

TOWN OF BRANT and VILLAGE OF FARNHAM

NEW YORK

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**BID  
FOR  
COLLECTION, HAULING AND DISPOSAL  
OF  
MIXED MUNICIPAL SOLID WASTE AND  
SPECIFIED ITEMS AND MATERIALS  
AND  
COLLECTION, HAULING AND PROCESSING  
OF  
RECYCLABLES**

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March 2024  
FOR  
May – Dec 31, 2024, 2025, 2026, 2027  
WITH 2 ONE YR OPTIONS

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# LEGAL NOTICE TO BIDDERS

## TOWN OF BRANT AND VILLAGE OF FARNHAM

The TOWN OF BRANT, New York (hereinafter “TOWN”) and the VILLAGE OF FARNHAM, New York (hereinafter “VILLAGE”) shall receive sealed bids for the furnishing of all labor, equipment, permits, services, insurances and supervision necessary for the collection, hauling and disposal of Mixed Municipal Solid Waste and specified items and materials and the collection, hauling and processing of Recyclables and specified items and materials from the TOWN and in accordance with the terms and conditions described in the bid specifications which are available in the office of the Brant Town Clerk, 1272 Brant-North Collins Road, Brant, New York 14027 or online at [www.brantny.com](http://www.brantny.com), go to the Community page and choose refuse

PLEASE BE ADVISED that sealed bids will be received by the TOWN until 12:00 P.M., local time, on April 4, 2024, at the office of the Town Clerk, 1272 Brant-North Collins Road, Brant, New York 14027, and then at that time and place all bids shall be publicly opened and official recorded as received.

All bids shall be submitted in duplicate, bound and marked in suitable fashion and shall be enclosed in a sealed envelope clearly marked:

**“BIDS FOR CONTRACT NO. 1 - COLLECTION, HAULING AND DISPOSAL OF MIXED MUNICIPAL SOLID WASTE AND SPECIFIED ITEMS AND MATERIALS, AND COLLECTION, HAULING AND PROCESSING OF RECYCLABLES – BRANT/FARNHAM, MARCH, 2024”**

Each bid shall include a completed “**Proposal**” including the Bid Page, Certificate of Non-Collusion, Waiver of Immunity, in form set forth in the bid specifications and shall be accompanied by a bid bond, certified funds or other acceptable security in favor of the “Town of Brant and Village of Farnham” in an amount equal to 5% of the annual contract bid amount.

No applicant may withdraw their bid within thirty (30) calendar days after the actual date of the opening thereof. The TOWN and VILLAGE reserve the right to reject any and all bids and to waive any informality.

By order of the Town Board of the TOWN and Village Board of the VILLAGE.

Barbara J Daniel  
Town Clerk  
Town of Brant

Courtney McKeown  
Village Clerk-Treasurer  
Village of Farnham

TOWN OF BRANT and VILLAGE OF FARNHAM

NEW YORK

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CONTRACT DOCUMENTS  
FOR  
COLLECTION, HAULING AND DISPOSAL  
OF  
MIXED MUNICIPAL SOLID WASTE AND  
SPECIFIED ITEMS AND MATERIALS  
AND  
COLLECTION, HAULING AND PROCESSING  
OF  
RECYCLABLES

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CONTRACT NO. 1

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INFORMATION FOR BIDDERS, GENERAL  
AND SPECIAL CONDITIONS

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March 2024  
FOR  
May – Dec 31, 2024, 2025, 2026, 2027  
WITH 2 ONE YR OPTION

I. PROPOSALS RECEIVED

The TOWN OF BRANT, New York (hereinafter "TOWN") and the VILLAGE OF FARNHAM, New York (hereinafter "VILLAGE") shall receive sealed proposals for the furnishing of all labor, equipment, permits, services, insurances and supervision, etc. for the collection, hauling and disposal of Mixed Municipal Solid Waste and specified items and materials, and the collection, hauling and processing of Recyclables from the TOWN and VILLAGE at permitted Solid Waste Management Facilities as specified herein.

2. FAMILIARITY WITH PROPOSED WORK

Before submitting sealed proposals, all bidders shall make all necessary investigations to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract and work specified herein. No plea of ignorance of conditions that exist or that may hereafter exist or of difficulties that may be encountered in the execution of the work hereunder as a result of the failure to make necessary examinations and

investigations shall be accepted as sufficient cause for any failure or omission on the part of the successful bidder to fulfill this contract or shall be accepted as a basis for any claims whatsoever for extra compensation.

### 3. THE PROPOSAL

Proposals must be made upon the forms contained herein.

The proposals as submitted shall not be separated from the volume containing the other Contract Documents which are bound with it. The blank spaces in the Proposal must be filled in correctly where indicated, for each and every item, and the bidder must state, both in words and in numerals, written or printed in ink, the price(s) for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. If the Proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership or by a corporation, the Proposal must be signed and sealed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation.

### 4. NON-COLLUSIVE BIDDING CERTIFICATION

Each proposal shall contain a properly executed "Non-Collusive Bidding Certification," as required by Section 103d of the General Municipal Law. The necessary form is provided herein for each proposal.

### 5. BID BOND

The CONTRACTOR shall submit, at the time of bid submittal, either a Bid Bond or Certified Check payable to the TOWN and VILLAGE in the amount of fifty percent (50%) of the total amount for Year 1.

The Bid Bond shall be issued by a surety company approved to issue the same in the State of New York.

The Bid Bonds or Certified Checks shall be returned to all bidders within five (5) banking days after the execution of the Contract(s) and the furnishing of the required security by the successful bidder.

The Bid Bond or Certified Check shall be deemed the minimum amount of liquidated damages and shall become payable in the amount of 100% in the event the successful bidder fails to provide insurances and bonds required and/or fails to enter into a contract with the TOWN and VILLAGE, within the stipulated time.

### 6. AWARD OF CONTRACT AND RIGHT TO REJECT

The TOWN and VILLAGE reserve **the right to reject any and all bids**, to waive any informality, and to award the **bid to any Bidder** which it deems to be in the best interest of the

TOWN and VILLAGE. The award, if any, shall be made within thirty (30) days from the bid opening.

The TOWN and VILLAGE shall consider satisfactory evidence of the bidder's experience, ability and financial ability that shall enable the same to successfully conduct the operations required by this contract. The Town and Village Boards reserve the right to conduct independent or joint investigation into the financial ability of the successful bidder, to insure the capability of the same to carry out the terms of the Contract.

#### 6a. LATE AND IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional bids, bids containing escalation clauses, other than are provided for in the proposal form, or irregularities of any kind. Bids received by mail or otherwise after the hour specified for the bid opening shall not be accepted and shall be returned to the bidder unopened.

#### 7. EXECUTION OF CONTRACT

The party to whom the Contract is awarded shall be required to supply insurance certificates and bonds as required herein and to execute the Contract within seven (7) banking days from the date of the award, and, in case of his failure or neglect to do so, the TOWN and VILLAGE may, at their option, determine that the Bidder has abandoned the Contract, and shall retain the bid bond as minimum liquidated damages. Thereupon, the Proposal of that Bidder and acceptance thereof shall be null and void.

#### 8. PERIOD OF CONTRACT

The period of Contract No. 1 shall be May – Dec 2024 and 3 years in length, with up to two (2) years extensions at the sole option of the TOWN and VILLAGE. Contract No. 1 shall commence on May 1, 2024. Any extensions shall be at the discretion of the Town Board and Village and shall be approved and executed separately for each one (1) year extension beginning in 2028.

#### 9. PAYMENT AND ADJUSTMENTS

The TOWN and VILLAGE shall separately pay the CONTRACTOR for collection, hauling and disposal of Mixed Municipal Solid Wastes, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and for the collection, hauling and processing/recycling of Recyclables and White Goods monthly based on one twelfth of the "Base Annual Payment" as defined herein. Payments shall be made within 30 days of submittal of an invoice and voucher in a form acceptable to the TOWN and VILLAGE.

Bidders are invited to note on the Bid Proposal, terms and conditions for determining the Base Annual Payment(s) for each of the two (1) year extensions which will be executed at the sole option of the TOWN and VILLAGE.

10. OBLIGATION OF CONTRACTOR

The CONTRACTOR shall, at his own cost and expense, provide any and all manner of supervision, insurance, taxes, permits, permit fees, testing, labor, materials, apparatus, appliances, tools, machinery, power, disposal facility, and whatever else may be required of every description necessary to do and complete the work in accordance with these documents and all applicable rules, regulations and laws.

**This Contract is subject to Art 9 of the NYS Labor Law requiring payment of prevailing wages to employees (see attached Prevailing Wage Schedule).**

Upon placement of collected items in the collection vehicles, the CONTRACTOR shall assume liability therefore and hold TOWN and VILLAGE harmless for any claims relating thereto.

11. CONTRACT SCOPE

The CONTRACTOR shall provide all aspects of work required for the collection and handling, disposal, procurement of applicable permits, testing and adhering to all aspects of these documents as required for the Collection, Hauling and Disposal of Mixed Municipal Solid Waste and Recyclables and the Collection, Hauling and Disposal of Yard Wastes, Bulky Wastes, Construction and Demolition Debris generated in the TOWN and VILLAGE as specified herein.

COLLECTION SERVICES FOR MIXED MUNICIPAL SOLID WASTE

The CONTRACTOR shall collect all Mixed Municipal Solid Waste in the TOWN and VILLAGE from all eligible residential, institutional, commercial and business establishments therein once per week on the day to be specified in the bid form by the CONTRACTOR between the hours of 4:30 a.m. and 6:00 p.m., except where that day falls on a public holiday, in which case the collection shall be made on the next succeeding day. The CONTRACTOR shall publish in a local newspaper selected by the TOWN and VILLAGE, a notice specifying which calendar days are observed as holidays and indicating that collection shall be the succeeding day. Said notice shall be published at least one week prior to the first such holiday.

Every single-family residence, mobile home on an individual private lot, commercial establishment, or institutional establishment approved for service by the TOWN and VILLAGE shall be considered a "stop" for purposes of this Contract. A two-family residence shall be considered two (2) stops, a three-family residence shall be considered three (3) stops, a four-family residence shall be considered four (4) stops, and a five-family residence shall be considered five (5) stops. Multi-family dwellings with six (6) or more units, apartment buildings, condominiums and townhouse associations, mobile home parks and industries shall not be serviced under this Contract. \*

The CONTRACTOR shall note that five (5) standard (50 gallon) garbage bags, garbage cans or combinations of the same.

The CONTRACTOR shall provide the TOWN and VILLAGE a container/dumpster of the following sizes at each of the following locations, free of charge:

- A. Town Hall - 4 cubic yard;
- B. Town Highway Department - 4 cubic yard;
- C. Village Hall - 4 cubic yard.

At each such location, the CONTRACTOR shall provide collection, hauling and disposal services for these containers/dumpsters, on a weekly basis, at no charge to the TOWN or VILLAGE.

As stated below, Recyclables are not subject to the limits specified above.

### RECYCLABLES

The CONTRACTOR shall collect Recyclables in the TOWN and VILLAGE from all eligible residential, institutional, commercial and business establishments therein once per week on the same day(s) specified for Mixed Municipal Solid Waste Collection between the hours of 4:30 a.m. and 6:00 p.m., except where that day falls on a public holiday, in which case, the collection shall be made on the next succeeding day. The CONTRACTOR shall be limited to a maximum of five (5) days to complete each weekly TOWN and VILLAGE collection. The CONTRACTOR shall not limit the amount of Recyclables to be collected. The CONTRACTOR shall collect, haul and process all Recyclables collected in the TOWN and VILLAGE at a Permitted Solid Waste Management Facility.

The CONTRACTOR shall not limit the amount of Recyclables it shall collect, pick up, haul and process from the TOWN and VILLAGE, nor shall it reject Recyclables commingled in the same container. The CONTRACTOR shall handle and process all Recyclables in accordance with all applicable laws, rules and regulations, and in accordance with all terms and conditions of the New York State Solid Waste Management Plan. It is expressly understood that the CONTRACTOR'S solid waste management facility or MRF permit shall allow the TOWN and VILLAGE to comply with and achieve the recycling goals of the New York State Solid Waste Management Plan.

The CONTRACTOR shall keep recyclables separate from other items throughout the pickup and disposal process.

The following materials represent the minimum that must be recycled by the CONTRACTOR under this Contract: newsprint, magazines, catalogs, phonebooks, brown corrugated cardboard, brown paper bags, all clear, green and colored glass bottles, all metal food and beverage containers, all plastic food, soap and beverage containers with PETE-1, HDPE-1 (small mouth only) and PVC-3 designations, and all other materials designated as "recyclable" by New York State. The CONTRACTOR shall cooperate with the TOWN and VILLAGE in all advertising and public education with regard to the TOWN'S and VILLAGE'S recycling program, and the CONTRACTOR shall be responsible for the costs associated with such advertising and public education.

By the 15<sup>th</sup> day of each month, the CONTRACTOR shall supply the TOWN and VILLAGE with a separate monthly list for the weight of Municipal Solid Wastes and Recyclables, Hauled and Disposed of at their respective Solid Waste Management Facility or MRF during the previous month.

The CONTRACTOR shall furnish and deliver to each residential, institutional, commercial and business establishment at least one (1) week prior to the commencement date of the recycling contract, a curbside recycling container as specified below. The CONTRACTOR shall retain ownership of the containers. The cost for the container rentals shall be included as part of the CONTRACTOR'S bid.

The CONTRACTOR shall supply the TOWN and VILLAGE with a recycling bin for each customer unit to be serviced under this contract, which shall be available from the date of the Contract, through the balance of the term, and any renewal thereof. These recycling bins shall be supplied to the TOWN and VILLAGE at no cost, and shall be also provided for newly constructed premises within the TOWN and VILLAGE and general replacement at the request of the TOWN and VILLAGE.

The curbside recycling containers shall have a capacity equal to eighteen (18) U.S. gallons. Each container shall have molded-in handles. Drain holes shall be provided in the bottom of each container. The containers shall be made of durable high-density polyethylene.

IF THE AUTOMATED COLLECTION OPTION IS AWARDED, THIS SECTION SHALL BECOME INEFFECTIVE AND THE TOTES SHALL COMPLY WITH THE SPECIFICATIONS CONTAINED IN Par. 15 hereof.

The CONTRACTOR shall provide a Recyclables container of adequate size at the Town and Village Hall, the Town and Village Fire Halls and the Town Highway Department, for the purpose of collection, hauling and processing or disposal of Recyclables thereat. The container and services in connection therewith shall be at no charge to the TOWN or VILLAGE. The containers are to be emptied at least once per week, or more frequently if necessary.

#### DISPOSAL SERVICES FOR MIXED MUNICIPAL SOLID WASTE

The CONTRACTOR shall provide all aspects of work required for hauling and disposal of all Mixed Municipal Solid Waste as may be acceptable thereat, collected weekly in the TOWN and VILLAGE to a permitted Solid Waste Disposal facility.

#### YARD WASTES, BULKY WASTES AND CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE GOODS

The CONTRACTOR shall collect, haul and dispose of all Yard Wastes, Bulky Wastes and Construction and Demolition Debris and shall collect, haul and recycle (process) all White Goods collected in the TOWN and VILLAGE from all eligible residential, institutional, commercial and business establishments as part of the CONTRACTOR'S regular weekly service.



All Yard Wastes, Bulky Waste and Construction and Demolition Debris shall be hauled and disposed at a permitted Solid Waste Management Facility. All White Goods shall be hauled and recycled (processed) in accordance with all applicable laws, rules and regulations of the State of New York at a Permitted Solid Waste Management Facility. As long as a certified handler for

appliances containing CFCs remains available, the RESIDENT shall have any CFCs professionally removed, and the unit tagged prior setting at the curb for collection.

The maximum amount of Yard Wastes, Bulky Wastes, Construction and Demolition Debris and White Goods which shall be permitted for each weekly collection, per stop shall be one (1) White Good and one (1) container or bundle of Yard Wastes, Bulky Wastes, Construction and Demolition Debris.

### General Requirements

The vehicles used for hauling Mixed Municipal Solid Wastes, Yard Wastes, Bulky Wastes, Construction and Demolition Debris, White Goods and Recyclables shall be of a length, width and height within legal highway limits. All vehicles shall have any required Regulatory Approvals for hauling the Wastes, Yard Wastes, Bulky Wastes, Construction and Demolition Debris, White Goods, and Recyclables. All hauling vehicles shall not leak any wastes.

The parties shall agree on a master list of vehicles to be used for hauling of Mixed Municipal Solid Wastes, Yard Wastes, Bulky Wastes, Construction and Demolition Debris, White Goods and Recyclables. The master list may contain the truck number, tare weight, volumetric capacity, and other information as the parties may agree.

The CONTRACTOR shall obey all Solid Waste Management Facilities rules, regulations and procedures for applicable disposal and processing contracts.

The work under this Contract shall not include any collection from industries within the bounds of the TOWN or VILLAGE.

The TOWN, VILLAGE and the CONTRACTOR shall agree as to the schedule of collection for all streets within the Town and Village. The CONTRACTOR agrees that the streets scheduled for collection on a certain day shall be serviced and collected on said day. It is the intention of the parties to strictly adhere to all schedules in order to reduce the number of days waste shall be adjacent to the streets and thus eliminate littering, and to promote the general safety, health and welfare of the TOWN and VILLAGE.

Any change or departure from the schedule or day(s) of collection shall only be made with the sole approval of the TOWN and VILLAGE, and only after thirty (30) days' notice shall have been given by the CONTRACTOR after the TOWN and VILLAGE approval by publishing the same in the official newspaper of the TOWN and VILLAGE and delivering of a handbill to each householder and premises from which collection of materials is required hereunder, all at the expense of the CONTRACTOR.

If due to unsuitable weather or any other unforeseen conditions, the CONTRACTOR fails to furnish the Collection of Mixed Municipal Solid Wastes, Recyclables, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and White Goods on the days specified, the CONTRACTOR shall proceed to complete the work herein above specified as soon as

reasonably practical thereafter, but in no event to exceed a period of forty-eight (48) hours after the scheduled day where required by the TOWN and VILLAGE.

The CONTRACTOR shall not be limited to the use of one (1) Solid Waste Management Facility for the processing of Recyclables and White Goods, or the disposal of Yard Wastes, Bulky Wastes and Construction and Demolition Debris. The Solid Waste Management Facility(ies) shall be permitted by the NYSDEC. These Facilities must be in compliance with all applicable laws and regulations of the State. The CONTRACTOR shall define as a part of this bid what Facilities shall receive the Recyclables, White Goods, Yard Wastes, Bulky Wastes and Construction and Demolition Debris.

In the event the CONTRACTOR intends to use an out-of-state Solid Waste Management Facility, the out-of-state facility shall comply with all applicable laws, rules and regulations of the State in which it is located. Prior to disposal or processing at a facility which is out-of-state, the CONTRACTOR shall provide the TOWN and VILLAGE with copies of all documentation which demonstrates that the facility is in compliance with applicable state requirements.

In the event the CONTRACTOR seeks to add new Solid Waste Management Facilities or substitute new Solid Waste Management Facility(ies), the CONTRACTOR shall give notice to the TOWN and VILLAGE. The CONTRACTOR shall include copies of all Required Regulatory Approvals for the new or substitute Solid Waste Management Facilities. The CONTRACTOR shall supply additional information requested by the TOWN and VILLAGE as may be reasonably necessary for the TOWN' S and VILLAGE' S review, except that the CONTRACTOR shall not be required to provide information which is available as a public record or pursuant to a Freedom of Information Request or that is confidential or proprietary.

The TOWN and VILLAGE shall have sixty (60) days to review the qualifications of the CONTRACTOR'S Solid Waste Management Facilities and to approve or disapprove of their use. The TOWN'S and VILLAGE'S approval shall not be unreasonably withheld. If the CONTRACTOR has not received a notice of disapproval, including the reasons for the disapproval within sixty (60) days of notice, the new or substitute Solid Waste Management Facility shall be deemed approved. The CONTRACTOR shall incur all fees and extra hauling costs if the new or substitute Solid Waste Management Facility is located farther away from the TOWN than those facilities included on the Bid Forms contained herein.

The CONTRACTOR must exercise due care in the hauling of the Mixed Municipal Solid Wastes, Recyclables, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and White Goods. The CONTRACTOR shall be compelled to clean up and hereby agrees to clean up any unsightly condition caused by carelessness on the part of his agents, servants, and/or employees in handling the Mixed Municipal Solid Wastes, Recyclables, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and White Goods.

The CONTRACTOR shall exercise caution at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the CONTRACTOR. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this Contract and the equipment used therein.

The CONTRACTOR, promptly upon becoming aware of any spills in transit, shall give notice to the TOWN and shall supply the TOWN with a copy of any notice given to any governmental agencies of such spill.

The CONTRACTOR shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the CONTRACTOR, whether or not such laws, ordinances or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations, and shall indemnify and hold harmless the TOWN and its officers and/or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances or regulations.

Each and every provision of any law, rule or regulation required to be inserted in this Contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

12. LOCATION OF MIXED MUNICIPAL SOLID WASTES, RECYCLABLES, YARD WASTES, BULKY WASTES, CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE GOODS

The CONTRACTOR agrees to collect from the TOWN and VILLAGE all Mixed Municipal Solid Wastes, Recyclables, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and White Goods placed within five feet (5') of the street edge or curb of the street adjoining each premises.

13. CONTAINERS AND LOOSE MATERIAL

The TOWN AND VILLAGE require that all Mixed Municipal Wastes for removal shall be placed in plastic bags or garbage cans not more than 50-gallon capacity, equipped with handles and fitted with a cover or shall be placed in disposable containers, except as follows:

- A. Single non-recyclable items too large for contained handling may be placed in neat and orderly fashion in such condition that they may be readily handled by one man without falling apart.
- B. Bundled brush shall be cut in lengths of four feet or less.
- C. Christmas trees to be collected only after the Christmas season.
- D. Secured bundles of newspapers and corrugated cardboard collapsed into flat pieces may be placed for recyclable collection.
- E. Recyclables shall be separate from the Mixed Municipal Solid Waste and placed at the curb for collection. Recyclables may be commingled and shall be placed at curb in an appropriate recycling container.

CONTRACTOR acknowledges that the waste containers, excluding recycling containers, are the property of the customers and shall be treated as such. Containers shall be placed off the

public highways, without obstructing driveways, when emptied and shall be handled at all times so as to prevent damage to the container and to reduce noise of handling and collection.

The CONTRACTOR shall furnish and deliver to each residential unit and qualified commercial and institutional establishment at least one (1) week prior to the commencement date of recycling contract, a curbside recycling container as specified below, and as otherwise specified in this Contract. The cost for the containers shall be included as part of the CONTRACTOR'S bid. These containers shall remain the property of the CONTRACTOR, and CONTRACTOR shall at its expense replace containers that are lost or no longer usable.

#### 14. COLLECTION PROCEDURE

The CONTRACTOR agrees to place sufficient labor and equipment to complete the work required under this Contract, and further agrees to have reserve equipment available in case of breakdown. The vehicles used shall be of a length, width and height within legal highway limits and satisfy any required Regulatory Approvals. Vehicles shall be closed compaction type garbage truck and shall be clean, sanitary and free of obnoxious odors. CONTRACTOR shall not permit any garbage, refuse or collection substance to escape from, drop-off or leak out of vehicles while in process of collection or while any CONTRACTOR'S vehicles are passing through the TOWN and VILLAGE.

Personnel shall be courteous and clean. To the extent required by law, all employees of the CONTRACTOR shall be subject to prevailing pay rate schedule as set forth by the New York State Department of Labor under Section 231, Article 9 of the Labor Law.

#### 15. AUTOMATED COLLECTION SPECIFICATION (OPTION)

These requirements are for an automated collection option, possibly replacing the manual Collection Procedure, while the Contractor shall have the ability to comply with the technical requirements, that MAY OR MAY NOT be selected by the TOWN AND VILLAGE

- A. The contractor shall be responsible for the purchase of totes, coordinating with delivery of totes from the manufacturing plant, unloading of totes, assembling and distributing the totes to homes throughout the TOWN AND VILLAGE
- B. Materials must be placed inside tote (any materials outside of tote) will be left behind
- C. Prior to cart delivery and distribution, the TOWN AND VILLAGE shall be responsible for providing a staging area for receipt and assembly of the tote.
- D. Tote distribution to take place on an agreed upon specified date based on supply chain availability.
- E. CONTRACTOR to be responsible for the maintenance of the totes, throughout the contract period.
- F. At the end of the contract term, all carts shall remain the property of the CONTRACTOR
- G. For those residents who may need additional capacity, additional carts may be requested from the CONTRACTOR for an additional fee as reflected on the bid form

- H. CONTRACTOR to assist the TOWN AND VILLAGE in the education of its residents, as it relates to automated tote service and the placement of totes at the curb.

#### 16. LOCATION

The CONTRACTOR agrees to collect, haul and dispose of all Municipal Solid Wastes, Yard Wastes, Bulky Wastes and White Goods and to collect, haul and process Recyclables placed near the street edge or curb of the street adjoining each premises.

Upon removal of waste material by the CONTRACTOR from its location the CONTRACTOR shall assume full responsibility and hold TOWN and VILLAGE harmless for this material except as provided in any other sections of this Contract.

CONTRACTOR is, in no case, required to enter any building for the collection of such materials.

#### 17. PERMITS REQUIRED

The CONTRACTOR shall secure and take out at his own expense all the necessary certificates and permits from the municipal, state, or other public authorities required in connection with the work contemplated by this Contract or any part thereof. He shall give all notices required by law, ordinances or regulation. The CONTRACTOR shall pay all fees and charges incident to the due and lawful execution of the work contemplated by this Contract.

#### 18. COMPLIANCE WITH LAWS AND RULES

The TOWN, VILLAGE and the CONTRACTOR shall each comply (and compel its officers, employees, and those doing business with them to comply) with all applicable local, state and federal laws and regulations.

To the extent that the maintenance or pursuit of any Required Regulatory Approvals require information from or other acts by a party on behalf of the other party, each party shall cause the necessary information to be provided and necessary acts to be performed on behalf of the other.

The CONTRACTOR and the TOWN and VILLAGE shall each immediately give the other notice of the modification, revocation, suspension, cancellation, or non-renewal of any Required Regulatory Approvals. In any of the above events, the party responsible for maintaining the Required Regulatory Approvals shall diligently and in good faith do all things necessary to restore the Required Regulatory Approvals.

It is expressly understood that the CONTRACTOR shall make provisions and be responsible for the Collection, Hauling and Disposal of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes and White Goods and Recyclables for the TOWN Contract.

#### 19. BONDS AND TERMINATION

The CONTRACTOR shall secure and maintain during the term of this agreement a performance bond written by a company authorized to do business in New York State in an amount equal to 100% of the annual Contract amount to assure the TOWN and VILLAGE that the CONTRACTOR shall promptly and faithfully perform this Contract. Form of performance bond shall be acceptable to the TOWN and VILLAGE.

If the surety of any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business in any state where any part of the Project is located, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to TOWN and VILLAGE.

When CONTRACTOR delivers the executed Agreement to the TOWN and VILLAGE, the CONTRACTOR shall also deliver to TOWN and VILLAGE such Bonds as required above and yearly thereafter for the life of the Contract.

If the work to be done under this Contract shall be abandoned by the CONTRACTOR, or the work is unnecessarily delayed for more than one (1) week, or the CONTRACTOR is willfully violating any of the conditions or covenants of this Contract, or is executing the same in bad faith or not in accordance with the terms thereof, the TOWN and VILLAGE may notify the CONTRACTOR to discontinue all work, by a written notice to be served upon the CONTRACTOR as herein provided; and the CONTRACTOR shall discontinue the work within five (5) days of the service of said notice, and the TOWN and VILLAGE shall thereupon have the power to contract for the completion of the Contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, with the consent of the surety, by contract or otherwise to work, and complete the work herein described, and to charge the expense of such work to the CONTRACTOR. The expense so charged shall be deducted and paid by the TOWN and VILLAGE out of such monies as may be due or may at any time thereafter grow due to the CONTRACTOR under and by virtue of this Contract, or any part thereof. In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR or his surety shall pay the amount of such excess to the TOWN and VILLAGE and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the CONTRACTOR, the TOWN and VILLAGE shall pay such difference to the CONTRACTOR.

Either party may notify the other of an Uncontrollable Circumstance. The party whose performance is or may be affected by an Uncontrollable Circumstance shall include in its notice, where appropriate, a description of the Uncontrollable Circumstance, its cause, its estimated duration, its expected impact upon performance, and the measures that may be taken to avoid, overcome, or eliminate the effects or the Uncontrollable Circumstances.

In the event the CONTRACTOR is unable to comply with the terms of this agreement solely because of a strike, work stoppage or work slowdown by employees of CONTRACTOR, then the agreement shall be suspended (but not terminated) during the period of the strike, work stoppage or slowdown. During the time of this suspension, the TOWN and VILLAGE may contract with any other party for the collection of its Municipal Solid Wastes and Recyclable materials. Should the strike, work stoppage or slowdown continue for a period of over two (2) months, however, then the TOWN and VILLAGE may terminate the agreement without further

obligation to the CONTRACTOR pursuant to the terms of this paragraph.

## 20. CONTRACTOR'S INSURANCE

The CONTRACTOR shall obtain and maintain at his sole own expense, and without the expense to the TOWN and VILLAGE and/or the, in addition to any insurance otherwise required herein, the following insurance:

- A. Insurance for bodily injury, death or property damage or liability for damage imposed by law, of the kinds and in the amount hereinafter provided, covering all operations under the Contract, whether performed by CONTRACTOR.
- B. A policy covering the obligations of the CONTRACTOR according to the Provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law covering all operations under the Contract. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of and keep insured during the life of said Contract such employees in compliance with the provisions of the Workers Compensation Law. (State Finance Law, Section 142).
- C. A policy covering the obligations of the CONTRACTOR in accordance with Article 9 of the Workers' Compensation Law.
- D. Any other insurance required by any other governing and regulatory agency.

Before commencing the work, the CONTRACTOR shall furnish to each TOWN and VILLAGE certificates of such insurance in form satisfactory to the TOWN AND VILLAGE which certificate or certificates shall provide that upon cancellation, change or renewal of the policies, the company shall give thirty (30) days advance written notice to the TOWN and VILLAGE at the address herein for the purpose of giving such notices. The Contractor shall furnish to each Town and Village certificates of insurance as may be requested by the Town or Village from time to time. The CONTRACTOR'S insurance company must be authorized to do business in the State of New York, and, if not a New York State Corporation, must have on file with the Secretary of State of New York, a certificate of authority to conduct business in New York State.

## 21. MINIMUM INSURANCE REQUIREMENTS

The CONTRACTOR, pursuant to the Worker's Compensation Law of the State of New York and acts amendatory thereto, shall secure insurance for the benefit of, and keep insured during the life of this Contract and any renewal thereof, all his employees engaged directly or indirectly in the performance of this Contract; and in the event of the failure to secure such insurance and to keep all such employees insured with respect to such employment as required by law, this Contract shall be voidable by the TOWN AND VILLAGE upon ten (10) days written notice and if so voided, the TOWN AND VILLAGE shall have a right to recover against the CONTRACTOR for damages for breach of Contract.

The CONTRACTOR shall carry insurance to protect him from claims for damages because of bodily injury, including death, to his employees and the public; and for claims for property damage, as follows:

- A. Comprehensive motor vehicle liability - \$1,000,000 per occurrence.



- B. Comprehensive general liability, including Contractor liability - \$3,000,000 per occurrence with a \$5,000,000.00 aggregate
- C. Worker's Compensation and Employer's Liability - Statutory
- D. Disability Benefits - Statutory
- E. Umbrella liability coverage - \$1,000,000

The TOWN and VILLAGE shall be **named as an "additional insured"** on all such policies.

The CONTRACTOR shall within seven (7) days of the date of the award, furnish to the TOWN and VILLAGE a certificate of insurance in form satisfactory to the TOWN and VILLAGE, which certificate shall list the various coverages and shall state that the policy shall not be changed or cancelled until 30 days' notice has been given in writing to the TOWN and VILLAGE. The Contractor shall furnish to each Town and Village certificates of insurance as may be requested by the Town or Village from time to time

## 22. INDEMNIFICATIONS

The CONTRACTOR shall defend, indemnify, protect and hold harmless the TOWN and VILLAGE, their officers, employees, and agents from and against all liabilities (including strict, statutory, superfund or toxic tort liability) , actions, damages, claims, demands, judgments, losses, costs, expenses or suits, and attorneys' fees, and shall defend the aforesaid in any suit, appeal or other proceeding, including those for personal injury to, or death of, any person, or persons not parties to this Contract, or loss or damage to property of persons not parties to this. Contract arising from or resulting directly or indirectly from the (1) acts, omissions or other conduct of the CONTRACTOR, any of its officials, agents or employees; or (2) the breach of the CONTRACTOR of its obligations under this Contract. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for CONTRACTOR under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

The CONTRACTOR shall pay the TOWN for the cost of the repair, replacement and rebuilding of all or part of any property of the TOWN which may be damaged or destroyed by the negligence of the CONTRACTOR, excluding any cost of repairs, replacement, rebuilding, or any damage resulting from overturns, towing or digging out of hauling vehicles or the digging out of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes and White Goods and Recyclables from such vehicles.

## 23. COMPLAINTS

CONTRACTOR acknowledges that this is a service type contract with the TOWN and VILLAGE, and that the customers are not a party to this contract. CONTRACTOR agrees, however, to receive requests for service, suggestions and complaints directly from customers and to use all facilities of CONTRACTOR to meet, satisfy and comply with customer complaints in accordance with the terms of this agreement. An impasse between CONTRACTOR and customer in the attempt to resolve such complaint shall be reported promptly to the Supervisor of the TOWN or the Mayor of the VILLAGE, as the case may be.

## 24. DEFAULT AND TERMINATION

The CONTRACTOR shall be deemed in default of this contract if: (1) the TOWN OR VILLAGE determines the work was unnecessarily delayed, or is not completed within the time established; (2) the CONTRACTOR is willfully or repeatedly violating any of the conditions of the Contract, or is performing the same in bad faith; (3) the CONTRACTOR becomes insolvent or a petition is filed on behalf of CONTRACTOR under the Federal Bankruptcy laws or a State Court receiver or other as the agent is appointed for CONTRACTOR; (4) upon default, the Supervisor of the TOWN or the Mayor of the VILLAGE, shall give notice to the CONTRACTOR of such default. If the default is not corrected within two (2) days after the notice is deemed delivered, then the Supervisor of the TOWN or the Mayor of the VILLAGE shall have the power to: (1) notify CONTRACTOR to immediately discontinue all work or any part thereof; (2) to employ such and so many persons and its equipment as the TOWN or VILLAGE deems advisable, by contract or otherwise, to complete performance under this Contract, and to charge the expense thereof to the CONTRACTOR.

Representations and warranty shall survive such default, including the CONTRACTOR'S liability for damage caused by its agents, servants or employees to property.

CONTRACTOR agrees to reimburse the TOWN and VILLAGE for such costs, expenses and damages incurred by the TOWN or VILLAGE within thirty (30) days after receipt of an invoice from the TOWN or VILLAGE. Without relieving obligations of the CONTRACTOR, if the payment is not promptly received by the TOWN or VILLAGE, the CONTRACTOR authorizes its surety or bondsman to promptly pay the TOWN OR VILLAGE such invoiced amount.

## 25. EXEMPTION FROM, SALES AND/OR USE TAXES

The CONTRACTOR is advised that the TOWN and VILLAGE are municipal corporations created under the laws of the State of New York, and are exempt from payment of all state and local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies incorporated in the work, pursuant to the provisions of this Contract.

## 26. SUBCONTRACT AND ASSIGNMENT

CONTRACTOR shall not be permitted to subcontract any part of all of the work to be performed hereunder without first obtaining in writing, from the TOWN and VILLAGE, approval of the subcontract or subcontractors their methods and equipment. TOWN and VILLAGE shall have sole discretion of the approval of any subcontract and nothing herein shall require approval of such subcontracts.

This contract shall not be assignable by the CONTRACTOR without the prior written approval of the TOWN and VILLAGE.

## 27. ARBITRATION

Any disputes arising from this contract shall be settled by arbitration between the duly authorized representative of the TOWN, VILLAGE and the CONTRACTOR in accordance with

the rules of the American Arbitration Association then in existence and judgment upon the award rendered by the arbitrator may be entered into in any court having jurisdiction thereof. Such controversy or claim shall be submitted to an arbitrator or arbitrators selected from the National Panel of the American Arbitration Association. The parties hereto agree to each pay one-half (1/2) of the fee charged by the arbitrators, with all other related arbitration expenses (including legal fees, consultant's fees and fees for expert witnesses) to be paid solely by the party accruing such expenses.

## 28. NOTICES

All notices to the TOWN and VILLAGE shall be in writing and sufficiently given if delivered, sent or mailed as follows:

TOWN CLERK  
TOWN OF BRANT  
1272 Brant-North Collins Road  
Brant, NY 14027

VILLAGE CLERK  
VILLAGE OF FARNHAM  
526 Commercial Street, P.O. Box A-16  
Farnham, NY 14061

All notices to CONTRACTOR shall be in writing sufficiently given if delivered, sent, or mailed to the address given by the CONTRACTOR on his Bid Proposal.

If delivered personally, any notice shall be deemed delivered on the date delivered if the day is a business day, or on the first business day following delivery if the day is not a business day. If sent by facsimile, any notice shall be deemed delivered and given upon confirmation of receipt. If mailed, any notice shall be deemed delivered and given on the third business day after deposit thereof in a United States Post office, postage prepaid by certified mail, return receipt requested.

## 29. ENTIRE AGREEMENT

No amendment or modification to this Contract may be made except by a writing signed by both parties.

## 30. DEFINITIONS

The word "TOWN" as used herein shall mean the "Town of Brant" acting through its properly authorized representatives.

The word "VILLAGE" as used herein shall mean the "Village of Farnham" acting through its properly authorized representatives.

The word "CONTRACTOR" shall mean the successful bidder, of this Contract, or its, his

or their duly authorized agents, employees, subcontractors, heirs, executors, administrators, trustees, and/or assignees.

The word "Addendum" shall mean a modification of the Contract Documents issued in writing by the TOWN and VILLAGE prior to the opening of bids.

The term "Mixed Municipal Solid Wastes", "Wastes" or their singular form as used herein shall be construed to mean solid wastes generated from residential, commercial and institutional sources that are typically collected by or for the Municipality, or by other vehicles as may be designated from time to time by the Municipality, and that are allowed to be disposed in incinerators and/or sanitary landfills by the regulatory agencies having jurisdiction over the Facility's operations. Typical components of such wastes include household garbage and rubbish, from stores, markets, offices (specifically excluding, however, hospital wastes that are categorized as potentially infectious wastes), public buildings, shopping centers and restaurants. Such phrase shall be construed to specifically exclude slugs, septic tank pumpings, regulated hazardous wastes, junk automobiles, pathological wastes, construction and demolition debris as defined in the 6 NYCRR Part 360 regulations, white goods (such as stoves, refrigerators, freezers and other large appliances), and Bulky Wastes (such as box springs, mattresses, furniture and tree stumps) that are typically too large and/or dense to be collected in packer trucks.

The term "Disposal Site" means the site which has the Required Regulatory Approvals for the disposal of municipal solid waste and which is identified in this Contract.

The term "NYSDEC" shall mean the New York State Department of Environmental Conservation.

The term "Solid Waste Management Facilities" or their singular form shall mean a permitted facility as defined in 6 NYCRR Part 360.

The term "Cost Substantiation" means reasonable documentation that evidences the amount of a cost increase.

The terms "Specifications" and "Contract Documents" as used herein are hereby deemed synonymous.

The words "as described", "as required", "as permitted", "as allowed", or phrases of like effect or import as used herein shall mean that the direction requirement, permission or allowance of the TOWN is intended, and similarly, the words "approved", "reasonable", "suitable", "properly", "satisfactory", or words of like effect or import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, properly or satisfactory, in the Judgment of the TOWN.

The term "Recyclables" shall mean a solid waste, excluding unacceptable wastes generated within the TOWN, that exhibits the potential to be used repeatedly in place of virgin material, including but not limited to glass, newsprint, metal cans, cardboard, paper, and plastic.

The term "Process" or "Processing" as used herein shall mean the operations required for the proper handling of Recyclables in accordance with all applicable laws, rules and regulations

of the State of New York and the terms and conditions of the New York State Solid Waste Management Plan.

The term "Required Regulatory Approvals" mean any permits, licenses or approvals necessary for operations performed in relation to this Contract.

The term "Unacceptable Waste" means:

- A. Any waste required by law or governmental regulation to be disposed of at a hazardous waste disposal facility;
- B. Asbestos waste, which is asbestos and asbestos containing wastes;
- C. PCB waste, which is waste containing any detectable levels of PCBs;
- D. Batteries, tires, cleaning, fluids, crank case oils, cutting oils, paints, acids, caustics or poisons of anykind;
- E. Any waste packaged in drums or the drums themselves;
- F. Industrial waste, residue, hazardous waste, infectious waste, and construction and demolition debris, as defined in 6 NYCRR Part 360, or;
- G. Suspicious waste, which is any waste that because of its appearance, odor, physical properties or packaging does not appear to be a municipal solid waste.

The word "Ton" means two thousand (2,000) pounds.

The term "Uncontrollable Circumstance" means the act, event or condition ~~that~~ has had, or may be expected to have, a material adverse effect on the rights or the obligations of the parties under this Contract, which act, event or condition is beyond the control of the party relying thereon. The acts, events or conditions may include, but shall be limited to, an act of God, accident, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of public enemy war, blockade, insurrection, riot, civil disturbance, sabotage, injunction or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity.

The term " White Goods" means items including, but not limited to, refrigerators, stoves, dishwashers, clothes washers and dryers, hot water heaters, and furnaces.

The term "Bulky Wastes" means furniture, carpeting and other large and/or dense materials that may be disposed of in a sanitary landfill, but not in a construction and demolition debris landfill. Such phrase shall be construed to specifically exclude slugs, septic tank pumpings, regulated hazardous waste, junk automobiles, pathological wastes, construction and demolition debris, tires and white goods.

The term "Base Annual Payment" means bid proposed price based upon twelve months of service to a certain number of units.

The term "Construction and Demolition Debris" means only those wastes defined as "Construction and Demolition Debris" in the New York Department Of Environmental Conservation' s Solid Waste Management Regulations (SEE 6 NYCRR PART 360-1) and is not intended to include such wastes generated from non-residential or commercial operations.

The term "Unit" or "Stop" means all dwelling or residential units or qualified commercial or institutional establishments located in the TOWN and VILLAGE and identified as such by the TOWN and VILLAGE.

The term "Yard Waste" means leaves, grass clippings, garden debris and small or chipped branches.

### 31. CONTRACT DOCUMENTS

The Contract Documents shall consist of Notice to Bidders, Information for Bidders, Proposal Form, Contract and Agreement, General and Special Conditions of the Contract, and Insurance, including all modifications and Addenda thereof incorporated in any of the documents before execution of the Contract.

### 32. INTERPRETATIONS AND ADDENDA

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract Documents, he may submit to the TOWN CLERK a written request for an interpretation thereof.

No interpretation of the meaning of the Plans, Specifications or other Contract Documents shall be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to TOWN CLERK, 1272 Brant-North Collins Road, Brant, New York 14027, and to be given consideration, must be received at least five (5) work days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the Specifications, which, if issued, shall be mailed either by Registered or Certified Mail, with return receipt requested; to all prospective bidders not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All addenda must be submitted with and as part of the bid proposal and be properly signed by the Bidder as part of the Bid Documents. The TOWN and VILLAGE shall not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the TOWN and VILLAGE before expiration of the time set for the receipt of bids.

### 32. ADDITION OR DELETION OF STOPS DURING TERM OF CONTRACT

The amount of stops per month shall be established by the TOWN and VILLAGE on the first of the month and shall be calculated by the number of current residential (including multi-family up to five (5) units) and qualified commercial and institutional establishments as of the last day of the previous month.

The TOWN and VILLAGE shall make available to CONTRACTOR, during regular business hours, all information indicating any stops to be added or any stops to be eliminated. CONTRACTOR shall contact the TOWN AND VILLAGE weekly to obtain these additions or deletions.

Additional stops may be added and eliminated only upon authorization of the TOWN and

VILLAGE. Stops shall be added to or eliminated from the contract price at the rate established in the bid and shall be paid or subtracted thereafter as an adjustment to and at the same time as provided for payment of contract price provided, however, said adjustment shall be made once per month (1st of month) and shall apply only to the subsequent month.

### 33. EQUIPMENT OF CONTRACTOR

CONTRACTOR certifies that its collection equipment complies with all applicable governmental statutes, rules and regulations and is modern, serviceable and shall remain so at all times during the term of this agreement. Mixed Municipal Solid Waste vehicles shall be of the closed compaction type garbage truck, and shall be clean, sanitary and free from obnoxious odors. CONTRACTOR shall not permit any Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes and White Goods and Recyclables or collected substance or materials to escape from, drop off or leak out of vehicles while any of CONTRACTOR'S vehicles are passing through the TOWN and VILLAGE.

### 34. UNACCEPTABLE WASTES

The CONTRACTOR shall not knowingly accept or dispose of Unacceptable Wastes. The CONTRACTOR may refuse to accept or may revoke acceptance of Unacceptable Wastes. The CONTRACTOR'S revocation or refusal shall be effective immediately, and the CONTRACTOR shall give notice to the TOWN and VILLAGE of a refusal or revocation as soon as is reasonably possible but within seven (7) days.

### 35. SEVERABILITY

If any one or more of the provisions contained in this Contract is held for any reason, to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. The parties agree to negotiate in good faith to amend this Contract to restore the original intent in the event of any such holding.

### 36. RENEWAL OF TERM

The Contract may be renewed at the sole option of the TOWN and VILLAGE, jointly or separately. Each of the two one-year optional extensions shall be executed separately at the sole option of the TOWN and/or VILLAGE.

### 37. BASIS OF AWARD

The Bid Award shall be based on the lowest responsible, responsive bid which the TOWN and VILLAGE deem to be in their best interest. The TOWN and VILLAGE reserve the right to reject any and all bids, or portions thereof.