

INCORPORATED VILLAGE OF GARDEN CITY

DRAFT REQUEST FOR PROPOSALS

FOR

MUNICIPAL RECYCLABLES PROCESSING AND MARKETING SERVICES

Procurement Advisors:

D&B ENGINEERS AND ARCHITECTS, D.P.C.

MAY 2025

**DRAFT REQUEST FOR PROPOSALS
FOR
MUNICIPAL RECYCLABLES PROCESSING AND MARKETING SERVICES
ON BEHALF OF THE INCORPORATED VILLAGE OF GARDEN CITY**

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DEFINITIONS

Whenever used in the Final Request For Proposals (“FRFP”), unless otherwise expressly stated or unless the context or subject matter requires a different meaning, the following terms shall have the respective meanings hereafter set forth or indicated:

Agreement means the Recyclables Processing and Marketing Services Agreement between the Contractor and the Village, including the Village Addendums and Appendices.

Applicable Law means any law, rule, code, standard, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued or deemed to be issued by, any Governmental Body having jurisdiction, applicable from time to time to the construction, equipping, financing, ownership, possession, operation, maintenance, and repair of a Designated Recycling Facility or to the handling, processing, hauling, transportation, marketing of recyclables, and disposal of Unacceptable Waste or Recycling Facility process residuals or to any other transaction, or matter contemplated hereby (including any of the foregoing which concern procurement, contracting, health, safety, fire, environmental protection, solid waste transportation, recycling and disposal, materials recovery processing, quality and use, labor relations, mitigation monitoring plans, building codes, non-discrimination, and the payment of minimum or prevailing wages).

Backup Recycling Facility means a facility to be provided by the Contractor as a backup to the Designated Recycling Facility and meeting the requirements of a Designated Recycling Facility, should the primary Designated Recycling Facility for any reason not be available.

Bulk Wastes means oversized items typically disposed by residents, including furniture, appliances, Tires, and Scrap Metal.

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Change in Law means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations):

- 1) The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Contract Date of any Federal, State or local law, regulation, ruling, or ordinance was, on or prior to the Contract Date, proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued, or otherwise officially modified or changed in interpretation.
- 2) The order or judgment of any Federal, State or local court, administrative agency, or Governmental Body, on or after the Contract Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of the Contractor or of the Village, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission, or lack of reasonable diligence.
- 3) The denial of an application for delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition, or requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance, or renewal on or after the Contract Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, or imposition materially and adversely affects the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, or imposition is not the result of willful or negligent action, error or omission, or a lack of reasonable diligence of the Contractor or of the Village, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, or imposition shall not be construed as such a willful or negligent action, error or omission, or lack of reasonable diligence.
- 4) A “Change in Law” shall not include (1) a change in any Applicable Law pertaining to taxes or tolls, (2) a change in the law of any foreign country, (3) any Change in Law (including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than those set forth in the obligations contained herein, (4) any change in interpretation, however stringent, by a Government Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Contract Date, or (5) union work rules, demands, or requirements, which modifies the number of employees required to be

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employed at the Designated Disposal Facility or Transfer Station and causes an increase in the Contractor's projected or actual cost of operating the Designated Disposal Facility or Transfer Station.

Commencement Date means the date upon which the Contractor shall commence providing the Recyclables Processing and Marketing Services to the Village. It is anticipated that the Commencement Date shall be [insert date], 2023.

Contract Date means the date the Agreement is executed by the Village and the Contractor.

Contract Services means everything required to be furnished and done for and relating to the provision of Recyclables Processing and Marketing Services, including the provision of roll-off containers and associated hauling services, operation and maintenance of a Designated Recycling Facility, the transportation and marketing of Recyclables and as applicable by the Contractor pursuant to the express terms of the Agreement during the Term. A reference to "Contract Services" shall mean "any part and all of the Contract Services," unless the context otherwise requires.

Contractor means proposing private or public entities, one (1) or more of whom may be selected to enter into an Agreement with the Village and provide Recyclables Processing and Marketing Services.

Contractor Equipment means any equipment supplied by the Contractor, as required, to perform the Contract Services, including, but not limited to, Recycling Facility systems and equipment, roll-off containers, hauling equipment, and any other equipment that is necessary to perform the Contract Services.

Contractor Fault means the failure by the Contractor to fulfill any of its material obligations or any act of negligence or gross negligence by the Contractor.

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Contractor's Facility means a Designated Recycling Facility or a Backup Recycling Facility.

Designated Recycling Facility(s) means a Recycling Facility, which (1) is permitted and operated in accordance with good engineering practice, (2) is located in the United States, (3) as applicable does not appear on any federal or State list of sites, such as, but not limited to, the National Priority List or the CERCLIS list under CERCLA, maintained for the purpose of designating landfills which are reasonably expected to require remediation on account of the release or threat of release of Hazardous Wastes or Hazardous Substances, (4) is being operated at the time of delivery in accordance with Applicable Law as evidenced by the absence of any regulatory sanctions or any significant enforcement actions with respect to material environmental matters, (5) has committed by agreement or obligation of the owner or operator to receive Recyclables delivered to by or on behalf of a Village, and (6) is not under any executive or judicial order barring receipt of Recyclables from any region.

Designated Hauler means any person authorized by a Village to deliver Recyclables to a Designated Recycling Facility in accordance with the delivery requirements and procedures set forth in the Agreement.

Disposal Services means providing a site for disposal of Unacceptable Waste and Recycling Facility process residuals in accordance with the Contract Services.

Hauling Services means the transportation of Unacceptable Waste and Recycling Facility process residuals from the Designated or Backup Recycling Facility(s) in accordance with the terms of the Agreement.

Hazardous Substance has the meaning as defined by Applicable Law.

Hazardous Waste has the meaning as defined by Applicable Law.

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Legal Entitlement means all permits, licenses, registrations, approvals, authorizations, consents, and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

Mandatory Proposal has the meaning as set forth in Section 1.0 of the FRFP.

Marketing Services means receipt of Recyclables from the Village at the Contractor's Designated Recycling Facility, processing such Recyclables to produce recyclable commodities and marketing 100% of such commodities in accordance with the operating permit or registration issued by the New York State Department of Environmental Conservation.

NYSDEC means the New York State Department of Environmental Conservation.

Operation and Maintenance Plan means the document submitted with the Contractor's Proposal, which describes operations and maintenance procedures and includes the marketing plan responsibilities of the Contractor and establishes procedures to fulfill those responsibilities throughout the operating period.

Participating Firm has the meaning, as set forth in Business Proposal Form 4.

Proposal(s) means a document submitted in response to the FRFP to provide services in accordance with any of the options in the FRFP.

Proposer(s) means the entity submitting a Proposal in response to the FRFP, including all entities committed to undertaking a substantial role in the performance or guaranteeing of the Contract Services.

Recyclables means recyclable items collected by a Village in two (2) commingled streams including a commingled stream of newspaper; corrugated containers; junk mail; and

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magazines; and another commingled stream of glass bottles; plastic food and beverage containers (numbers 1 and 2); aluminum cans; ferrous cans; and other items as are presently collected or may be collected in the future.

Recycling Facility means a facility operating in accordance with all applicable laws and regulations that receives Recyclables and processes same to recover recyclable commodities and markets such commodities for productive end uses or disposes of non-marketable recovered materials for beneficial use.

Regulated Medical Waste means any medical waste that is a solid waste, as defined in subdivision 360-1.2(A) of NYCRR Part 360, generated in the diagnosis, treatment (e.g., provision of medical services) or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, that is not excluded or exempted under subparagraph 360-17.2(h)(2) of NYCRR Part 360-17.2, and as further defined therein.

Revenues means the monies received in exchange for the sale of certain items, such as Recyclables, Scrap Metals, and White Goods.

Scrap Metal means all uncontaminated recyclable metals, including, but not necessarily limited to, outdoor metal furniture, recognizable, uncontaminated metal vehicle parts, metal pipes, bed frames, metal sheds, White Goods, and other large metal objects. Materials may be added to or deleted from this definition with the parties' written consent at any time throughout the term of the Agreement.

Service Fee means the dollars per ton fee to be paid in monthly installments to the Contractor for Contract Services.

Street Sweepings means materials commonly collected as a result of municipal street sweeping activities.

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Term has the meaning, as set forth in the Agreement.

Tires means any standard car or truck tire and specifically excludes oversize tires, such as loader tires or tires found on heavy machinery.

Trash means all residential, institutional and commercial waste, and refuse of the type collected and disposed as a part of municipal or commercial collections other than sewage and liquid waste, and not including any Recyclables, Bulk Waste, Scrap Metal, Street Sweepings, White Goods or Yard Waste that are collected and managed separately by the Village.

USEPA means the United States Environmental Protection Agency.

Uncontrollable Circumstance means any act, event or condition (including a change in Applicable Law) which materially and adversely affects the ability of the Village or the Contractor to perform any obligation under the Agreement, if such act, event, or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission, or failure to exercise reasonable diligence on the part of the party relying thereon as a justification for not performing an obligation or complying with any condition required by such party under the Agreement, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction, or a lack of reasonable diligence of either party.

Unacceptable Waste means dirt; sewage sludge; Hazardous Wastes; Regulated Medical Wastes; and large items of machinery and equipment, such as motor vehicles and major components thereof (including, but not limited to, engines, transmissions, fenders and contaminated parts), agricultural equipment, trailers, certain industrial wastes (uniform loads of foam rubber, dry powder solids, etc.), marine vessels and other materials which are likely to adversely affect the health and safety of personnel, cause damage to or adversely affect the operation of a Designated Recycling Facility.

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Village means the Incorporated Village of Garden City.

Village Recyclables means Recyclables, which are delivered to a Designated Recycling Facility on behalf of the Village.

Village Holidays shall have the meaning set forth in Section 2 of the FRFP.

Weigh Scale System means the actual weigh scales and the computerized system operating the weigh scales, but specifically excluding the scale house and associated facilities.

White Goods mean household and commercial appliances that do not contain a refrigerant; these include stoves, ovens, washers, and dryers.

White Goods With Refrigerants mean household and commercial appliances that contain a refrigerant, such as refrigerators, air conditioners, and de-humidifiers.

Yard Waste means leaves, grass clippings, and small brush (no more than four (4) feet in length and four (4) inches in diameter that are collected as part of normal municipal collection services.

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1.0 INTRODUCTION

The Incorporated Village of Garden City (“the Village”) is seeking Proposals from private or public sector entities for Recyclables Processing and Marketing Services to commence on or about or about December 1, 2025, or immediately following the execution of the Service Agreement with the selected Contractor. The Village is currently under contract with Omni Recycling of Westbury, Inc. for processing and marketing from their Westbury Facility. The Village is seeking the most economic Recyclables Processing and Marketing Service at existing facilities operating in accordance with Applicable Law. All Contractors must submit mandatory Proposals for Recyclables Processing and Marketing Services.

The Village has a population of 21,672 and collected the following recyclable volumes during the period of 2019 to 2023 as shown within Exhibit 1 below:

Exhibit 1 - Population and Recyclables Collections for the Years 2019 through 2023

	Commingled (Tons)	Paper (Tons)
2019	1,314.71	848.55
2020	1,445.29	488.3
2021	1,188.2	515.38
2022	1,247.53	338.7
2023	1,205.99	328.09

The Village does not own a Recycling Facility but maintains a transfer station at the Village Yard. The Village collects Recyclables in two (2) commingled streams – commingled paper and commingled containers. The Village’s current program collects newspapers, magazines and phone books as commingled paper; and soda and water bottles, salad dressing bottles, milk jugs, wine bottles and aluminum cans as commingled containers. The Village is seeking input from contractors regarding the opportunity to add to the list of recyclables collected. This may include corrugated containers, cardboard and plastics #3 – 7. Proposers are encouraged to identify recyclables that they will accept for processing and marketing that are in

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addition to those currently collected by the Village. Appendix A describes existing collection services, equipment, and Contractors for recyclables collection, processing, and marketing in use by the Village.

1.1 Objective of Procurement

The primary objective of the Village in soliciting Proposals in response to this Draft RFP (DRFP) is to obtain the most economic Recyclables Processing and Marketing Services from a reliable Contractor while at the same time identifying the most responsive, responsible proposal that will satisfy the requirements and services detailed herein at the lowest feasible cost balanced with the most responsible recycling platform

The Village's objective is to identify the most responsive and responsible Proposal that will satisfy the requirements and services detailed herein at the lowest feasible cost through the use of one (1) or more Contractors. This DRFP requires proposers to provide all services relevant to the Mandatory Proposal Option 1 or Mandatory Proposal Option 2, as well as Mandatory Proposal 3, the provision of a compactor for corrugated containers at the Village's DPW facility, pick up and marketing of the compacted corrugated containers described herein for a period of five (5) years, with options for one (1) five (5) year extension.

In order to evaluate the total costs of the Proposals, the cost to the Village of transporting its Recyclables to the Contractors' Designated Recycling Facility under Mandatory Proposal 1 will be included in the economic evaluation. Section 6.0 of this DRFP describes the Proposal evaluation process.

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1.2 Legal Authority and Compliance Obligations

1.2.1 New York General Municipal Law 120-w

The Village is procuring the Contract Services detailed in this DRFP under General Municipal Law 120-w.

1.2.2 6 NYCRR Part 360 - 369

The Contractor shall comply with all the current and final regulations, provisions, and special conditions set forth in the registrations, permits, and approvals. The Contractor shall be responsible for any fines, penalties, or other regulatory actions imposed for failure to comply with applicable regulations. The Agreement will address any change in law that may affect operations and maintenance costs.

1.3 Responsibilities, Rights, and Options of the Village

1.3.1 Village's Procurement Responsibilities, Rights, and Options

The Village reserves, holds, and may exercise, at its sole discretion, the following rights and conditions with regard to this DRFP or the Final RFP (FRFP) to be subsequently issued by the Village in accordance with GML 120-w. By responding to the FRFP, proposers acknowledge and consent to the Village's rights and conditions set forth herein relative to the procurement process and the selection of a proposer to negotiate the Agreement (see Appendix B).

- This DRFP does not obligate the Village to procure or contract for any services whatsoever.
- The participation in an Agreement for Disposal Services is subject to the acceptance and approval by the Village's governing body.

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- The Village reserves the right to select and enter into an agreement with one (1) or more proposers who best satisfy the interests of the Village and is most responsive to the FDFP, and not necessarily on the basis of price or any other single factor.
- All costs incurred by a proposer in connection with responding to the DRFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing the Agreement will be borne by proposer.
- The Village reserves the right to waive any technicalities or immaterial irregularities in the Proposals.
- The Village reserves the right to extend the deadline date for submission of Proposals and modify schedule dates.
- The Village reserves the right to discontinue negotiations with any selected proposer.
- The Village may conduct clarification discussions, at any time, with one (1) or more proposers and request additional information relating thereto.
- The Village may receive written questions from proposers and to provide such answers, as it deems appropriate.
- All Proposals become the property of the Village and will not be returned.
- The Village reserves the right to reject, for any reason, any and all Proposals and components thereof, and to eliminate any and all proposers responding to the FRFP from further consideration for this procurement.
- The Village reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in the FRFP.
- The Village reserves the right to eliminate any proposer who submits incomplete, inadequate responses, or is not responsive to the requirements of the FRFP.
- The Village reserves the right to amend, supplement, or otherwise modify this DRFP, including scope of work or otherwise request additional information without prior notice.
- The Village reserves the right to request proposers to send representatives to the Village for interviews.
- All activities related to this DRFP and the performance under the Agreement shall be subject to Applicable Law.

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- Any and all responses not received by the deadline for receipt of Proposals may be rejected and returned unopened in the Village's sole discretion.
- Neither the Village, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this DRFP.
- The Village (including its representatives and consultants) reserve the right to visit and examine any of the facilities referenced in each Proposal and to observe and investigate the operations of such facilities.
- The Village reserves the right to conduct investigations of the proposers and their responses to the FRFP and to request additional evidence, including reference checks to support the information included in any such response.
- The Village reserves the right to enter into concurrent or sequential Agreement negotiations with two (2) or more proposers.

The Village will coordinate the review and evaluation of Proposals submitted in response to the FRFP. After proposers have submitted their Proposals by the predetermined deadline date, the Village will begin the Proposal evaluation process. The Village will evaluate Proposals in a manner consistent with the provisions set forth in Section 6 of the FRFP.

After evaluating Proposals, the Village may award a contract to one (1) or more responsible proposers, provided the award is based on the evaluation approach described above and in Section 6.0 – Proposal Evaluation Criteria.

1.4 General Scope of Services

1.4.1 Mandatory Proposals Options 1 and 2 - General Scope of Services

Contractors may provide Mandatory Proposals under Option 1 or 2 or both.

The Contractor will provide Recyclables Processing and Marketing Services at its Designated Recycling Facility, as follows.

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Mandatory Proposal Option 1 - Delivery of Recyclables to the Designated Recycling Facility will be the responsibility of the Village.

Mandatory Proposal Option 2 - The Contractor will provide 35 or 40 cubic yard roll-off containers at the Village's DPW yard for the Village to deposit the paper and commingled containers that it collects; and the Contractor will haul the filled roll-offs to its Designated Recycling Facility. The Contractor will provide separate roll-off containers for paper and commingled containers. Each roll-off is expected to be filled each day. The Contractor will remove filled roll-offs and leave empty roll-offs in their place. The daily schedule for removal of the filled roll-offs and delivery of empty roll-offs will be arranged between the Contractor and the Village.

1.4.2 Mandatory Proposal 3 - Compactor for Corrugated Containers at Village DPW Facility

Provision of a Compactor for Corrugated Containers – the Contractor will provide a compactor for the use by Village personnel in compacting corrugated containers delivered by residents. The compactor capacity will be determined by the Contractor and the Village. The Contractor will pick up the compacted corrugated containers on a regular basis, for transport to its Designated Recycling Facility for baling and marketing.

The Contractor shall be responsible for the entire operation and maintenance of the Designated Recycling Facility.

- Contractors are required to submit Proposals identifying both Designated Recycling Facility and a Backup Recycling Facility for the processing of Village Recyclables.
- The Contractor shall be responsible to provide Hauling Services to Contractor-provided Backup Recycling Facilities when the Designated Recycling Facility is unavailable due to Contractor Fault or Uncontrollable Circumstances. When a Backup Recycling Facility is utilized, the Village will continue to deliver its waste to the Designated Recycling Facility. The Contractor will be responsible for Hauling to the Backup Recycling Facility.

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- The Contractor shall be responsible to provide Hauling Services and Disposal Services for Unacceptable Wastes and Recycling Facility process residuals.

1.5 Agreement

A single base Agreement will be negotiated between the Villages and one (1) or more selected Contractors.

The Agreement will be cancellable at the Village's sole discretion, at any time.

1.6 Procurement Process and Schedule

The Procurement Schedule is as follows:

Action	Date Or Time Frame
Issuance of 120-w Draft Request For Proposals (“DRFP”)*	May 29, 2025
Draft RFP Pre-Proposal Conference	June 24, 2025
Deadline for Receipt of Comments and Questions on the DRFP**	July 29, 2025
Issuance of FRFP	August 7, 2025
Deadline for Receipt of Proposals	August 28, 2025
Proposal Evaluations; Requests for Clarification (“RFC”); Interviews	Aug. 29 – Sept. 29, 2025
Contractor Selection	September 30, 2025
Complete Service Agreement	October 20, 2025

*Proposers should note that the Village is procuring the Contract Services under GML-120-w.

**Any responses to comments and questions will be sent to all proposers who received a copy of the DRFP and FRFP.

1.7 Proposal Submission Requirements and Contact Person

Each Contractor shall submit a Proposal, meeting the mandatory content and format requirements stated for the Disposal Services for selected Proposal Alternate described in the FRFP.

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The Agreement will be for a five (5) year term with the option of up to one (1), five (5) year extension. Contractors that do not submit a mandatory Proposal for a five (5) year term may be rejected by the Village.

Every Proposal must address all requirements relevant to Mandatory Proposal Option 1 or 2 and Mandatory Proposal 3 as described if the FRFP, particularly the scope of service items described in Section 1.4 and Section 2.0. Proposals must adhere to the instructions for preparing Proposals described in Sections 3.0, 4.0, and 5.0.

Five (5) copies and one (1) electronic copy of the entire Proposal must be received by the Village's Contact Person at the address indicated below no later than the Proposal submission date, as indicated below. One (1) copy of the Proposal shall be clearly marked as the original and must contain the original signature forms and other original documents. The remaining four (4) copies can be reproductions.

John Borroni, DPW Superintendent
Incorporated Village of Garden City
351 Stewart Avenue
Garden City, New York 11530
(516) 465-4001
JBorroni@gardencityny.net

Proposals on the FRFP are due by 3:00 p.m. on Thursday, August 28, 2025. It should be noted that the Village reserves the option of extending the deadline date for the submission of Proposals. Any Proposals received after the indicated time and date may be rejected and returned unopened.

1.8 Pre-Proposal Conference

As noted in the procurement schedule set forth in Section 1.6, the Village will conduct a Pre-Proposal Conference on Tuesday, June 10, 2025. Contractors wishing to observe Village

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solid waste recyclables collection practices could arrange with the Village to do so following the conference. The FRFP will contain the responses to comments and requests for clarifications that were raised at the Pre-Proposal Conference or in writing by the Tuesday, July 8, 2025, deadline in Appendix D.

1.9 Information Requests and Questions Concerning this Draft Request for Proposals

All written inquiries and correspondence relating to this DRFP shall be directed to John Borroni at the address and telephone number provided above with a copy of all written correspondence to Patricia Cunningham, D&B Engineers and Architects, D.P.C., 330 Crossways Park Drive, Woodbury, New York 11797. Questions submitted following the due date stated in this FRFP may be responded to at the discretion of the Village. Any such responses shall be distributed to all firms receiving the FRFP.

As of the date the DRFP was released to the public and throughout the procurement process and Agreement negotiations, Contractors or their employees, representatives, or agents shall not contact members of the Village, or representative of the Village, or any consultant or other agent involved with this procurement other than by written correspondence to Mr. Borroni.

If a Contractor or its employee, representative, or agent contacts anyone other than Mr. Borroni in relation to the DRFP or if a Contractor or its employee, representative, or agent attempts to have oral communications with any representative of the Village, such Contractor risks either being disqualified to submit a Proposal in response to the FRFP or having its proposal rejected by the Village.

1.10 Expenses of Proposal Preparation

All Proposals prepared in response to the FRFP are at the sole expense of the Contractor and with the express understanding that there will be no claim, whatsoever, for reimbursement from the Village for any expenses of preparation or submittal.

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1.11 General Procurement Conditions

Proposals submitted in response to the FRFP must comply with the following procurement principles:

Labor, Wages, and Equal Employment Opportunity

The Contractor is expected to be familiar with and to comply with all Federal, State and local labor laws, rules, regulations, ordinances, and executive orders, including without limitation, requirements as to minimum wages, workers' compensation, and equal employment opportunity.

Affirmative Action

The Contractor must also agree to comply with the applicable Federal, State, and local affirmative action requirements.

Subcontracting – Work by Others

There will be no direct contractual relation between any subcontractor and the Village.

Subcontractors

If the Contractor intends to use one (1) or more subcontractors to provide the Recyclables Processing and Marketing Services, the Contractor must so indicate in its Proposal. The Village requires that subcontractors be identified and their relevant experience and qualifications, called for in Section 3.0, must be submitted with the Proposal. The proposed business arrangement between the proposer and each subcontractor must be described in the Proposal.

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The successful Contractor will not be permitted to award work to any subcontractor for above services without the approval of the Village. The successful Contractor will be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. Subcontractors will be subject to all applicable obligations, requirements, and limitations under the contract awarded to the successful proposer. Both the successful proposer and any Subcontractor shall fulfill any requirements for County license(s) for trades required by Nassau County, New York or the Village.

These requirements do not apply to minor subcontracting services, such as general maintenance, cleaning, supplies, repair, or administration.

Authority to Do Business in New York

Any corporation not incorporated under the laws of the State of New York must furnish, with the Proposal, a copy of its certificate of authority from the New York State Secretary of State to do business in New York in accordance with Article 13 of the New York Business Corporation Law.

Confidentiality

The New York State Freedom of Information Law, Public Officers Law, Article 6, Section 84-90, provides for public access to government records. However, Proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the proposer's competitive position. To protect the Contractor from release of this sensitive information under the State Freedom of Information Law, the Contractor should specifically identify and mark the pages of its Proposal(s) that contain such information, and insert the following notice in the front of its Proposal:

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NOTICE

The data on the pages of this Proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the (proposer's) competitive position. The (Contractor) requests that such data be used only for the evaluation of the Proposal, but understands that the disclosure will be limited to the extent that the Villages consider proper under the law. If an agreement is entered into with this (Contractor), the Village shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The Village does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data are requested pursuant to the State Freedom of Information Law, the proposer will be advised of the request and may expeditiously submit to the Villages a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the Village in making its determination as to whether disclosure is proper under the law. In no event will the Village assume liability for any loss, damage, or injury, which may result from any disclosure or use of marked data within Proposals.

Correction, Modification, or Withdrawal of Proposal

A Contractor may correct, modify, or withdraw a Proposal by written notice received by Borroni or his designee, prior to the time and date set for the receipt of Proposals. For any Proposals received, the Village may waive minor informalities or allow the proposer to correct them.

Record of Proposals

All Proposals are the property of the Village.

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No Discrimination

The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

Contractor's Conformance With Laws and Regulations

The Contractor and his personnel will perform the Contract Services in conformance to all applicable Federal, State, and local laws and regulations. Any laws enacted requiring a Contractor to obtain a County License to conduct business in Nassau County or related to the hauling of Trash must be complied with at the Contractor's cost.

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2.0 SCOPE OF SERVICES

2.1 Overview

Sections 2.3.1 through 2.3.4 of this DRFP define the detailed requirements for the Contract Services to be provided by the Contractor. These sections supplement the information and requirements described in Section 1.0. Proposers are to be thoroughly familiar with and understand the requirements in the above-referenced Sections.

The comprehensive scope of services to be contracted for through this procurement includes all or selected services related to the Recyclables Processing and Marketing Services.

The scope of services sets forth a summary of the terms and conditions pertaining to the performance of the Contract Services. This Section 2.0 also summarizes the provisions to be included in the Agreement (see Appendix B) to be executed with the Contractor. Contractors are advised that the Agreement will be the definitive statement of the mutual responsibilities, obligations, and liabilities of the Village and the Contractor. In the event of a conflict between the scope of services in the FRFP and the Agreement, the Agreement shall govern.

2.2 Contract Term

Proposers must submit Proposals, which provide for the following: A mandatory five (5) year term for the Agreement commencing on the Commencement Date and the option of one (1), five (5) year extension.

2.3 Responsibilities of the Parties

2.3.1 Village's Responsibilities

The Village's responsibilities for Disposal Services are as follows.

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- a) Mandatory Proposal Option 1 -Direct all Village Recyclables to the Designated Recycling Facility.
- b) Mandatory Proposal Option 2 – Deposit Village Recyclables into roll-off containers in the Village’s DPW yard
- c) Mandatory Proposal 3 - Provision of Compactor for Corrugated Containers at Village DPW Facility -Supervise residents’ deliveries, operate compactor and contact Contractor to arrange pick up of compacted corrugated containers.
- d) Pay the Contractor the Service Fee for services on a monthly basis.
- e) Comply with the terms of the Agreement.

The Village makes no representations or guarantees regarding the tonnages of Recyclables which it collects, during the Term of the Agreement.

2.3.2 Contractor’s Responsibilities

The Contractor's responsibilities for Recyclables Processing and Marketing Services are as listed below. The responsibilities listed below are applicable to the initial five (5) year Term of the Agreement. All responsibilities apply to Mandatory Proposal.

- 1) Guarantee the acceptance, processing and marketing of the Village’s Recyclables.
- 2) Take title to the Village’s Recyclables when it is unloaded from their compactor vehicles at the Designated Recycling Facility, or removed from the Village’s DPW Facility in roll-off containers, or by other means.
- 3) Furnish all labor, materials, rolling stock, and equipment necessary to operate and maintain in good working condition the Designated Recycling Facility, and, as applicable, the corrugated containers compactor, roll-off containers and roll-off trucks. The Contractor is responsible for all costs associated with the furnishing of all labor, materials and equipment, and its maintenance for these operations.
- 4) Maintain the Designated Recycling Facility and roll-off containers in operative condition and be ready to receive, process, and dispose of all the Recyclables delivered from 7:00 a.m. to 4:30 p.m., Monday through Friday, and at such additional times as may be reasonably requested by the Village due to special circumstances or

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emergencies.

- 5) Accord equal treatment to the Village with all other customers in the tipping of Recyclables at the Contractor's Designated Recycling Facility, and limit turnaround times to not more than thirty (30) minutes.
- 6) Make no change to either the location of the Contractor's Designated Recycling Facility or the daily delivery schedule, or delivery and tipping procedures without prior written consent of the Village.
- 7) Operate and maintain the Designated Recycling Facility in full compliance with all applicable NYSDEC, Occupational Safety and Health Administration ("OSHA") requirements, and Federal, State and local laws and regulations. Future changes in law or regulations, which may affect operations, such as NYSDEC Part 360-369 regulations; OSHA safety standards shall be complied with by the Contractor at no additional cost to the Village.
- 8) Provide a Backup Recycling Facility in order to ensure the uninterrupted provision of Recyclables Processing and Marketing Services to the Village.
- 9) The selected Contractor shall provide a Training and Safety Plan in compliance with all OSHA, Federal, State, and local laws and regulations. The Plan shall address procedures and equipment to be employed at the Designated Recycling Facility to protect the safety of Village employees and Village collection contractors. The Contractor shall conduct training sessions to inform Village employees and Village collection contractors of the safety requirements.

The Contractor shall provide signed and dated statements by all applicable Designated Recycling Facility employees indicating that they have received training in the Training and Safety Plan, including refresher training.

- 10) Maintain accurate daily, weekly, monthly, and annual records of the tonnages of Recyclables delivered by the Village. These records shall be the basis of charges to the Village for Recyclables Processing and Marketing Services.
- 11) Provide sufficient and reliable equipment, including all compaction, rolling stock and backup equipment for efficiently receiving, handling, loading, processing of Recyclables, baling and storable of recovered recyclables and segregation of residuals and Unacceptable Waste.
- 12) Any laws enacted requiring a Contractor to obtain a County License or Permit to conduct business in Nassau County or related to the processing, hauling or marketing of Recyclables must be complied with at the Contractor's cost.
- 13) All Contractor transfer tractors, roll-off trucks, and trailers must be fully permitted and appropriate documentation made available to the Village. The Contractor must

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provide full documentation of any overweight vehicle permits (if applicable) and is solely responsible to ensure that its vehicles or its subcontractor vehicles comply fully with all New York State Department of Transportation (“NYSDOT”) over the road vehicle licensing, permit, and operational requirements, including total vehicle weight. Any resultant fines for failure to comply with traffic laws and regulations shall be the responsibility of the Contractor.

- 14) All tolls and transportation costs shall be paid for by the Contractor.
- 15) The Contractor shall notify the Village, in a timely manner and in writing, of any claims of damages to its equipment or Facilities by Village staff or Village contractors.

2.3.3 Services at Contractor Supplied Designated or Backup Recycling Facilities

Contractors shall provide for Hauling (if applicable) and Recyclables Processing and Marketing Services (including all labor, material, and equipment) for all Village Recyclables. The Contractor shall provide documentation of the ability to secure permitted Recycling Facility capacity sufficient to process and market of all Recyclables from the Village. Information on the proposed Designated Recycling Facility, and Backup Recycling Facility, and a capacity commitment shall be provided on Technical Proposal Form 1. If neither the Designated Recycling Facility, the Backup Recycling Facility(s), is owned by the Contractor, appropriate documentation must be provided to verify contractual agreements and available disposal capacity for the entire proposed contract period. Contractors who do not provide the required recyclables processing capacity will not be qualified by the Villages for consideration of their Proposal.

The Designated Recycling Facility shall conform to the definition of same, as stated in the FRFP, and be able to accept all Recyclables delivered by the Village.

If the agreement with the licensed and permitted Designated Recyclables Facility owner/operator is by means of a subcontract to the Contractor, it shall provide for the assignment of the Contractor's rights thereto to the Village in the event the Village exercises its rights to stop work or terminate its Agreement with the Contractor. The Contractor is required to provide price information for the Designated and Backup Recycling Facilities to the Village upon submission

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of the Proposal.

At any time during the Term, if the Designated Recycling Facility is unable to accept Recyclables, the Contractor shall provide a Backup Recycling Facility capable of providing equivalent services at no additional cost to the Village (including any and all additional transportation costs for Recyclables from the Designated Recycling Facility to the Backup Recycling Facility).

2.3.4 Inspection of Contractor Proposed Recycling Facilities

The Village reserves the right to inspect all Contractor's Designated and Backup Recycling Facilities and equipment as part of its Proposal evaluation, including Contractor equipment, and offices. The successful Contractor shall fully cooperate with all informational requests. The successful Contractor may be requested to provide any or all of the following for the Facilities:

- Designated/Backup Recycling Facility design reports and drawings.
- Inspection reports by regulatory agencies.

Additionally, the Contractor shall be required to provide copies of permits and/or certifications of sufficient available disposal capacity for the Designated and Backup Recycling Facilities.

Throughout the term of the Agreement, the Village may, on a regularly scheduled basis, inspect operations at the Designated Recycling Facility or Backup Recycling Facility, review permits and operating plans, and conduct any other investigations as may be required to monitor the Contractor's compliance with the Agreement. A protocol for such inspections shall be developed and contained within the Agreement. The Contractor shall pay the Village's cost, including its employees and/or independent engineer's cost for transportation, lodging, meals, and other expenses for any inspections.

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2.4 Service Fee

Commencing on the date of initiation of service, the Village will pay the Contractor(s) a Service Fee based on services performed under Mandatory Proposal Option 1 or Option 2 and Mandatory Proposal 3, provision of a compactor for corrugated containers and associated pick up, processing and marketing services. The Service Fee shall include, but is not limited to, equipment fees, hauling fees, tipping fees, Village off-sets credits, pass through costs, revenue sharing, and all other fee adjustments (see Appendix C for further details). In all cases, payment will be on a dollar per ton basis, based on tons of Recyclables processed. The tonnages shall be based upon a certified Weigh Scale System as the Contractor's Designated Recycling Facility or Backup Recycling Facility. No additional fees shall be charged based upon quantities of Unacceptable Wastes or Recycling Facility process residuals. No additional fees shall be charged based upon conditions in either the commodity markets or in beneficial use arrangements for recyclable materials. The Service Fee will be invoiced on the last calendar day of each month for service rendered during the previous month, due, and becomes payable within thirty (30) days. Except for additional fees for operating the Designated Recycling Facility beyond normal hours or days (if requested by the Village), this Service Fee is the Village's sole payment obligation to the Contractor for Contract Services.

2.5 Village Holidays

The Contractor will be provided with a list of Village holidays. Deliveries by the Village and pick up of compacted corrugated containers will be made on the listed holidays unless the Village advises otherwise. If the Village requests that the Designated Recycling Facility remains open on a Village holiday, there will be no additional cost. Other holidays recognized by the Contractor, or their employees will not be recognized by the Village, and the Contractor must perform Contract Services on these days. The Village will not pay the Contractor any additional fee for work by the Contractor on Holidays not recognized by the Village.

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The Village will be notified of Contractor holiday schedule in advance. The Village will work around the holiday schedule if the Village are the haulers. If dumpster pickup is utilized, then extra dumpsters may be required prior to a holiday to cover collections that may be affected.

2.6 Additional Services

During the Term, the Village may request that the Contractor provide additional services to the Village, which are similar to the Contract Services. The Village and the Contractor shall mutually agree as to the terms and conditions relating to the Contractor providing such additional services prior to the commencement of such services. The Agreement shall be amended by the parties, as necessary, to provide for such additional services. The Village shall be under no obligation to have the Contractor provide any such additional services, and such services may be provided by the Village or a third party.

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3.0 CONTRACTORS' QUALIFICATIONS

This section describes the required information regarding the experience and qualifications of the Contractor, including joint ventures that must be set forth in Proposals submitted to the Village. Failure to submit the required information may result in a Contractor's disqualification from further consideration. Any knowingly false statement shall be grounds for deeming the Proposal non-responsive and terminating any negotiations, in addition to any right or remedy to which the Village may be entitled or any criminal penalty to which the violator may be liable. The Village may refuse to consider any proposer that the Village concludes lacks good character, honesty, or integrity.

3.1 Experience

Contractors must submit in their Proposals the information requested herein in order to permit the Village to assess the qualifications of the Contractor and/or key personnel, which would be dedicated to carrying out the Contractor's obligations under the Agreement (see Appendix C).

3.1.1 Recyclables Processing and Marketing (Mandatory Proposal Options 1 and 2 and Mandatory Proposal 3)

(a) List all and describe a maximum of five (5) contracts for Designated Recycling Facility services within the last five (5) years. Include the following information regarding each contract:

- Name of client (or owner).
- Location of Facility.
- Start and completion dates of contract.
- Approximate value of contract (total fees per year).
- Whether any contract was terminated prior to the end of the contract period and why.

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- Type and quantities of recyclables.
- Regulatory agency contact.

(b) Provide the name, title, address, and telephone number of one (1) reference for each of the contracts listed in item (1) above.

(c) Proposals reflecting experience in operating fewer than three (3) Recycling Facilities or less than five (5) years of operation experience may not be further considered by the Village.

(d) Contractors whose contracts were terminated prior to the end of the term for operational, environmental, or other cause may not be further considered by the Village.

3.2 Contractor's Equipment (Mandatory Proposal Options 1 and 2 and Mandatory Proposal 3)

Contractors must submit with their Proposals an inventory and description of Contractor Equipment which shall be dedicated to the fulfillment of Contract Services (Technical Proposal Forms 1 or 2, as applicable). Contractors are reminded that the Contractor is required to provide all Contractor Equipment needed for operations under the Mandatory Proposals. The description of equipment to be provided shall include intended purpose, year first put into service, and mileage for rolling stock. Also describe any additional equipment and rolling stock that will be purchased or leased and available for the Contract Services.

3.3 Key Personnel Staffing Charts and Organization

Contractors must submit resumes of management, supervisory, and maintenance personnel to be assigned to the Contract Service. Resumes are to be formatted, as illustrated in Section 3.3.1. Organization charts for the Designated Recycling Facility are to be included in the Proposal to identify the functions of the key personnel. Contractors must list total manpower level and job classifications for the Designated Recycling Facility listed above.

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3.3.1 Resume Format

Personnel resumes are not to exceed two typed 8½" x 11" pages, double-spaced. The required format is:

- Name.
- Title of proposed position.
- Description of responsibilities.
- Relevant experience.
- Education.
- Certificates, licenses, etc.
- Employment history.

3.4 Contractor

Contractors shall identify, on Business Proposal Form 4, all Participating Firms, including Subcontractors (as defined in Business Proposal Form 4) involved in providing the Contract Services and on Business Proposal Form 5 certain information relating to each Participating Firm.

The proposed contractual relationships between the Contractor and each Participating Firm shall be outlined in this section. Contractors shall describe the history of the relationships among the team members, including a description of past working relationships. The qualifications of each subcontractor shall be summarized.

The history, ownership, organization, and background of the Contractor shall be provided. If the Proposer is a joint venture, the required information shall be submitted for each member of the joint venture firms.

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3.4.1 Financial Information

The Contractor and all other Participating Firms shall provide the financial information referenced herein, as applicable:

1. Audited financial reports for the last three (3) years (Income Statement, Balance Sheet, and Statement of Changes in Financial Position). Financial reports shall be provided by an independent Certified Public Accountant.
2. Most recent Securities and Exchange Commission Forms 10-K, and the 10-Qs subsequent to the most recent financial report submitted, if applicable.
 - i. If the Contractor is not a public company, it shall provide independently audited financial statements and may request that the information be treated confidentially by the Village. If the Contractor has been in existence less than three (3) years, the information shall be provided for the period of its existence.
3. Copy of the latest prospectus and Official Statement for company's latest securities offering and/or project financing utilizing tax-exempt debt, if applicable.
4. Evidence of the ability of the Contractor to meet the funding needs of this project.
5. Evidence of the ability to provide the performance bond set forth in Section 5.5.
6. Evidence that demonstrates the ability to obtain the required insurance set forth in Appendix B.
7. Description of any material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business and any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, or divestitures within the past five (5) years. In addition, provide a clear and definitive statement of the number of years in the business of providing similar contract operations and any predecessor organization, and of whether or not the Contractor or any predecessor organization has declared bankruptcy within the last five (5) years.

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8. Description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Proposer's financial position or ability to provide services to the Village. This information will be reviewed and assessed in accordance with the information provided by the Contractor.
9. All credit reports, credit bulletins, and any other published statements by the most recognized rating agencies (Standard and Poor's Rating Services, Moody's Investor Services, Dunn and Bradstreet, Fitch and Value Line) that have been issued or published within the past five (5) years, if available.
10. The name, contact person, telephone number, e-mail, and fax number of at least two (2) references from bank or institutional lenders which have extended credit in the past five (5) years; or if the Contractor has not applied for credit in the past five (5) years, the name, contact person, telephone number, e-mail, and fax number of at least two (2) references from banks with which the Contractor conducts business.
11. The name, contact person, telephone number, e-mail, and fax number of at least two (2) references from suppliers/subcontractors.
12. Any additional information, which the Contractor believes, is appropriate to fully reflect the financial strength of the Contractor.

Failure to provide any of the above information may be sufficient cause for rejection of the Proposal at the sole discretion of the Village.

All information shall be provided in the English language. If the audited financial statements of the subcontractor are not in the English language, then a certified English translation shall be provided (including numeric conversion of amounts into U.S. dollars).

Under a joint venture or other partnership arrangement, all of the above information shall be provided for all parties to the arrangement whose whole proportionate share of the fees constituting the total amount of fees to be paid to the Contractor by the Village is fifteen (15) percent or more. The Contractor shall provide binding letters from each party in the joint venture or other partnership arrangement stating its role and its willingness to meet the requirements of this FRFP and any contract that will be executed. The partners shall be jointly and severally liable to meet the Contractor's obligations.

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3.5 Regulatory Experience and Compliance

The Proposal shall describe the Contractor's experience and effectiveness in dealing with governmental agencies regulating solid waste facilities and transfer operations. This description should highlight experience working with environmental regulatory agencies, especially the NYSDEC, NYSDOT, and the USEPA.

The Proposal shall describe the Contractor's experience and record of compliances with permits, licenses, approvals, and other regulatory actions applicable to the performance of solid waste management services. The Proposal shall identify any major incidents of non-compliance. A description of corrective action taken for such incidents, the present status of compliance, and whether regulatory agency sanctions were imposed shall be included.

The Contractor shall disclose any litigation, pending or complete, that relates directly to its provision of the Recyclables Processing and Marketing Services, as applicable.

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4.0 INSTRUCTIONS FOR PREPARING TECHNICAL AND PRICE PROPOSALS

This section contains instructions regarding the required content and organization of the Contractors' Technical and Price Proposals. All Contractors must respond to the complete Scope of Work for the Mandatory Proposals. Responses that do not clearly address the full range of services required under the Scope of Work may be rejected as non-responsive. The Village reserves the right to add or delete specific items from the final award or to negotiate modifications to specific items prior to such award.

Proposals shall be organized and formatted, as described in this Section 4.0 and in Section 5.6 of this FRFP.

All Business, Price, and Technical Proposal Forms shall be filled out and submitted to accompany the narrative Proposals in accordance with Section 5.6 of the FRFP.

All technical and price Proposals shall be valid for 180 calendar days following the Proposal submission date or until a final contract is signed, whichever is later.

4.1 Recyclables Processing and Marketing Services

Contractors submitting Proposals shall describe how they will meet the scope of Contract Services specified in Section 2.3 of the FRFP, addressing each of the applicable items in the same order as they are stated in those sections. Items that are not applicable shall be marked "Not Applicable." All Technical Proposals Forms contained in the FRFP must be completed and accompany the description of services. All of the Proposal Forms to be filled out and submitted by Contractors are contained in Appendix C of the FRFP.

The Proposal shall also include a description of the additional recyclable items that the Contractor is able to accept for processing and marketing, as well as any conditions for their acceptance by the Contractor, such as quality or quantity.

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4.2 Service Fee

Contractors must complete the applicable Service Fee Price Proposal Forms (either Mandatory Proposal Option 1 or Option 2 or both and Mandatory Proposal 3) in their entirety. Price Proposal Forms 1 and 2 must state whether the proposed fee would be affected by the addition of the Proposer's recyclable items to the Village's deliveries.

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5.0 INSTRUCTIONS FOR BUSINESS PROPOSAL AND PROPOSAL DOCUMENT FORMAT

The Business Proposal content and the overall format of the Proposal document are, as described below.

5.1 Proposal Cover Letter

The Proposal cover letter is the Contractor's official letter transmitting the complete Proposal to the Village. The required format is presented on Business Proposal Form 1. This letter is to be typed on the Contractor's letterhead and is to be signed by an officer of the Contractor who is empowered to sign such material and to commit the Contractor to the obligations contained in the Proposal. If the Contractor is a joint venture, the CEO of all Participating Firms are to sign the letter.

The letter is to be written in text form and is not to exceed three (3) pages, typed, and double-spaced. Since the Proposal cover letter introduces the firm to the Village, it should clearly and concisely summarize the Proposal.

5.2 Contractor's Qualifications

Contractors are to submit all information requested in Section 3.0 of the FRFP concerning qualifications to perform the work.

5.3 Legal Compliance

The Contractor will be expected to be familiar with and to comply with all requirements of Applicable Law, including, but not limited to, labor laws, rules, regulations, ordinances, and executive orders, whether Federal, State, or local, including without limitation, requirements as to minimum wage, hours, worker's compensation, and equal opportunity.

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5.4 Bid Bond

Contractors must enclose a Bid Bond or a certified check payable to the Incorporated Village of Garden City in the amount of five (5) percent of the first year's estimated recyclables processing and marketing fee based upon the dollar per ton fee stated on Price Proposal Form 1 and the tonnage of 1,500 tons, plus evidence satisfactory to the Village that the Contractor will be able to obtain a Performance Bond. Contractors must complete Business Proposal Form 2. All such Proposal Bonds, except those of the Contractor selected for final negotiations, will be returned as soon as practicable after Contractor selection.

5.5 Security for Performance

5.5.1 Performance and Payment Bond

As of the effective date of the Agreement (see Appendix B) and throughout the term of the Agreement, the Contractors shall provide and maintain an operations Performance and Payment Bond for the Contract Services for the Village that enters into an Agreement equal to one (1) year of the annualized Service Fee for the Village based upon Price Proposal Form 1. The applicable Performance and Payment Bond shall be provided to the Village prior to the Commencement Date. Each subsequent Bond shall be provided to the Village no later than thirty (30) days prior to the expiration of the then current Bond at the defined value of that year's Contract Services. The failure by the Contractor to provide such Bond by such date shall constitute an immediate event of default. The Performance and Payment Bond underwriter or surety must appear on the United States Treasury's listing of approved sureties (Department Circular 570) and all sureties must be licensed to transact business in New York as a surety company and shall be approved by the Village. The expenses of meeting and maintaining this Bond requirement are the sole responsibility of the Contractor.

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The Contractor shall provide a letter from a surety evidencing its ability to obtain a Performance and Payment Bond in the amount required herein. Refer to Business Proposal Form 2.

5.6 Arrangement of Proposal Content

Contractors are required to submit with their Proposals all the information, documentation, and forms requested in the FRFP.

The Proposal Cover Letter and Business, Price, and Technical Proposals for the comprehensive scope of services are to be organized as follows:

1. Cover Letter and Proposal Bond.
2. Technical and Price Proposals.
 - 2.1 Scope of Services Description.
 - 2.2 Technical Proposal Form1.
 - 2.3 Price Proposal Forms 1, 2, and 3.
3. Business Proposal.
 - 3.1 Contractor's Qualifications.
 - 3.2 Business Proposal Forms 1, 2, 3, 4, 5, 6, and 7.

The Price and Technical Proposals shall address all of the items indicated in the FRFP.

Each of the Proposal Sections 2.0 and 3.0 shall contain all Business, Price, and Technical Proposal Forms filled out completely. All Proposal Forms are contained in Appendix C.

**Incorporated Village of Garden City
Draft Request For Proposals
For Municipal Recyclables Processing and Marketing Services**

5.7 Non-Collusion and Disclosure

The Contractor shall sign Certificates of Non-Collusion and Disclosure, as set forth in Business Proposal Forms 6 and 7.

5.8 Indemnification

If the Contractor is selected, the Contractor agrees to indemnify and hold free and harmless the Village, its officials, employees, agents, and consultants from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from the ensuing agreement or which are incidental to or are in any way connected with its Proposal.

The indemnification provided herein shall obligate the Contractor to defend at the Contractor's own expense or to provide for any defense (as determined by the Village), for any and all claims of liability and all suits, actions, or claims that may be incurred by the Village, in consequence of actions or inactions relating to its Proposal. By submitting a Proposal, the Contractor agrees to comply with the foregoing provisions of indemnity.

5.9 Insurance

The Contractor shall be responsible for obtaining Insurance Coverage, as set forth in Appendix B.

**Incorporated Village of Garden City
Draft Request For Proposals
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6.0 PROPOSAL EVALUATION

This section describes the Village's Proposal evaluation process and the criteria for the evaluation of the Proposals. The Village's representatives and consultants will determine the Proposal's degree of completeness and responsiveness to the FRFP. They will review and evaluate Proposals; meet to discuss the various aspects of the Proposals and develop a short list of Contractors with whom the Village will conduct contract negotiations.

The Village will evaluate the technical aspects and economic impacts of each Proposal and the Contractor's demonstrated ability and willingness to perform the Contract Services set forth in the FRFP. Each section of each Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the practicality and reliability of the approach taken and conformance with the requirements, and the instruction provided in the FRFP. The Contractor selection will not be determined solely on the basis of lowest cost, although cost will be a factor in the evaluation process. The Village will evaluate proposed fees based on a range of 1,200 to 1,500 tons of Recyclables per year.

6.1 Business and Technical Evaluation

After determining the overall completeness and responsiveness of the Proposals, the Village will conduct a technical evaluation of responsive Proposals based on the following criteria:

- A. Qualifications and Relevant Experience.
- B. Viability of Proposed Services and Operations.
- C. Project Organization.
- D. Ability to Comply with Environmental Regulations.
- E. Contractor's Financial Capability.

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F. Proposed Agreement.

The following is a description of the factors to be considered for each technical evaluation criterion listed above. It is incumbent upon the Contractor to address all of these factors, as applicable.

A. Qualifications and Relevant Experience

The Village requires that prospective Contractors have qualifications and previous experience in similar projects and services (see Section 3.0). The adequacy of staffing and the training/experience of key management and technical personnel will be evaluated based on review of resumes submitted by the Contractor. The Contractor's qualifications and experience will also be evaluated on the basis of the information provided in the Proposal on "reference facilities" (see Section 3.0).

B. Viability of Proposed Services and Operations

The technical viability of the operation and maintenance elements of the Proposal will be evaluated. The plans required to be submitted, pursuant to Section 4.0 will be evaluated to determine their reliability, operability, and flexibility.

C. Project Organization

The Village will evaluate the appropriateness, adequacy, and flexibility of the Contractor's organizational structure for managing the project and will also determine whether the Proposal demonstrates the Contractor's ability to: Procure necessary equipment and start operations by the dates shown in the Project Schedule in Section 1.9.

D. Ability to Comply with Environmental Regulations

Contractors must demonstrate knowledge of, and intent to comply with, Federal, State, and local environmental laws, regulations, and standards that are applicable to the operation, maintenance, and hauling and disposal activities associated with the Facilities. The Contractor will be responsible for complying with conditions set forth in any permit, registration, or approval issued by Federal, State, or local jurisdictions.

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E. Financial Capabilities

The financial soundness of the Contractor or any Participating Firm, as applicable, will be an important criterion in the evaluation process. The Village requires that Contractors demonstrate the ability to secure or provide the necessary financial resources to provide the Disposal Services.

F. Agreement

The evaluation will also be based on the degree to which the Contractor accepts the risk posture and general business deal set forth in the FRFP, inclusive of the appropriate Proposal Forms, as well as, the Village's insurance and indemnity provisions, and any proposed provisions offered by the Contractor concerning uncontrollable circumstances, or limitations on contractual liability, damages, defaults and remedies, and indemnities. This sub-criterion will also be used to assess the degree of risk, which the Contractor is judged to be assuming under the terms of the Proposal, recognizing that excessive risk assumption by the Contractor may produce unreasonable risk to the Village in terms of non-performance, delay, and litigation. Factors will include the achievability, durability, and reliability of the proposed approach services or approach and commitment to maintenance, repair, and replacement.

6.2 Cost Evaluation

The Village will evaluate proposed fees based on 1,500 tons of Recyclables per year. The proposed fees and, under Mandatory Proposal Option 1, the cost for the Village to haul Recyclables to the Contractor's site and other relevant cost factors, will be used to prepare cost analyses for the term of the Agreement in which the total cost per year to each Village will be estimated.

6.3 Requests For Clarification

The Village may, at their sole discretion, conduct discussions with Contractors to clarify any information submitted in the Proposal or assure that the Contractors fully understood and responded to the requirements of the FRFP.

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Once Proposals have been reviewed, the Village may request that the Contractor submit additional information or clarify certain aspects of the Proposal. Such requests from the Village will be made via written Requests For Clarifications (“RFCs”). Timely responses to the RFCs from the Contractor will be required before the Village can continue to evaluate the Proposal.

6.4 Contractor Interviews

After responsive Proposals have been evaluated according to the process described above, the Village may interview those firms who submitted the top-rated Proposal(s). Following the interviews, the Village may select the Contractor(s) with whom to conduct contract negotiations.

APPENDIX A
INCORPORATED VILLAGE OF GARDEN CITY
EXISTING RECYCLABLES COLLECTION SERVICES

RECYCLABLES

Population	22,499
Days	Mon – Fri.
Hours (Start/End)	7:00 a.m. – Task
Who Collects	Sanitation Department
Annual Tonnage Collected	2021: 1,703 tons; 2022: 1,586 tons
Type of Trucks Used and Size of Trucks	Freightliner – 20 cubic yard bodies
Processing Location	Omni Westbury, Inc.
Disposal Location	Not disposed
Who Hauls to Disposal Location	Sanitation trucks
Current Waiting Time for Trucks at Recycling Facility	20-40 minutes; peak 60 minutes
Side/Back Yard Collection or Curbside Set Out	Curbside collection
Annual Collection Budget	Taxes
Funding: Taxes or Other	
Materials Collected	Commingled Paper – Newspaper; Magazines; Phone Books Commingled Containers- Glass Bottles and Jars; Aluminum and Metal Containers; Plastics #1 and #2.

BULK WASTE

Population	22,499
Days (Same as Trash)	5
Hours (Start/End)	7:00 a.m. – Task
Tonnage Collected – Annual	Included in Trash Tonnage
Who Collects	Sanitation Department
Type of Trucks Used and the Size of Trucks	International – Leach 20 cubic yard bodies
Disposal Method	Covanta - Garden City
Disposal Location	Covanta - Garden City
Who Hauls to Disposal Location	Sanitation Department
Annual Budget	Sanitation Budget
Tonnage Collected Other Waste and Type	
Funding Taxes or Other	Taxes

APPLIANCES AND METAL

Population	22,499
Days	5
Hours (Start/End)	After recycling buckets finished, usually 2 hours per day
Who Collects	Recycling workers
Disposal Location: If a Scrap Dealer is Used, Who is it	Department of Public Works yard into dumpsters owned by private hauling company
Type of Trucks Used and the Size of Trucks	International open hauling truck with lift gate
Tonnage Collected – Annual	Included in Trash Tonnage
Disposal Method: Is Material Recycled	Yes
Who Hauls to Disposal/ Recycling Location	Private Hauling Company
Side/Back Yard Collection or Curbside Set Out	Curbside
Annual Budget	Part of recycling budget
Funding Taxes or Other	Taxes
Refrigerant Removal Responsibility	Private Hauling Company

APPENDIX B
INCORPORATED VILLAGE OF GARDEN CITY
TERMS AND CONDITIONS

APPENDIX B

TERMS AND CONDITIONS BETWEEN OWNER AND VENDOR FOR PROFESSIONAL SERVICES RELATED TO THE

MUNICIPAL RECYCLABLES PROCESSING AND MARKETING RFP

These are the terms and conditions between The Village of Garden City (“Owner”) and _____ (“Vendor”). Owner's Project, of which the Vendor's services under this Agreement are a part, is generally identified as Municipal Recyclables Processing and Marketing RFP. The Vendor's services under this Agreement (Services) are generally identified as to provide professional engineering services related to Municipal Recyclables Processing and Marketing RFP.

Owner and the Vendor further agree as follows:

1.01 Services of the Vendor

A. The Vendor shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by the Vendor. The scope of work is for the Vendor to provide analysis and deliverables, outlined in the RFP, required for the Municipal Recyclables Processing and Marketing RFP.

2.01 Owner's Responsibilities

A. Owner shall provide the Vendor with existing Project-related information and data in Owner's possession and needed by the Vendor for performance of the Vendor's Services. Owner will advise the Vendor of Project-related information and data known to Owner in the Owner's possession.

3.01 Schedule for Rendering Services

A. The Vendor shall complete its Services within a reasonable period of time.

B. Project Delays: The Vendor expressly acknowledges that delays in completion of the Project may result in damages to the Village. In the event the Project is delayed because of a design or engineering error caused by the Vendor, or any officer, agent or employee thereof, the Owner may charge the Vendor the actual cost of the delay damages until (1) the Project is back on schedule; or (2) a revised schedule is set for completion of the Project. The Vendor shall pay the Owner for such charges.

C. If Owner authorizes changes in scope, extent, or character of the Project or the Vendor's services, then the time for completion of the Vendor's services, will be adjusted equitably.

D. If the Vendor fails, for reasons within control of the Vendor, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages to the extent, if any, resulting from such failure by the Vendor.

4.01 Invoices and Payments

A. Invoices: The Vendor shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner. Invoices will be due and payable within 30 days of receipt. The Vendor shall be compensated on a monthly basis, by no later than the 20th of each month, for all services performed or completed during the preceding month. At the end of each month, the Vendor shall submit a written invoice to the Village detailing all services performed or completed during the preceding month, providing a breakdown of the specific tasks performed, the time allocated to each task and the charges and/or fees associated therewith.

B. Payment: As compensation for the Vendor providing or furnishing Services, Owner shall pay the Vendor as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise the Vendor in writing of the specific basis for doing so.

C. Basis of Payment

1. The Service Fee shall include, but is not limited to, equipment fees, hauling fees, tipping fees, Village off-sets credits, pass through costs, revenue sharing, and all other fee adjustments (see Appendix C for further details). In all cases, payment will be on a dollar per ton basis, based on tons of Recyclables processed. The tonnages shall be based upon a certified Weigh Scale System as the Contractor's Designated Recycling Facility or Backup Recycling Facility. No additional fees shall be charged based upon quantities of Unacceptable Wastes or Recycling Facility process residuals. No additional fees shall be charged based upon conditions in either the commodity markets or in beneficial use arrangements for recyclable materials. The Service Fee will be invoiced on the last calendar day of each month for service rendered during the previous month, due, and becomes payable within thirty (30) days. Except for additional fees for operating the Designated Recycling Facility beyond normal hours or days (if requested by the Village), this Service Fee is the Village's sole payment obligation to the Contractor for Contract Services.

5.01 Termination

A. Termination for Cause

1. The Owner may terminate the Agreement without cause at any time and for any reason upon written notice to the Vendor.

6.01 General Considerations

A. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of the Vendor's services. The Vendor shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

B. The Vendor's opinions of probable construction cost (if any) are to be made on the basis of the Vendor's experience, qualifications, and general familiarity with the construction industry.

C. The Vendor shall be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Vendor.

D. Ownership of Deliverables, Intellectual Property. Any and all plans, maps, surveys, specifications, work product or other deliverables prepared for the Owner by the Vendor shall be the property of the Owner upon payment in full for all services rendered by the Vendor as of the date of delivery. Any modifications to such items, or use of such items for a purpose other than that for which they were specifically created, by anyone other than the Vendor are performed at the Owner's risk. To the extent the Vendor may claim intellectual property rights with respect to all or any portion of the work products or deliverables prepared for the Owner, the Vendor hereby grants the Owner a non-revocable license to possess and use such property for the Owner's purposes. All documents prepared or furnished by the Vendor are instruments of service, and the Vendor retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Vendor grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by the Vendor of full payment due and owing for all Services relating to preparation of the deliverable documents, and subject to the following limitations:

E. Owner and the Vendor agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

F. This Agreement is to be governed by the laws of New York State.

7.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and the Vendor are hereby bound and the successors, executors, administrators, and legal representatives of Owner and the Vendor (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and the Vendor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. The Agreement is binding upon any permitted successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights and/or responsibilities hereunder in whole or in part without the written consent of the other party hereto, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void and unenforceable.

8.01 Dispute Resolution

A. Owner and the Vendor shall resolve all disputes in the following manner:

1. Owner and the Vendor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice.

2. If the parties fail to resolve a Dispute through negotiations under Paragraph 9.01.A.1, then the parties may exercise their rights at law. Any legal action may only be brought in a court of competent jurisdiction in Nassau County, New York.

9.01 Indemnification

A. Indemnification by the Vendor: To the fullest extent permitted by Laws and Regulations, the Vendor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project.

10.01 Insurance

A. Prior to the Contract Date and throughout the term of the Agreement, the Contractor will obtain, pay for, and maintain, independent of any insurance the Contractor may possess for other facilities, the insurance coverage listed below.

- 1) For liability for bodily injury, including accidental death, \$1,000,000 for any one person and, subject to the same limit for each person, \$2,000,000 on account of one accident.
- 2) For liability for property damage, \$1,000,000 on account of any one accident and \$2,000,000 on account of all accidents.
 - a) Worker's compensation insurance and disability benefits liability insurance required by New York State law covering all of the employees of the Contractor at the Facility.
 - b) Employer's liability insurance required by New York State law covering all the employees of the Contractor at the Village's Facility and the Contractor's Facility with limits of not less than five million dollars (\$1,000,000).
 - c) Commercial general liability and property damage insurance with contractual liability and products completed operations coverage, with combined single limit for bodily injury as stated in (1) above, and for property damage with limits as stated in (2) above.
 - d) Commercial Comprehensive automobile liability insurance endorsed for any auto with limits of one million dollars (\$1,000,000) combined single limit.
 - e) Excess liability insurance above the required comprehensive general, automobile, and employer's liability insurance in the amount of five million dollars (\$5,000,000).
 - f) Pollution legal liability with a minimum limit or five million dollars (\$5,000,000).

g) Waste Hauler Coverage: Minimum policy limit per occurrence of \$5,000,000 for bodily injury and \$5,000,000 for property damage, with a minimum of \$5,000,000 for all occurrences in the aggregate, applicable to all transfer or transportation services under the Agreement which require permits pursuant to 6 NYCRR Part 364 (or analogous permits from any other relevant jurisdictions), and to any loading or unloading services attendant or incidental thereto. Package coverage can be provided in lieu of a separate GL, Auto, and Pollution policy.

B. Additional Insureds and Named Insureds. The Contractor will name the Incorporated Village of Garden City and its officers, agents, employees, the Village's Engineer, and consultants as the Certificate Holder and as Additional Named Insureds on a Primary and Non-Contributory basis and should indicate so on the Insurance Certificate. The Waiver of Subrogation shall be granted in the favor of "The Incorporated Village of Garden City".

C. Insurance Certificates and Policies. Insurance and any renewals thereof, will be evidenced by certificates of insurance (the "Certificates") and copies of all insurance policies issued or countersigned by a duly authorized representative of the issuer and delivered to the Incorporated Village of Garden City in the form of a Policy Endorsement thirty (30) days prior to the Acceptance Date or, in the case of a renewal, as reasonably provided by the insurer. The Certificates will require thirty (30) days written notice to the Village of cancellation, intent not to renew, or reduction in its coverage by the insurance company.

D. Non-Recourse Provision. All insurance policies will provide that the insurers will have no recourse against the Additional Insureds for payment of any premium or assessment and will contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required pursuant to the Agreement will be the primary source of any restitution or other recovery for any injuries to, or death of persons, or loss or damage to property incurred as a result of an action or inaction of the Contractor or its Subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Village.

E. Deductibles. All deductibles applicable to the Contractor Insurance coverage will be agreed upon by the Contractor and the Village if different from those shown in paragraph 1 above and payment of the deductibles will be by the Contractor.

F. All policies purchased and pursuant to this Contract shall be written by an insurance company licensed to do business in New York with an AM Best Rating of A-VII or better.

G. Subcontractors. If VENDOR retains or hires any subcontractors in the course of its performance under the Contract, the requirements of this paragraph shall be binding and transferable to each subcontractor so retained or hired, unless the Village authorizes an exception prior to said subcontractor performing work for the Village.

H. Specific Provisions for Comprehensive General Liability Insurance. Comprehensive General Liability insurance, as required under paragraph 1(c), will include premises- operations, blanket contractual, products and completed operations, personal injury, host liquor liability, explosion, collapse, underground hazards, broad form property damage,

including completed operations, and independent contractor's coverages.

I. Specific Provisions for Worker's Compensation Coverage. Worker's Compensation insurance must be in accordance with the requirements of New York law, as amended from time to time. The required worker's compensation insurance will include other state's coverage, voluntary compensation coverage, and federal longshoreman and harbor worker's coverage.

J. Qualifications of Insurers. The Contractor is required to obtain the insurance set forth in this Agreement with insurance companies that carry a Best's "A - VII" or equivalent rating. In addition, insurance must be obtained and maintained with insurers authorized to do business in the State of New York and having agents upon whom service of process may be made in the County of Nassau, New York.

K. Cost of Insurance. If the Village chooses to arrange for the insurance outlined herein, the Village may elect to obtain such insurance, provided that:

- a) Written notice is received by the Contractor at least ninety (90) days prior to the contract year during which the Village will assume this responsibility or ninety (90) days prior to the expiration date of the insurance placed by the Contractor.
- b) The Village may at any time during the term of the Agreement, upon ninety (90) days written notice prior to any Contract Year, require the Contractor to assume the responsibility to obtain the Required Operating Period Insurance.
- c) The Village pay any cancellation penalty (or short rate) arising out of canceling the insurance coverage provided by the Contractor provided coverage required in this Final Request For Proposals ("FRFP"), prior to its expiration date.
- d) The Contractor reduces its Base Fee in proportion to the costs of the insurance the Contractor has been providing to the Village.

L. All policies above shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better. "The Incorporated Village of Garden City" shall be named as an Additional Insured on all policies except the Vendor's Professional Liability Insurance. Additionally, all policies, except the Vendor's Professional Liability Coverage, shall be written on an Occurrence-based form. The Village, as Additional Insured, shall be entitled to 30 days written notice of cancellation or renewal of any policy. All policies shall be written on a primary, non-contributory basis and include waiver of subrogation coverage in favor of The Village. The Vendor shall provide the Village with certificates of insurance and copies of all policies upon demand. If the Vendor retains or hires any subcontractors in the course of its performance under the Contract, the requirements of this paragraph shall be binding and transferrable to each subcontractor so retained or hired, unless the Village authorizes an exception prior to said subcontractor performing work for the Village.

11.01 Confidentiality

A. The Vendor acknowledges that, in the course of performing services under this Contract, it (or its officers or employees) may come into possession of "confidential information" (i.e.

information in whatever form that is not obliged by applicable law and/or regulation to be made available to the public by the Village; or if obliged to be made available to the public by the Village, available through specific processes of law and/or regulation). The Vendor agrees not to disclose any such confidential information to any person at any time following the expiration or termination of this Contract until/unless such information ceases to be confidential and is available to the public under applicable process of law. The Vendor acknowledges that the foregoing obligations are in addition to (and not in limitation of) any obligations under law to maintain the confidentiality of governmental information, the Vendor further acknowledges that it may be liable for actual, direct damages suffered by the Village as a result of any unauthorized disclosure by it or any officer or employee thereof.

12.01 Independent Contractor

A. The Vendor hereby acknowledges and agrees that its performance pursuant to the Contract shall be that of an independent contractor. The Vendor shall not represent itself as a Village employee to any third party, nor shall the Vendor make any claim of any sort to the Village, or to any other person or entity, for benefits or privileges granted to the Village's employees, including but not limited to Unemployment and Workers Compensation benefits. The Vendor further acknowledges and agrees that the Village shall not take and deduct or withhold from the Vendor's compensation for the purpose of paying any federal or state taxes or other assessments, costs, expenses or obligations which the Vendor, or its officers, agents or employees, may incur as a result of receiving compensation pursuant to this agreement.

13.01 Miscellaneous

A. Notices: Any notice, request or other communication hereunder shall be given in writing and shall be served either (i) personally, (ii) by reputable overnight delivery service or (iii) delivered by certified mail, postage prepaid, certified return receipt and addressed to the following addresses:

a. If to the Village of Garden City:
351 Stewart Avenue
Garden City, NY 11530
Attn.: Superintendent of Public Works
With a copy to:
GERARD FISHBERG
Cullen & Dykman, LLP
333 Earle Ovington Boulevard, 2nd Floor
Uniondale, New York 11553

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and the Vendor.

D. No Waiver: Modification and Waiver: The Agreement may be modified only by written agreement signed by both parties. The failure by one party to insist upon strict compliance with the

terms and conditions of the Agreement in one instance shall not be deemed a waiver of that party's right to insist upon performance at any point in the future.

14.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and the Vendor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

WHEREFORE, the parties have signed this Agreement as of the _____ day of _____, 2025.

INCORPORATED VILLAGE OF GARDEN CITY

By: _____

Name: _____

Title: _____

Date: _____

VENDOR

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C
INCORPORATED VILLAGE OF GARDEN CITY
BUSINESS, PRICE AND TECHNICAL PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1

Format Of Proposal Cover Letter

(A) Addressee and Subject

John Borroni
DPW Superintendent
Incorporated Village of Garden City
351 Stewart Avenue
Garden City, New York 11530
(516) 465-4001

Subject: Proposal for Disposal Services

Dear Mr. Borroni:

(B) Content of Letter

First Paragraph

- Name of firm (or firms if joint venture) submitting the Proposal; and
- If joint venture, names of all participating firms.

Second Paragraph

- Response to the requirement for a Proposal Bond which is enclosed; and
- Response to the requirement for a Performance Bond if an agreement is entered into with the firm(s).

Third Paragraph

- Brief description of the firm(s).
- Summarize qualification of the firm(s); and
- Commitment of the firm(s) to deliver the services required in the Request For Proposals (“RFP”) and described in the attached Proposal and at the prices quoted in the Proposal.

Fourth Paragraph

- Commitment of the firm to enter into an Agreement with the Village at the prices stated in the Proposal.
- Joint venture agreement (If joint venture).

Fifth Paragraph

- Acknowledgment of responsiveness to the RFP.

Very truly yours,
CEO of Firm

BUSINESS PROPOSAL FORM 2

Bid Bond And Consent Of Surety

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF CONTRACTOR] _____, as Principal (hereinafter the "Contractor") and [NAME OF SURETY] _____, a [Corporation], [Partnership] duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the Incorporated Village of Garden City (the "Village"), as Obligee, in the sum of _____ (\$_____) lawful money of the United States of America to be paid to the Village, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present, and

Whereas, the above-named Contractor has submitted or is about to submit to the Village a Proposal to provide operations and maintenance services, including receipt, processing and marketing of Recyclables from the Village to (1) furnish all labor, materials, supplies, and equipment, as detailed in the Request For Proposals ("RFP") for a Recyclables Processing and Marketing Services Contractor, (2) operate and maintain all equipment and the Facility, (3) as applicable, accept Recyclables for processing, preparation for marketing, marketing, , haul to market, and disposal of non-recyclable items , (4) comply with all required permits, licenses, approvals and other Applicable Law, and to provide related and ancillary services, all as defined and described in the RFP, issued by the Village and covered by the Proposal submitted by the Contractor in response thereto, which Proposal is make a part hereof.

NOW THEREFORE, the Surety hereby understands that if the above-referenced Contractor is selected by the Village as the most advantageous Contractor, then the Contractor will negotiate in good faith to enter into an Agreement based on its Proposal within the time specified in this RFP or any extension thereof agreed to in writing by the Village. If the Contractor fails to enter into good faith negotiations with the Village or one of the other Villages, the Contractor shall pay, as liquidated damages, the full amount of this Bond within thirty (30) calendar days after the Contractor and surety receive written notice of such failure from the Village, which notice shall be given with reasonable promptness, identifying this Bond and including a statement of the amount due. Upon execution of the Agreement, this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for one hundred eighty (180) days from such date of submittal (unless extended for up to an additional one hundred eighty (180) days) or until terminated, as hereinafter provided.

BUSINESS PROPOSAL FORM 2 (Continued)

Bid Bond And Consent Of Surety Contractor's Acknowledgement (If Individual)

On this _____ day of _____ 2025, before me personally came _____ to me known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same for the purpose herein mentioned.

Notary Public **(If Co-Partnership)**

On this _____ day of _____ 2025, before me personally came _____ to me known and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purpose herein mentioned.

Notary Public **(If Corporation)**

On this _____ day of _____ 2025, before me personally came _____ personally known and known to me to be the _____ of _____ the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he resides at _____ and that he is the _____ of said corporation and knows the corporate seal of the said corporation; that the seal is affixed to the within instrument in such corporate seal and that was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

BUSINESS PROPOSAL FORM 2 (Continued)

Bid Bond And Consent Of Surety Bond

**Acknowledgement By Surety Company
(Signed By One Authorized Person)**

STATE OF _____)
ss

COUNTY OF _____)

On this _____ day of _____ 2025, before me personally came _____ to me personally known and known to me to be _____ of _____ the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he resides at _____ and that he is the _____ of said corporation; that he knows the of the said corporation; that the seal is affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the said corporation has received from the Superintendent of Insurance of the State of New York a certificate of solvency, and of its sufficiency as surety or guarantor, pursuant to Section 327 of the Insurance Law of the State of New York as amended, and that such certificate had not been revoked.

Notary Public

BUSINESS PROPOSAL FORM 3

Surety Letter Of Intent Operations Performance And Payment Bond (To be typed on Surety's Letterhead)

Ralph Suozzi, Village Administrator
Incorporated Village of Garden City
351 Stewart Avenue
Garden City, NY 11530
(516) 465-4051

Dear Mr. Suozzi:

_____ (the "Contractor") has submitted herewith a Proposal in response to the Village of Garden City's (the "Village") Request For Proposals ("RFP") for Municipal Solid Waste Disposal Services. The RFP requires the Selected Contractor to enter into an agreement to provide Recyclables Processing and Marketing Services, including receipt, processing, preparation for marketing, marketing, , haul to market, and disposal of non-recyclable items from the Village at a site or sites to be provided by the Contractor, and to comply with all applicable permits, licenses, approvals and other Applicable Law, and perform the other related and ancillary responsibilities set forth in the RFP.

The Surety has reviewed the Contractor's Proposal, which will form the basis of the Service Agreement. The Surety hereby certifies that, if the Village elects to require such security, it intends to issue on behalf of the Contractor, as security for performance under the Service Agreement, an Operations Performance and Payment Bond, equal to twelve (12) months of the annualized Service Fee, for the benefit of the Village in the event the Contractor is selected for final negotiations and execution of the Service Agreement.

Name of Surety

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 4

Participating Firms

All firms that will be significant participants in providing the Contract Services (the "Participating Firms") are identified below. Such firms shall include, as applicable, (1) the new company, if any, to be formed for the sole purpose of executing and performing the Agreement; (2) the firm that will actually operate and maintain the Recycling Facility(s); (3) the firm that will provide the Hauling Services; (4) the firm that will provide the Disposal Services; (5) joint ventures including all participating firms and (6) any other significant participant.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____

Include a summary of the services and responsibilities of each Participating Firm, limited to one (1) page or less in length for each firm. For joint ventures, include joint-venture agreement.

Name of Contractor

Signature

Title

BUSINESS PROPOSAL FORM 5

Participating Firm Information

This Proposal Form shall be completed separately for each Participating Firm.

A. General Information

1. *Firm: _____
2. Address: _____
3. Telephone: _____
4. Contact Person: _____
5. Type of Organization: _____
(e.g., a corporation; joint venture; partnership; and individual)
6. If a partnership, give names of partners. If a corporation, give names of officers with the authority to sign in the name of the corporation:

NAME

ADDRESS

TITLE

7. Name of Parent Company, if any:

8. Name of Affiliate Companies, if any:

BUSINESS PROPOSAL FORM 5 (Continued)

9. *Identity of Joint Venture Partners, if any:

10. Financial References:

11. New York Surety:

12. Identity of Financial Guarantor:

B. Business Information

1. Brief history of Contractor(s) involved in the proposal (attach additional sheets as necessary):

2. Has Contractor ever failed to complete any contract awarded to it?

* Referred to in Proposal Forms individually and collectively as "Contractor." Information requested must be provided with respect to each party to the proposal.

3. If so, where and why:

4. Has any officer or partner of Contractor ever been an officer or partner of some other organization that failed to complete a contract?

BUSINESS PROPOSAL FORM 5 (Continued)

5. If yes to #4, state name of individual, other organization, reason, and bonding company:

6. If yes to #4, state name of individual, name of owner, reason, and bonding company:

7. In what other lines of business is Contractor directly or indirectly involved?

8. With what individual or entities have you been associated as partner or otherwise during the past five (5) years?:

9. Describe the principal and any secondary nature of your current business:

10. State the length of time you have been in that business under your present name and identify all other names under which you have done business:

BUSINESS PROPOSAL FORM 5 (Continued)

11. For the past few years, have any of the reference facilities in this Final Request For Proposals (“FRFP”) that you operated been the subject of administrative or judicial action for an alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

12. List the names, addresses, and telephone numbers of Municipalities or other organizations, which have utilized your services:

13. List the names, addresses and telephone numbers of municipalities for whom you have operated a transfer station or resource recovery facility:

14. Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may affect your ability to perform the obligations described in your proposal? _____ If so, identify these actions:

15. List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Contractor, any affiliate of the Contractor, or any shareholder, officer or director of the Contractor or any affiliate thereof.

BUSINESS PROPOSAL FORM 5 (Continued)

16. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction by the bidder, any affiliate of the Contractor or any shareholder, officer or director of the Contractor or any affiliate thereof.

17. List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or local jurisdiction, by the Contractor, any affiliate of the Contractor, or any shareholder, officer or director of the Contractor or any affiliate thereof.

18. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Contractor, any affiliate of the Contractor, or any shareholder, officer or director of the Contractor or any affiliate thereof.

19. List any bankruptcy proceedings in the past five (5) years by the Contractor, any affiliate of the Contractor, or any shareholder, officer or director of the Contractor or any affiliate thereof.

Print Name/Signature

Title

Date

BUSINESS PROPOSAL FORM 6

Representations And Certifications Of Contractor

STATEMENT OF NON-COLLUSION

In accordance with New York Law, all bids, Proposals, and contracts awarded or accepted by a municipality must contain a Statement of Non-Collusion. By submission of this Proposal, the Contractor certifies that:

- (a) This Proposal has been independently arrived at without collusion with any other Contractor or with any competitor or potential competitor.
- (b) This Proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of Proposals for this project to any other Contractor, competitor, or potential competitor.
- (c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a Proposal.
- (d) The person signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties of perjury, affirms the truth thereof such penalties being applicable to the Contractor, as well as to the person signing on its behalf.
- (e) If a corporation, the attached hereto is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this Proposal in behalf of the corporate Contractor.

Resolved that _____ (Name of Individual) be authorized to sign and submit the Proposal of _____ for the _____ Facility and to certify as to non-collusion required by New York Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificates this corporate Contractor shall be liable under the penalties of perjury.

(Signature and Title)

**Sworn to before me this
____ day of _____ 2025**

BUSINESS PROPOSAL FORM 7

Disclosure Statement

CONTRACTOR MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

STATE OF NEW YORK)
ss
COUNTY OF _____)

I, _____, _____
(Name) **(Title)** **Officer of Corporation or
Partner or Principal**

being duly sworn deposes and swears under the penalties of perjury:

1. That is in connection with the above Proposal or Contract for the _____ that no other person will have any direct or indirect interest in this Proposal except:

_____ (in case of corporations, all officers of the corporation and stockholders owning more than five (5) percent of the corporation stock must be listed. Use attached sheet if necessary.)

2. That _____ related to any
(I am not) (none of the officers or stockholders are)
officer or employee of the Village, except _____

3. There is not any state or local officer or employee or a member of a board of commissioners of a local public authority or another public corporation within the Village, exclusive of a volunteer fireman or civil defense volunteer, interested in such application.

Signature

Title

**Sworn to before me this
____ day of _____ 2025**

Note: It is not forbidden that individuals working for the Village or other municipality bid on contracts, but only that such interest be revealed when they do propose.

CONTRACTOR _____

PRICE PROPOSAL FORM 1

Service Fee – Mandatory Proposal Option 1

Year	1	2	3	4	5
Service Fee (\$ per ton)					
Dollar Per Hour Fee for Extended Receiving Hours on Saturday					
Dollar Per Hour Fee for Extended Receiving Hours on Village Holidays					
Service Fee (\$ per ton) Increment for Additional Recyclables					

Notes to Pricing Form:

1. The per ton fee shall be the sole compensation paid to the Contractor by the Village for contract services, including, but not limited to, operation and maintenance of the Designated Recycling Facility or other Backup Recycling Facility.
2. The Village will utilize an assumption of 1,500 tons per year of Recyclables for the purpose of Proposal comparisons.
3. The Service Fee for Year 1 shall be stated in July 2025 dollars.
4. The Service Fee will change on the anniversary of the contracted start date.

CONTRACTOR _____

PRICE PROPOSAL FORM 2

Service Fee – Mandatory Proposal Option 2

Year	1	2	3	4	5
Service Fee (\$ per ton)					
Dollar Per Hour Fee for Extended Receiving Hours on Saturday					
Dollar Per Hour Fee for Extended Receiving Hours on Village Holidays					
Service Fee (\$ per ton) Increment for Additional Recyclables					

Notes to Pricing Form:

1. The per ton fee shall be the sole compensation paid to the Contractor by the Village for contract services, including, but not limited to, provision of roll-off containers and associated hauling services to the Designated Recycling Facility; operation and maintenance of the Designated Recycling Facility or other Backup Recycling Facility.
2. The Village will utilize an assumption of 1,500 tons per year of Recyclables for the purpose of Proposal comparisons.
3. The Service Fee for Year 1 shall be stated in July 2025 dollars.
4. The Service Fee will change on the anniversary of the contracted start date.

PRICE PROPOSAL FORM 3

Service Fee – Mandatory Proposal 3

Year	1	2	3	4	5
Service Fee (\$ per year)					

Notes to Pricing Form:

1. The per ton fee shall be the sole compensation paid to the Contractor by the Village for contract services, including, but not limited to, the provision of a compactor for corrugated containers at the Village's DPW facility, pick up and marketing of the compacted corrugated containers
2. The Service Fee for Year 1 shall be stated in July 2025 dollars.
3. The Service Fee will change on the anniversary of the contracted start date.

CONTRACTOR _____

TECHNICAL PROPOSAL FORM 1

Designated Recycling Facility Information

Provide the following information regarding the Recycling Facility which will serve as the Designated Recycling Facility or Facilities. Also, complete this Form for the Backup Recycling Facility.

A. General.

1) Designated Recycling Facility Location.

Name: _____

Address: _____

Telephone Number: _____

2) Designated Recycling Facility Owner.*

Name: _____

Address: _____

Telephone Number: _____

- * IF DIFFERENT THAN PROPOSER, PROPOSER IS REQUIRED TO PROVIDE WITH ITS PROPOSAL AN ORIGINAL SIGNED LETTER OF COMMITMENT FROM THE DESIGNATED RECYCLING FACILITY OWNER FOR THE RECYCLING CAPACITY REQUIRED THROUGHOUT THE TERM OF THE CONTRACT.

_____ Letter of recycling capacity commitment attached?

TECHNICAL PROPOSAL FORM 1 (Continued)

B. Operating Permit.

- 1) Permittee: _____
- 2) Number: _____
- 3) State: _____
- 4) Date of Issue: _____
- 5) Date of Expiration: _____
- 6) Contractor is required to enclose copy of permit with Proposal.
- 7) What is the PERMITTED capacity in tons?

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Daily	____	____	____	____	____	____
Weekly	____	____	____	____	____	____
Monthly	____	____	____	____	____	____
Quarterly	____	____	____	____	____	____
Yearly	____	____	____	____	____	____

- 8) At the PERMITTED levels, what is the projected useful life in years?

TECHNICAL PROPOSAL FORM 1 (Continued)

9) What is the RECEIVING level today in tons?

2025

Daily _____

Weekly _____

Monthly _____

Quarterly _____

Yearly _____

10) At the RECEIVING levels in Question 9, what is the projected useful life in years?

11) How much of the RECEIVING level in Question 9 is committed to under contract in tons?

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Daily	____	____	____	____	____	____
Weekly	____	____	____	____	____	____
Monthly	____	____	____	____	____	____
Quarterly	____	____	____	____	____	____
Yearly	____	____	____	____	____	____

TECHNICAL PROPOSAL FORM 1 (Continued)

12) Does the Designated Recycling Facility have any restrictions regarding municipal recyclables processing? If so describe.

C. Are there any existing agreements with local municipalities concerning:

<u>Item</u>	<u>Yes</u>	<u>No</u>
1) Routing to site	____	____
2) Weight limits between state roads and site	____	____
3) Number of vehicles	____	____
4) Vehicle size	____	____
5) Recyclables importation from outside jurisdictional area	____	____
6) Host Community Benefits	____	____

If yes, describe limitations: _____

TECHNICAL PROPOSAL FORM 1 (Continued)

2) Contractor's Designated Disposal Facility Engineer of Record.

Firm's Name: _____

Firm's Address: _____

Project Engineer: _____

E. Provide a physical description of the Designated Recycling Facility.

TECHNICAL PROPOSAL FORM 1 (Continued)

F. Describe the wastes and their sources currently disposed in the Designated Recycling Facility.

G. Indicate below the name, department, address, and telephone number of the principal official contact at the Environmental Regulatory Agency having jurisdictional responsibility over the Designated Disposal Facility.

TECHNICAL PROPOSAL FORM 1 (Continued)

- H. Is the Designated Recycling Facility the subject of any past or current consent order or environmental investigation? _____. If so, attach a full explanation and all relevant documentation (use separate sheets).
- I. Is the Designated Recycling Facility site classified under the Federal Superfund Program or any Federal, State, or local hazardous waste classification system? _____. If so, attach a full explanation (use separate sheets).
- J. Provide a copy of the Designated Recycling Facility Operations Plan, including the receiving schedule and on-site traffic management procedure.
- K. Provide the name and address of proposed Backup Recycling Facility.

APPENDIX D
INCORPORATED VILLAGE OF GARDEN CITY
COMMENTS RECEIVED REGARDING THE DRAFT REQUEST FOR PROPOSAL
AND RESPONSES

APPENDIX D

**COMMENTS RECEIVED REGARDING THE
DRAFT REQUEST FOR PROPOSAL AND
RESPONSES INCORPORATED VILLAGE OF GARDEN CITY –
QUESTIONS FROM THE DRAFT REQUEST FOR PROPOSALS (“DRFP”)
MEETING J[INSERT DATE] AND AS RECEIVED BY MAIL**

Below are questions regarding the DRFP and answers thereto.

Question 1.

Response:

Question 2.

Response:

Question 3.