

Encl. 11.12
Jan. 21, 2010

WHEREAS, it is the plan of a number of public school districts in the Schuyler-Steuben-Chemung-Tioga-Allegany Counties of New York to bid jointly on Trash and Recyclables Removal and Transfer Services under the direction of the Schuyler-Steuben-Chemung-Tioga-Allegany Counties Board of Cooperative Educational Services, dba Greater Southern Tier BOCES, popularly known as GST BOCES; and,

WHEREAS, the Horseheads Central School District is desirous of participating with the GST BOCES and other school districts in Schuyler-Steuben-Chemung-Tioga-Allegany Counties in the joint bidding of the services mentioned above as authorized by General Municipal Law, Section 119-0; and,

BE IT RESOLVED, that the Board of Education of the Horseheads Central School District hereby appoints GST BOCES to represent it in all matters related above, and that Thomas Pollard, CDF, is hereby appointed as the school district's representative to GST BOCES in all matters leading up to the entering into a contract for the purchase of the above-mentioned services; and,

BE IT FURTHER RESOLVED, that the Horseheads Central School District Board of Education agrees (1) to abide by the decisions of the GST BOCES Purchasing Manager regarding the quality standards; (2) that unless all bids are rejected, award of contracts will be according to the recommendations of the GST Purchasing Manager; and (3) that after award of contract(s), it will conduct all business directly with the successful bidder(s).

CERTIFICATION OF THE DISTRICT CLERK

I, Candy Maine, District Clerk of the Horseheads Central School District Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on January 21, 2010.

January 21, 2010

Candy Maine, District Clerk

GST BOCES TERMS OF CONTRACT

1. The intent of this specification is to insure the complete removal and disposal of all trash and litter at all GST BOCES Campuses and participating schools and other specified location. The following items are to be considered as material to be removed under terms of this agreement: cans, boxes, books, paper, scrap wood, metal, garbage, trimmings from lawns, hedges, shrubbery and any other material which may be deemed as refuse by school personnel. Items that might damage the dumpster when compacting the trash, such as larger metal bars and large chunks of wood and concrete, may be set aside and not collected if the operator feels that damage may occur to the truck. Contractor shall be responsible for any and all damages to school property caused by pick-up procedures.
2. Pick-ups are to be made on a frequency basis as shown on the accompanying sheets and on a time schedule arranged by the successful contractor and the end user. It is our intent that Kitchen-Cafeteria trash be removed from the premises as soon as possible after it has been placed at the pick-up points, in order to avoid odor and litter problems.
3. A pick-up shall consist of all trash accumulated during the week since last scheduled pick-up. If services are required at times other than the scheduled days, a charge may be levied by the contractor at a rate equal to the scheduled single pick-up rate.
4. Pick-ups at schools during the summer vacation periods, shall be on a as needed basis only or as requested by the end user.
5. When schools are closed for extended periods such as Thanksgiving, Christmas-New Years, Winter recess or Spring recess, trash should be picked up at the end of the school day prior to the recess. No further pick-ups shall be scheduled for the remainder of the closed week of school, except as request by end user.
6. Single-day holidays through the school year usually Labor Day, Columbus Day, Veterans Day, Good Friday and Decoration Day. Trash should be picked up either late at the end of the school day prior to the close of the day or first working day immediately following.
7. Regular pick-up of waste materials shall continue for one (1) week after the closing of school each summer to enable school custodians to clear the buildings of most of the litter occurring at the end of the school year. Cafeteria pick-up during the summer period will be determined by the end user.
8. Contractor shall furnish, locate where directed, and maintain dumping containers. All contractor-furnished containers shall have hinged covers. All covers and doors shall be suitable for padlocking. All dumpster containers must be for front end loading only. Containers shall be kept clean and repainted where necessary. Cleaning and disinfecting shall be done on a regular basis and as requested and required.
9. Bidders shall visit the pickup sites, talk with custodian manager or school representative about the volume and pattern of trash generated, and in general, thoroughly familiarize themselves with the existing conditions and volumes prior to submitting their bids.
10. In the vent of any changes in operational patterns at any or all of the participating schools; such as changes in the hours of attendance, or such as four (4) day weeks to reduce operating costs with subsequent clean-up patten changes, etc., the contract may be renegotiated.
11. Billing will be monthly.

INSURANCE AGREEMENT – CONTRACTORS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the district as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The Certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the district for any applicable deductibles.
- IV. Required Insurance:
- Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates.
 - Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

GST BOCES
Waste Removal Contract Bid Requirements

SCHOOL/ OR LOCATION	SIZE of Container	DAYS/EST. PICKUPS for School Year	COST PER MONTH Scheduled (to be completed by vendor)	ON CALL COST Non-Scheduled July-August (to be completed by vendor)
High School North trash	8 yard	5 x week		
High School North recycle	8 yard	2 x week		
High School South trash	8 yard	5 x week		
High School South recycle	8 yard	2 x week		
Middle School trash	8 yard	3 x week		
Middle School recycle	8 yard	2 x week		
Intermediate School trash	8 yard	3 x week		
Intermediate School recycle	8 yard	2 x week		
Center Street trash	8 yard	3 x week		
Center Street recycle	8 yard	on - call		
Gardner Road trash	8 yard	3 x week		
Gardner Road recycle	8 yard	2 x week		
Ridge Road trash	8 yard	3 x week		
Ridge Road recycle	8 yard	2 x week		
Big Flats trash	8 yard	3 x week		
Big Flats recycle	8 yard	2 x week		
Broad Street trash	8 yard	2 x week		
Broad Street recycle	8 yard	On - call		
Bus Garage trash	8 yard	1 x week		
Bus Garage recycle	8 yard	on - call		
Bus Garage metal	Walk in	On - call		
	yard			
	yard			
TOTALS:			/mo. %	*depends on service requested