any claim for damages, or prosecute any suit, action, cause of action, arbitration claim or other proceeding against the Board for such damages arising from any delay or hindrance in the completion of its services due to any act or omission on the part of the Board its agents, servants and employees, or otherwise.

3.7 Liquidated Damages

By submitting its bid, the Contractor acknowledges that the services to be performed are essential to the effective operation of the Board's functions; that it is difficult, if not impossible, to assess the value of the damage the Board will experience in the event the Contractor fails to complete its services within the time allowed; and that therefore, to liquidate those damages, if the Contractor's vehicle(s) and operator(s) fail to arrive at the Binghamton-Johnson City Joint Sewage Treatment Plant, for the purpose of hauling refuse, at the time designated by the Board or its representative by written notice delivered by mail, fax or email at least twenty-four (24) hours prior to the designated time the Contractor shall pay to the Board the Liquidated Damages set forth in Section 1.5.

The payment of liquidated damages shall be in addition to other remedies available to the Board pursuant to its Agreement with the Board, at law, or in equity. The Board may unilaterally elect to take payment of the liquidated damages, in whole or in part, as a credit against any amount owed by the Board to the Contractor pursuant to this Agreement.

4.0 COMPENSATION TO THE CONTRACTOR

4.1 Amount of Compensation

For the faithful performance of the work of this Agreement and its acceptance by the Board, the Board shall pay to the Consultant in accordance herewith and in accordance with the Contractor's bid. The compensation includes, but is not limited to, compensation for personnel time, equipment, materials, insurance, travel expenses, overhead and any other expenses which the Contractor incurs during the performance of said work.

4.2 Method of Payment

A. The Contractor shall, no more than once in each calendar month, submit to the Board a requisition for payment for services performed, provided the services were not

included in an earlier requisition**.** Each requisition shall include: i) the Consultant's written invoice, which shall include a detailed statement of the services for which payment is requisitioned, and ii) a fully completed and signed voucher on a form (known as a "Claim for Payment") available from the Board. The quantity of services completed, and the value thereof, as indicated in the requisition for payment, shall be subject to verification by the Board. Payment by the Board will be made within sixty (60) days of the last day of the calendar month in which a requisition is received by the Board, provided that the Board verifies the quality of services and the value thereof, and the Boards' Fiscal Officer is satisfied that the requisition is complete, and that payment is due the Contractor in the amount stated in the requisition. The Board will pay the Consultant all verified amount less the retainage set for in Section 1.4.

B. Final payment for all services, including payment of the retainage, shall be made upon completion of services, provided final payment for said services is authorized by the Board and further provided, no lawful or proper direction given by the Board regarding said services remains non-compliant. Prior to final payment for said services, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the Contractor shall execute and deliver to the Board a release of all claims against the Board arising under and by virtue of the Agreement, other than such claims, if any, as may be specifically reserved by the Consultant from the operation of the release in stated amounts to be set forth therein.

4.3 Value of Additional Work

A. The amount by which the Agreement consideration is to be increased or decreased by any revision of the scope of services or an act or omission of the Board resulting in additional work of the Contractor, by one or more of the following methods:

(i) By accepting an amount agreed upon by the parties; or

(ii) By estimating the fair and reasonable cost of (1) labor, including all wages, required wage supplements and insurance required by law (Workers' Compensation, Social Security, Disability, Unemployment, etc.) employed pursuant to the work; (2) reasonable and necessary technical subcontractors and (3) three reimbursable expenses; or

(iii) By determining the actual cost of the revision in the same manner as in the above Subdivision (ii) except that actual costs of the Contractor shall be utilized in lieu of estimated costs.

B. Irrespective of the method used or to be used by in determining the value of a revision, the Contractor, within thirty (30) working days after a request for the same, must submit to the Board a detailed breakdown of the Contractor's estimate of the value of the revision.

C. Unless otherwise specifically provided for in a revision, the compensation specified therein for revised work includes full payment for both the revised work covered

thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Agreement resulting from or on account of said revised work, and the Contractor waives all rights to any other compensation for said revised work, damage or expense.

5.0 INSURANCE

The Contractor shall procure and thereafter maintain until final acceptance of the Project keep in full force and effect insurance of the kind and in the amounts specified in Section 1.9.

6.0 TERMINATION

6.1 Termination for Cause

The Contractor's services may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days notice of intent to terminate, and (ii) an opportunity for consultation with the terminating party prior to termination.

6.2 Termination For Convenience

The Contractor's service may be terminated in whole or in part in writing by the Board for its convenience, provided, that such termination is for good cause and that the Contractor is given; (i) not less than seven (7) calendar days' notice of intent to terminate, and (ii) an opportunity for consultation with the Board prior to termination.

6.3 Adjustments Upon Termination

A. If termination for cause is effected by the Board, an equitable adjustment in the fee provided for in the Agreement shall be made, but: (i) no amount shall be allowed for anticipated profits on unperformed services; and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Board by reason of the Contractor's default. If termination for cause is effected by the Contractor, or if termination for convenience is effected by the Board, an equitable adjustment in the fee shall be made, including a reasonable profit on unperformed services. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and reimbursable expenses incurred prior to the termination.

B. Upon termination either for cause or convenience, the Board may take over the Project and prosecute the same to completion, by agreement with another party or otherwise. Any work taken over by the Board for completion will be completed at the Board's risk, and the Board will hold harmless the Contractor from all claims and damages arising out of improper use of the Contractor's work.

C. If, after termination by the Board, for cause, it is determined that the Board did not have cause to terminate, the termination shall be deemed to have been effected for the convenience of the Board.

6.4 Postponement Or Suspension Of Commencement Of The Project. The Board may postpone commencement of the Project or suspend work on all or part of the Project, provided, that no such postponement or suspension may be affected unless the Board gives the Contractor (i) not less than seven (7) calendar days written notice of its intention, and (ii) an opportunity for consultation with the Board prior to postponement or suspension. If such suspension is affected by the Board after commencement of the Contractor's performance of services hereunder, an equitable adjustment in the price provided for in the Agreement shall be made as if the services had been terminated by the Board for its convenience. If, after a substantial lapse of time, the Board directs the resumption of performance of services by the Contractor, the Contractor if it is caused to do extra work which it would not have otherwise had to do, will be entitled to an equitable adjustment to be made in accordance with Section 4.3 of the Agreement.

6.5 The Contractor's Obligations Upon Termination, Postponement or Suspension Either upon giving notice of termination to the Board, or receiving from the Board a notice of termination, postponement or suspension, the Contractor shall (i) promptly discontinue all services effected (unless the Board directs otherwise), and (ii) deliver or otherwise make available to the Board all data, plans, studies, drawings, specifications, reports, estimates, summaries and such other information as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

7.0 **ACTIONS AND PROCEEDINGS**

7.1 Limitation of Action

A. No action or proceeding shall lie or be maintained by the Contractor, or anyone claiming under or through the Contractor, against the Board upon any claim arising out of or based upon the Agreement or any breach hereof or by reason of any act or omission or requirement of the Board or its individual members, agents, servants or employees, unless:

(i) Such action or proceeding is instituted in a court of competent jurisdiction in the State of New York; and

(ii) The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claim; and

(iii) If the Agreement is terminated for cause of for convenience, such action is commenced within six (6) months after the date of such termination. Otherwise, such action or proceeding shall be commenced within one (1) year after the

submission to the Board of the final application for payment or, if the claim is based upon monies retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of the Agreement.

B. Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified be dismissed or discontinued for any reason whatsoever.

7.3 No Estoppel or Waiver

A. The Board shall not be precluded or estopped by an inspection, acceptance, application for payment, final or otherwise, issued or made under the Agreement or otherwise issued or made by it, or any member, agent or employee of the Board, from showing at any time the true amount and character of the work performed, or form showing that nay such inspection, acceptance, application or payment or payments is incorrect, or was improperly issued or made; and the Board shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payments, from recovering from the Contractor any damages which it may sustain by reason of any monies which may be paid to it or for its account in access of those to which it is lawfully entitled.

B. Neither the Board's acceptance of all or any part of the work covered by this Agreement, nor any payment therefor, nor any payment by the Board, nor any permission or direction by the Board for the Contractor to continue with the performance of the Agreement before or after the Date of Completion, nor any performance by the Board of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Board in its performance of such duties or obligations, nor any delay or omission by the Board to exercise a right or remedy accruing to it under the terms of the Agreement or existing at law or in equity or by statute or otherwise, nor any other thing done or omitted to be done by the Board, its members, agents, or employees, shall be deemed to be a release to the Contractor from any obligations, liabilities, or undertakings in connection with the Agreement, or a waiver of any provision of the Agreement or of any rights or remedies to which the Board may be entitled because of any breach thereof, expecting only a written instrument expressly providing for such release or waiver. No termination, revision or annulment hereof, in whole or as to any part of the Agreement, because of any breach hereof, shall be deemed a waiver of any damages to which the Board may be entitled because of such breach. No waiver by the Board of any breach of the Agreement shall be deemed to be a waiver of any other or any subsequent breach.

7.2 Indemnification

The Contractor shall indemnify and hold the Board and its members, agents, servants and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with, or arising directly or indirectly out of, errors and/or omissions and/or negligent acts by the Contractor (including its employees, agents and/or contractors) in the performance of the Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, in connection with, or arising directly or indirectly out of, errors and/or negligent acts by the Contractor, as aforesaid, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claim at its sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Board for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Board, its members, agents or employees.

7.4 Costs

The Contractor shall be responsible for and will pay to the Board all reasonable costs, including attorney's fees, incurred by the Board in the event that:

(i) The Contractor breaches its duty to defend the Board as required by the Agreement;

(ii) The Contractor brings an action or proceeding against the Board for an alleged breach of the Agreement and the Contractor fails to prevail in the litigation; or

(iii) The Board brings an action against the Contractor for an alleged breach of the Agreement and the Board prevails in the litigation.

8.0 MISCELLANEOUS PROVISIONS

8.1 Applicability of Prevailing Wages and Supplements

To the extent that the services covered by this Agreement are performed in conjunction with a "public work" defined in Article 8 of the New York Labor Law, and/or the federal Davis-Bacon Act, the Contractor shall ensure compliance with all requirements applicable regarding maximum hours of work and payment of prevailing wages and supplements to tradesmen, mechanics, laborers or workmen. Plans and specifications for the "public work" project shall be timely submitted to the Fiscal Officer of the Board together with a proposed classification of the tradesmen, mechanics, laborers or workmen to be employed

by the Contractor and all contractor/subcontractor personnel in order for the Fiscal Officer to certify as to the classification of such personnel and make the required determination of the schedule(s) of minimum wages and supplements to be paid or provided such tradesmen, mechanics, laborers or workmen in accordance with the applicable provisions of Article 8 of the New York Labor Law.

8.2 Exemption From Sales and Use Taxes

The Board is exempt from paying New York State or local sales taxes on any material which it purchases. The Contractor shall not include sales taxes or compensating use taxes of the State of New York or of any city or county in the State of New York for any supplies or materials to be used by the Contractor for any on behalf of the Board which are exempt from such taxes.

8.3 Captions

The titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Agreement or in any way affect the Agreement.

8.4 Nomenclature

Materials, equipment, methodologies or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with this Agreement.

8.5 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

8.6 Successors and Assigns

This Agreement shall bind the successors, assigns, and representatives of the parties hereto. The Contractor shall not assign any right or interest in this Agreement or delegate, sublet or transfer any obligation hereunder without the written permission of the Board. Any assignment or delegation attempted by the Contractor without written permission of the Board shall be wholly void and totally ineffective for all purposes.

8.7 Invalid Provisions

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to agencies, persons, firms or corporations or circumstances other than those to which it is held invalid

or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.8 Notices

Any written notice required hereunder shall be deemed properly given, delivered and service thereof completed: i) when said notice is deposited in any Post Office or Post Office Box in a post-paid envelope properly addressed; or ii) when said notice is delivered in person to the party to whom it is addressed or their authorized representatives, or iii) when said notice is delivered to a nation-wide overnight delivery service for next-day (excluding week-ends and holidays) delivery and a receipt for such delivery is issued by the carrier. The addresses of the Board and the Contractor set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that either party may by written notice to the other, given pursuant to this section, designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed.

8.9 Provisions Required by Law

Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. In the event any such provision ins not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

8.10 Audit; Access to Records

The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principle and consistently applied and in effect on the date of execution of this Agreement.

(*end of General Conditions*)

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20_, between the BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD, 4480 Vestal Road, Vestal, NY 13850 (hereinafter "the Board") and
, (hereinafter "the Contractor").

WITNESSETH:

The Board and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The Contractor shall furnish all necessary labor, materials, equipment, tools, and perform all work necessary to complete the services described in the Bid Manual for SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES dated November 19, 2026 (hereinafter the "Bid Manual").

2. The work to be performed shall be commenced January 1, 2027, and is to be completed December 31, 2027, unless the Board and the Contractor mutually agree, in writing, to renew the terms hereof for two successive like time periods WITH NO CHANGES IN TERMS AND/OR CONDITIONS.

3. The Board shall pay the Contractor for the satisfactory performance of the work the amount determined in accordance with Article 4 of the General Conditions as follows:
An amount determined by the total number of each of the following units of work completed at the unit price stated:

i) Grit/Barscreen $_____ per container

ii) Rags/(Finescreen) $_____ per container

iii) C&D (Trash) $_____ per container

iv.) Recyclables $_____ per month

Final payment shall be made for the actual number of units that are completed in accordance with the contract.

4. There is incorporated herein all the terms set forth in i) the Bid Manual, and ii) the Contractor's Bid dated _____ ___, 2026.

5. In the event of any conflict between any provisions of this document and of the documents incorporated by reference herein, the conflict shall be delivered in accordance with the following priority among documents: this Agreement, the General Conditions, Specifications, Drawings, all other portions of the Bid Manual, and the Contractor's Bid.

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

By: _____
Chairman

_____
[TYPE/PRINT NAME OF CONTRACTOR]

By: _____
[SIGNATURE OF REPRESENTATIVE]

_____
[TYPE/PRINT NAME OF REPRESENTATIVE]

BID PRICING WORKSHEET

BID FOR: SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES

The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with the Board in the form included in the Bid Manual to perform all Work as specified or indicted in the Bid Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bid Manual.

The Bid shall include the following rates:

A	B	C	D	E
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price (Col C x Col D)
Grit/Barscreen	Container	48	$_____	$_____
Rags/(Finescreen)	Container	48	$_____	$_____
C&D (Trash)	Container	12	$_____	$_____
Recyclables	Monthly	1	$_____	$_____
TOTAL BID PRICE				$_____

The bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NAME OF BIDDER:

ADDRESS:

_____

TELEPHONE: _____

BY: _____
[Signature of Person Authorized to Sign for Bidder]

_____
[Print Name of Person Authorized to Sign for Bidder]

_____
[Title of Person Authorized to Sign for Bidder]

Date: _____

STATEMENT OF NON-COLLUSION

BID FOR: SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certify, 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.

4. The Bidder is the only person or entity interested in this Bid; that the Bid is in all respects fair and without fraud or mental reservation; and that no official of the Binghamton-Johnson City Joint Sewage Board, the City of Binghamton, or the Village of Johnson City, or in the employ of the Binghamton-Johnson City Joint Sewage Board, the City of Binghamton, or the Village of Johnson City is directly or indirectly interested in this Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The foregoing statement is hereby subscribed by the Bidder and is hereby affirmed by the Bidder and its authorized representative as true under the penalties of perjury, and is hereby submitted to the Binghamton-Johnson City Joint Sewage Board.

_____

[Type/Print Name of Bidder]

By: _____

[Signature of authorized representative of Bidder]

_____

[Type/Print Name of authorized representative of Bidder]

Dated: _____

STATEMENT OF THE QUALIFICATIONS OF BIDDER

BID FOR: SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES

The failure to submit information or documents responsive to this Questionnaire, or the submission of any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this Questionnaire will render the Bidder ineligible to receive a contract. Commission of the foregoing conduct may also, at the discretion of the Binghamton Johnson City Joint Sewage Board, render void any contract entered by the Bidder and make the Bidder ineligible for future contracts.

1. Name of Bidder: _____

2. Post Office Address of Bidder: _____

_____

3. Type of Business Enterprise (*e.g.*, corporation, partnership, LLC, LLP):

_____

4. Describe the nature of Bidder's business:

_____

5. Number of year's Bidder has been in business as described above:

_____

INSTRUCTIONS: The Bidder shall answer the following questions with regard to the past five (5) years. [If the Bidder is a successor entity, or is the product of a merger, reorganization, or acquisition within the past five (5) years, answer with respect to all prior/predecessor entities and include an attachment that describes the applicable Bidder history]. If any question is answered in the affirmative, the Bidder shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

6. Identify all government entities (state, county, city, village, town, school district, authorities, agencies) for which the Bidder has provided services.

Name &Address Of Contact Person	Phone Number

(*use additional pages if necessary*)

7. Has the Bidder been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?

   Yes ____ No____

8. Has the Bidder been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?

   Yes____ No____

9. Has the Bidder defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?

   Yes____ No____

10. Has the Bidder been assessed or required to pay liquidated damages in connection with work performed on any project?

    Yes____ No____

11. Has the Bidder had any business or professional license, registration, certificate or certification suspended or revoked?

    Yes____ No____

12. Has any lien been filed against the Bidder as a result of its failure to pay subcontractors, suppliers, or workers?

    Yes____ No____

13. Has the Bidder been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?

    Yes____ No____

14. Has the Bidder been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety* laws?

    Yes____ No____

    **With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

15. Has the Bidder or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Bidder's business?

    Yes____ No____

16. Has the Bidder been subject to any bankruptcy proceeding?

    Yes____ No____

This questionnaire shall be completed by a director, officer or manager of the Bidder who has sufficient knowledge to fully address all matters and respond to all inquiries herein.

The undersigned hereby represents that all statements, representations and information provided in response to this Questionnaire are complete, accurate and truthful and that it has provided all performance evaluations required by this Questionnaire.

_____
Signature of Authorized Representative

_____
Print Name of Authorized Representative

_____
Position/Title of Authorized Representative

_____
Bidder Name

Date: _____

Sworn to before me this _____ day of _____ , 20_____.

Notary Public

REMINDER

BEFORE SUBMITTING YOUR BID, HAVE YOU DONE THE FOLLOWING?

- PROPERLY INDICATED ON THE OUTSIDE ENVELOPE THAT THIS IS A SEALED COMPETITIVE BID FOR: REFUSE COLLECTION
- COMPLETED & SIGNED THE BID PRICING WORKSHEET.
- COMPLETED & SIGNED THE NON-COLLUSION FORM
- COMPLETED & SIGNED THE STATEMENT OF QUALIFICATIONS OF BIDDER. ENCLOSED THE BID SECURITY (5% of Total Bid Price from Bid Pricing worksheet).

REMEMBER – YOUR BID MAY BE REJECTED IF YOU FAIL TO SUBMIT ANY OF THE ABOVE.

THANK YOU