

**TOWN OF NORTH HEMPSTEAD
SOLID WASTE MANAGEMENT AUTHORITY**



Request for Sealed Bids

**IMPORTANT: SEE “NOTICE TO BIDDERS” and “INSTRUCTIONS TO BIDDERS”
CLAUSES HEREIN BIDS MAY BE SENT TO THE ADDRESS LISTED BELOW ONLY
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)**

<u>BID OPENING INFORMATION</u> Date: February 8, 2017 Time: 11AM	NAME OF BID: Coordination and Management of the Authority's Household Hazardous Waste Drop-Off Days or Stop Throwing Out Pollutants (S.T.O.P.) Days
INVITATION FOR BIDS NUMBER: TNH 159-2017	Specification Reference: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: Commencing on the contract execution date and terminating on February 28, 2022, unless extended as allowed herein, at the Authority's sole discretion, for a second term of five years, as described in the Bid Documents.	

The bid must be fully and properly executed by an authorized person.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Authority General Conditions, and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification #: (Do Not Use SS#)
D/B/A - Doing Business As (if applicable):	
Street	City
	State
	Zip
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.	
Bidder's Signature: _____	Printed or Typed Name: _____
Title: _____	Date: _____
Phone: () - ext ()	E-mail Address: _____
Fax: () -	Company Web Site: _____

802 West Shore Road, Port Washington, New York 11050 • (516) 869-2913 (P) • (516) 869-2919(F)
Contracts@northhempsteadny.gov • www.northhempsteadny.gov

TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY



Request for Sealed Bids

THIS BID CONTAINS THE FOLLOWING:

Notice to Bidders/Proposers
Instruction to Bidders/Proposers
Bid Specifications/Items List
General Conditions
Bidders' Qualifications Statement

(includes bidders statement, non-collusion statement, insurance forms)

Robert Lange
Executive Director

IMPORTANT NOTE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Town of North Hempstead Solid Waste Management Authority (the "Authority") has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS

SEALED BIDS will be received by the Authority in the Town of North Hempstead Office of the Purchasing Division located on the lower level of Town Hall, 220 Plandome Road, Manhasset, New York 11030, **on Wednesday, the 8th of February, 2017, 11:00 AM**, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

TNH159-2017 – Coordination and Management of the Authority's Household Hazardous Waste Drop-Off Days or Stop Throwing Out Pollutants (S.T.O.P.) Days

Bids may be mailed or delivered to the Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, provided the Bid is actually received by the Purchasing Division prior to the time of public opening; or Bids may be delivered to the place of public opening (*i.e.*, the Office of the Purchasing Division) immediately prior to the time of public opening.

All Bids must be sealed and submitted in an envelope with the **Identification Label** provided in the Bid Documents affixed to the front of the envelope.

All BIDDERS MUST complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Bidder is currently executing work for the Authority.

It is the policy of the Authority to encourage the participation of DBE and M/WBE; by bidding on this project, the contractor acknowledges its understanding and support of this policy and pledges to fully cooperate with the Authority in meeting the requirements as set forth in the bidding and contract documents.

The Authority reserves the absolute right to reject any and all Bids, and to waive any informalities therein.

The Authority will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the Authority that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

ROBERT LANGE, EXECUTIVE DIRECTOR
TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT
AUTHORITY

DATED: Port Washington, New York
Date: January 10, 2017

INSTRUCTIONS TO BIDDERS/PROPOSER'S

Please take Notice; for the purposes of this Invitation for Bids (this "Bid"), the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously.

ITB-1 BID/PROPOSAL PREPARATION

Prepare your bid/proposal on this form using indelible ink. One copy of the bid is required, unless otherwise specified herein.

ITB-2 BID DOCUMENTS

Failure to fully comply with any of the requirements or instructions contained within the bid document may constitute sufficient cause for rejection of the Bid/Proposal. Such rejections will be subject to the discretion of the Executive Director of the Authority.

Invitations for Bids will consist of the following documentary components:

- a. Notice to Bidders/Proposers
- b. Instructions to Bidders/Proposers
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form with Schedule 'B'
- f. Bidder's Qualifications Statement
- g. Addendum to Bid Documents

Invitations for Bids Involving Public Work or Building Services Pursuant to Articles 8 and 9 of the New York State Labor Law (as specified in the Proposal Form) **will also include the following documentary component:**

- a. New York State Department of Labor Wage Rate Schedule(s).

ITB - 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; WHERE THE CONTRACT IS FOR PUBLIC WORK OR INSTALLATION THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the Authority as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

ITB-4 INTERPRETATION OF BID DOCUMENTS

If any prospective Bidder is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, s/he shall promptly submit to the Executive Director of the Authority, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the Authority or the Executive Director of the Authority may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's Bid/Proposal. All Addendum shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

ITB-6 MODIFICATIONS TO BID DOCUMENTS

Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.

ITB-7 RIGHTS OF AUTHORITY BOARD

The Board of the Authority reserves the right to reject any and all Bids/Proposals and to waive any informalities in the Bids/Proposals received, and to accept the Bid/Proposal most favorable to the interests of the Authority, after all Bids/Proposals have been analyzed, checked and verified.

ITB-8 TAX EXEMPTION

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Authority pursuant to the provisions of this Contract. These taxes are not to be included in Bids/Proposals.

- ITB-9 FORM OF BID/PROPOSAL
EACH BID/PROPOSAL MUST BE MADE ON THE "PROPOSAL FORM" ATTACHED HERETO AND SHALL REMAIN ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.
- THE AUTHORITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT IS NOT MADE ON THE "PROPOSAL FORM".**
- ITB-10 DELIVERY OF BIDS/PROPOSALS
BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.
- ITB-11 CORRECTIONS TO BIDS/PROPOSALS
Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.
- ITB-12 WITHDRAWAL OF BIDS/PROPOSALS
Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Division at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the Authority's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.
- ITB-13 MULTIPLE BID/PROPOSAL SUBMITTALS
Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.
- ITB-14 NON-COLLUSIVE BIDDING CERTIFICATION
In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
- (1) The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
- ITB-15 QUALIFICATIONS OF BIDDERS
A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The Authority retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. **THE AUTHORITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE A DISCLOSURE STATEMENT.**
- ITB- 16 IDENTIFICATION LABEL
To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. **THE AUTHORITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOPOSAL THAT DOES NOT CONFORM TO THIS SECTION.**

SEALED BID ENCLOSED
Town of North Hempstead
Solid Waste Management Authority

Bidder's Name:

SECTION I – TIMETABLE AND RELATED INSTRUCTIONS

A. Release Date of this Bid: January 10, 2017

A copy of this Bid may be retrieved at www.northhempstead.com or by sending an email to the address below. All questions and requests for additional information concerning this Bid should be directed to Georgina Carr, the Authorized Authority Contact Person, at:

E-Mail Address: carrg@northhempsteadny.gov

B. Bid Due Date, Time and Location:

Date: February 10, 2017

Time: 11:00 AM

Location: Division of Purchasing, 220 Plandome Road, Manhasset, NY

Bids should be submitted to Georgina Carr, Division of Purchasing, 220 Plandome Road, Manhasset, NY 11030. ***E-mailed or faxed proposals will not be accepted by the Authority.***

Bids received at this Location after the Bid Due Date and Time set forth above are late and will not be accepted by the Authority.

The Authority will consider requests made to the Authorized Authority Contact Person to extend the Bid Due Date and Time prescribed above. However, unless the Authority issues a written addendum to the Bid which extends the Bid Due Date and Time for all Bidders, the Bid Due Date and Time prescribed above will remain in effect.

C. Anticipated Contract Start Date: March 2017

SECTION II - SUMMARY OF BID

A. Definitions

"Additional Personnel" are the staff deployed by the Contractor in the event that the Authority elects to have the Contractor replace Authority personnel at any Site by directing all Participant entry, movement and exit from a Site, and to document Contractor receipt of HHW or Special Waste from Participants.

"Automotive Battery" means any device with a capacity of six or more volts which contains lead and sulfuric acid and which is used as a power source in any motor-powered device that is self-propelled and designed for carrying persons or property or that is used for the transportation of persons, including, but not limited to automobiles, boats, motorcycles, snowmobiles, and lawn and garden equipment.

"Bid Documents" means all pages contained in Bid No. TNHxxx-2017, including, the Cover Page, Invitation for Bids, Sections I, II, III, IV, V and VI, General Conditions, Bidder's Qualification Statement, Exhibits A through D, E1, E2, F and G.

"Contract" means, together, the Bid Documents, any other documents submitted by the successful bidder in its bid, and the Form Contract attached to the end of this Bid No. TNHxxx-2017 as executed by the Town and the successful contractor.

"Holidays" means Saturdays, Sundays, New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day: *provided that* Holidays may be changed from time to time upon written notice from the Authority.

"Fiscal Year" means the Authority's fiscal year, which begins January 1 and ends the following December 31.

"Hazardous Waste" means: (a) Solid Waste that, by reason of its composition or characteristics, constitutes "hazardous waste," as such term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, or a "hazardous substance," as such term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 *et seq.*, or "hazardous waste," as such term is defined in the New York Environmental Conservation Law, Sec. 270901 *et seq.*, as such laws may be amended from time to time, and the rules and regulations promulgated thereunder, and any succeeding legislation, rules, or regulations that may amend the foregoing, or any household waste that, but for its point of generation, would be a hazardous waste under Part 371 of Title 6 of the New York Code of Rules and Regulations, as may be amended from time to time; (b) any other material which any governmental agency or unit having appropriate jurisdiction determines from time to time may be harmful, toxic, or dangerous and be deemed by such agency or unit to require special handling, including medical or infectious waste; and (c) any material that would result in Solid Waste being hazardous waste under (a) or (b) of this definition; *provided, however,* that Special Waste shall be deemed not to constitute Hazardous Waste for purposes of the Contract.

“HHW or “Household Hazardous Waste” include all of the following material generated by Residents of single family dwellings, multiple family dwellings and Residential apartment buildings:

- automotive products (brake and transmission fluid, batteries, carburetor cleaner, gasoline, kerosene, antifreeze, motor oil, motor oil filters)
- kitchen products (bug sprays, floor care products, drain cleaner, furniture polish, metal polish, maintenance chemicals, oven cleaner, window cleaner, corrosive cleaners)
- bathroom products (cleaning solvents, pharmaceuticals, nail polish, and nail polish remover)
- pest control products (fungicides, termiticides, herbicides, rodenticides, insecticides, disinfectants)
- home maintenance products (paints, paint thinners and strippers, turpentine, varnish, wood preservatives)
- hobby/recreation products (chemistry set chemicals, photographic chemicals, art supplies, household drycell batteries, small sealed household lead-acid batteries)
- miscellaneous products (mothballs, lighter fluid, rug and upholstery cleaners, spot removers, pool chemicals, fluorescent bulbs/tubes, household Mercury-containing devices, elemental Mercury, propane tanks, residential sharps)
- other household products that are flammable, corrosive, reactive, or toxic including without limitation corrosive acids, hydrochloric acid and hydrofluoric acid, as defined by federal and state laws, rules, and regulations, and would be regulated hazardous waste if they were generated by regulated generators.

“Household Battery” means any device: (i) consisting of (A) one or more electrically connected cells, each cell consisting of an anode, a cathode, and an electrolyte and (B) such connections (electrical and mechanical) as may be needed to allow such cell to deliver or receive electrical energy; and (ii) designed to receive, store, and deliver electric energy; *provided, however,* that Household Batteries shall not include Automotive Batteries.

“Household Mercury-Containing Device”, means thermometers, thermostats, barometers, manometers and blood pressure devices that contain Elemental Mercury. Batteries or screens that may contain Mercury are not included as a household Mercury-containing device.

“Latex Paint”, means any water-based paint

“Other Paint”, means any paint or paint product other than Recyclable Latex Paint

“Participant” means each driver of a non-commercial vehicle who drops off HHW or Special Waste to a Site, or each individual who may arrive to a Drop-Off Site with HHW or

Special Waste by bicycle or on foot, all of whom are required to provide proof of Town of North Hempstead residency.

“Recyclable Household Battery” means any Household Battery that is a lead-acid battery, a nickel-cadmium battery, a lithium-ion battery, a Nickel-Metal Hydride battery, a mercuric-oxide battery, or a silver oxide battery.

“Recyclable Latex Paint” means Latex Paint that is not lead-based, spoiled, frozen or otherwise does not meet the approved specifications of the Latex Paint Recycling Facility.

“Recycling Facility” means a facility authorized by the appropriate governmental authority in the jurisdiction in which such facility is located to recycle one or more of the Special Wastes as contemplated by the Contract.

“Resident” means a person who resides within the borders of the Town of North Hempstead, exclusive of those who seek to drop-off at a Site any waste that is generated by a commercial, industrial or institutional organization.

“Residential Sharps” means needles, syringes with needles attached and disposable lancets used by Residents. Any medical waste generated by a commercial, industrial or institutional organization is not included as a residential sharp.

“Solid Waste” means all materials or substances discarded or rejected by Residents as being spent, useless, worthless or in excess to the owner’s needs at the time of such discard or rejection, including but not limited to garbage, refuse, rubbish, ashes, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances or those in gaseous form.

“Site” means the Solid Waste Management Authority Transfer Station located at 999 West Shore Road and/or other locations to be determined by the Authority at its sole discretion where Residents will be directed to bring HHW and/or Special Waste.

“Special Waste” means latex paint, fluorescent light bulbs, motor oil, motor oil filters, transmission fluid, household Mercury-containing devices, household batteries, automotive batteries, propane tanks, electronics and mobile phones.

“TSDF” means a Hazardous Waste treatment, storage, or disposal facility, authorized by the USEPA pursuant to 40 CFR Part 270, as such Part 270 may be amended from time to time, and by the appropriate governmental authority in the jurisdiction in which such facility is located to treat, store, or dispose of Hazardous Waste as contemplated by the Contract.

“USEPA” means the U.S. Environmental Protection Agency or its successor, if any.

“Volume” means the amount of material collected either by weight, volume or count.

B. Purpose of the Bid

The Authority is seeking an appropriately qualified vendor (the "Contractor") to provide waste removal services pursuant to the project described below.

The Contractor would provide services for up to five (5) one-day household hazardous waste drop-off days (the "HHW Drop-Off Day(s)") to be designated by the Authority at various locations in the Town Of North Hempstead beginning shortly after the execution of the Contract between the parties, and up to five (5) one (1) day events each calendar year thereafter, in the spring and fall (i.e., up to five per year).

The Authority will select the actual date of each HHW Drop-Off Day. Each HHW Drop-Off Day is anticipated to be held on separate weekends from each other (on a Saturday or Sunday). It is anticipated that approximately half of the Drop-Off Days may be held on Saturdays, and half on Sundays. The Authority reserves the right to hold more than one HHW Drop-Off Day on the same day or weekend, although this is not anticipated due to likely staffing constraints for both the Authority and the Contractor. The Authority may also opt to hold a weekend HHW Drop-Off Day for two days at a single Site location. However, in such instances, such scheduling will be at the mutual agreement of both parties.

Household hazardous waste ("HHW"), as more specifically defined below, includes, without limitation, certain automotive, kitchen, bathroom, hobby/recreational, home maintenance, and miscellaneous household wastes that are flammable, corrosive, reactive, or toxic. Only wastes generated by households will be accepted for collection by the Contractor chosen pursuant to this Bid.

The Authority retains the right to collect other materials such as clothing, toner cartridges, electronics, mobile phones and other materials at the HHW Drop-off Days independent of this contract.

C. Anticipated Contract Term

It is anticipated that the initial term of the Contract will commence upon the execution of the Contract on behalf of the Authority (anticipated to be on or about March 15, 2017 and shall terminate on February 28, 2022 (the "Contract Term"), subject to earlier termination as described in the Bid Documents. The Contract Term may be extended by the Authority for one (1) additional five (5) year period at the sole discretion of the Authority, which extension shall be effected by the Authority's mailing of a notice of the extension to the Contractor no earlier than December 1, 2021 and no later than January 31, 2022.

D. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this Bid. Proposers that do not comply with the minimum qualification requirements set forth below will be determined to be non-responsive and will be rejected.

- Pursuant to New York State law (6 NYCRR Part 360-1.7(b)(6)(iv)), the Contractor, if such contractor will directly transport hazardous waste, and each Subcontractor that will transport HHW, must possess a New York State hazardous waste transporter license pursuant to 6 NYCRR Part 364. As such, the Proposer shall append a copy of a current hazardous waste transporter license to its bid for each applicable entity (e.g., the

Proposer and/or one or more Subcontractors) that will transport hazardous waste pursuant to the contract awarded from this Bid.

- Pursuant to New York State law (6 NYCRR Section 373-4.2(c)), all wastes must be transported from a collection facility under a permit to transport hazardous waste issued under Part 364 of this Title, unless:
 - (1) they are solely household wastes that are transported to an approved recycling facility; or
 - (2) they are solely household hazardous wastes that are transported up to 50 miles by the program sponsor to:
 - (i) a collection site or facility owned or operated by the sponsor and subject to regulation under this Subpart, or
 - (ii) a facility described in subdivision (g) of this section

As such, the Bidder must, in regard to **each** collection location from which hazardous waste will be transported pursuant to the contract awarded from this Bid, by the Bidder and/or any Subcontractor, either append a copy of a current permit to transport hazardous waste OR demonstrate that such permit is not required for a particular collection facility due to a circumstance cited above.

For the NYS DEC website link to Section 373-4.2 General Requirements for Collection Programs for Household Hazardous Wastes, please see www.dec.state.ny.us/website/regs/subpart373_04.html#373-4.2.

SECTION III – DETAILED SCOPE OF SERVICES

A. Introduction

The successful Bidder will be required to complete each task enumerated in this Scope of Services in accordance with the Bid submitted. Bids are subject to the Authority's review and approval.

During the course of the Project, the Contractor and its employees and agents would not communicate in any way about the Project with the media, including but not limited to newspapers, magazines, television, and radio, unless requested or approved by the Authority's Contract Manager. Media inquiries would be referred to the Authority's Contract Manager unless otherwise authorized by the Authority Contractor Manager in writing and in advance.

C. General Contractor Requirements

1. The Contractor shall adhere to the safety plan submitted pursuant to the Bid requirements and as further required by the NYS Department of Environmental Conservation. Further, the Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including without limitation, those that apply to protecting public health and safety. To ensure that only HHW is accepted, the Contractor shall not accept wastes from Residents who arrive in commercial vehicles unless specifically authorized by the Authority.
2. The Contractor would appropriately set up each HHW collection site and provide sufficient on-site staff with the requisite training, experience and the skills to quickly and effectively service Residents who bring HHW to the Drop-Off Days.
3. The Contractor would effectively identify viable recycling markets for collected HHW, and provide documentation of recycling and hazardous waste disposal in accordance with the reporting requirements set forth by the New York State Department of Environmental Conservation in its Household Hazardous Waste Collection Day Report form (available at www.dec.state.ny.us/website/dshm/redrecy/hhwcollectdayform.pdf)

Historical data regarding past participation at similar events held by the Authority from 2003 to 2016 are attached as Exhibit G.

D. Mobilization and Set-up of Site

The Contractor would, prior to the commencement of HHW Drop-Off Day or S.T.O.P. Day hours established by the Authority, have completed all necessary mobilization, preparation and set-up of each Site to the Authority's complete satisfaction. The Authority will determine each of the Site locations. If deemed necessary by the Authority, the Contractor will pay any fee for use of a Site, such as a mall parking lot, and may invoice the Authority for the cost of the fee without any mark-up.

Each Site will include several areas set aside specifically for the acceptance of other materials such as electronics, clothing, pharmaceuticals, and paper shredding. These other staging areas

will be separate from where HHW is accepted, but allow for orderly Participant flow between these the various staging areas at each Site.

Although anticipated to be available to the Contractor, the Authority cannot guarantee (i) access to water, electricity or bathrooms at each Site, (ii) access to the Sites prior to the Drop-Off Days or S.T.O.P. Days, or (iii) storage space or security for any equipment, materials and supplies of the Contractor at the Sites.

The Contractor would place and install all equipment, materials and supplies necessary to perform all tasks included in the Detailed Scope of Services. Drop-Off Day or S.T.O.P. Day equipment, materials, and supplies to be provided by the Contractor would include, at a minimum, a tent sufficiently large enough to cover the entire work area and to the extent feasible it would provide protection from the sun or rain for the relatively few Participants expected to arrive on foot or by bicycle; drums; pallets; absorbent and other packaging material; plastic sheeting to cover the ground at the work/waste handling areas and to cover sorting tables; a forklift or barrel dolly; tools; brooms; labels; shipping documents; worker safety equipment; traffic control equipment; and safety and emergency equipment.

The Contractor would provide a minimum of one hundred (100) drums (55 (55) gallons each) on each Site, and have ready access to an adequate supply of additional drums in the event that they are needed. The Authority anticipates supplying separate containers or trucks for the Contractor to deposit non-hazardous trash and for unsoiled corrugated cardboard. Unsoiled corrugated cardboard boxes used by Participants to transport HHW would be placed in a designated container, truck or area at each Site for collection for recycling by the Authority.

Site preparation would include the conspicuous posting of signs that prohibit smoking, eating, and drinking in waste collection and storage areas. Site set-up would be completed by no later than 8:00 AM on each Drop-Off Day or S.T.O.P. Day to avoid possible imposition of liquidated damages. The Authority does not anticipate canceling or postponing any scheduled HHW Drop-Off Days or S.T.O.P. Days due to inclement weather or other factors. The right to cancel or postpone Drop-Off Days or S.T.O.P. Days, however, is reserved by the Authority. Failure of the Contractor to service any Drop-Off Day or S.T.O.P. Day may result in the imposition of liquidated damages. No rain dates are currently scheduled.

E. Acceptance and Collection of HHW

The Contractor would accept all HHW presented by Participants at each Site during Drop-Off Day or S.T.O.P. Day hours. Participants with electronics and/or mobile phones will be directed by the Contractor to the electronics and mobile phone drop-off area. Participants who bring only other types of acceptable materials will be directed by the Contractor to by-pass the electronics and mobile phone drop-off area. Electronics and mobile phones will be received at each-site by the Authority-approved Subcontractor(s), with expertise in managing and recycling electronics and/or mobile phones.

The Contractor would provide at all times during Drop-Off Day or S.T.O.P. Day hours, a minimum of 1) one chemist with a minimum of a B.S. degree in chemistry from an accredited college or university, and with experience in the identification and handling of HHW, and 2) at least fifteen (15) trained staff qualified to handle HHW and provide requisite services at each Site.

The Contractor may be authorized by the Authority in writing and in advance to maintain fewer staff. In the absence of such authorization, if the Contractor fails to provide at least fifteen (15) trained staff members qualified to handle HHW in addition to the chemist, the Authority reserves the right to assess liquidated damages (see below).

The Contractor may request written approval by the Authority, during the hours of a Drop-Off Day or S.T.O.P. Day, to reduce its staff size for reasons such as smaller than expected public participation, provided that such down-sizing of staff will not preclude full site restoration by 6:00 pm or result in the failure of the Contractor to fully comply with any other Contract requirements. At least twenty four (24) hours before each Drop-Off Day or S.T.O.P. Day, the Contractor would provide the Authority's Contract Manager with a list of the names and job titles of all staff (including those of any Subcontractors) to be present on the Site at such Drop-Off Day or S.T.O.P. Day.

(a) Residential HHW. The Contractor shall only accept Residential HHW. Wastes generated by businesses, institutions, and government agencies, including wastes generated by business activities conducted at individual residences, are expressly excluded from the definition of HHW and are not to be accepted by the Contractor. As set forth below, any HHW proposed to be excluded by the Contractor should be identified in the Bid.

(b) Receive HHW. The Contractor would begin receiving HHW from Participants no later than 9:00 AM on each Drop-Off Day or S.T.O.P. Day unless otherwise required or authorized by the Authority in writing in advance. The parties may agree to accept HHW before 9:00 AM provided that Site set-up has been completed and there is a line of Participants prior to 9:00 AM.

The Contractor would unload HHW, brought by Participants, from Participant automobiles, carts, boxes, or other receptacles. The Contractor would place the unloaded HHW on sorting tables and sort the HHW by hazard class prior to packaging it for transport. The Contractor would not accept business, industrial or institutional waste. Only HHW as defined in this Bid will be accepted by the Contractor at each Site. HHW of unknown identity may be accepted after testing by the Contractor at the Site on the Drop-Off Day or S.T.O.P. Day to identify the hazard classification.

Some Participants at one or more Site locations may speak only Spanish or other non-English languages. The Contractor is strongly encouraged to provide signs and at least one worker at each Site who is fluent in Spanish, and/or other languages commonly spoken in the area surrounding where each HHW Drop-Off Day or S.T.O.P. Day is to be held.

F. Package, Label, Load and Remove HHW

In accordance with federal, state, and local laws, rules and regulations, the Contractor may determine how best to package accepted HHW. Accepted HHW can be emptied directly into drums ("Bulked"), loose-packed into drums without absorbent material ("Containerized"), placed

in drums with absorbent material ("Lab-packed"), or secured on skids or pallets (e.g., non-leaking automotive batteries).

Collected HHW will be loaded by the Contractor onto the vehicles of the Contractor or a Subcontractor for transport to facilities identified by the Contractor in its Waste Management Plan submitted as part of its Proposal requirements.

Further, the Contractor should be sure to package, label and record amounts of HHW collected for loading and removal to facilitate compliance with the reporting requirements. This would include implementing its Authority-approved plan for providing accurate, verifiable weights of the quantity of electronics and mobile phones removed by the Contractor for invoicing by price per pound.

G. Demobilization and Site Restoration

The Contractor would continue to receive HHW from Participants who are on line at or before 3:00 PM on each Drop-Off Day or S.T.O.P. Day, unless instructed or authorized by the Authority to discontinue earlier or later. The Contractor would remove all collected HHW, equipment, materials, and supplies, and restore each Site to its original condition by 6:00 PM on each Drop-Off Day. The parties may agree, however, to continue receiving HHW from Participants past 3:00 PM, provided that the Contractor would complete the demobilization and restoration at such Site by 6:00 PM on the Drop-Off Day or S.T.O.P. Day.

In the event of an emergency or unforeseeable circumstance which precludes full restoration of each Site by 6:00 PM, the Contractor would notify the Authority immediately of such anticipated or actual delay and would, in addition to furnishing any extra personnel required to expedite restoration, provide Site security to ensure that no unauthorized individuals gain access to the Site. The Authority reserves the right to assess liquidated damages if the Site has not been fully restored by 6:00 P.M. The Contractor would be solely liable for the security of the collected HHW and would not leave collected HHW unattended.

H. Health and Safety Measures

The Contractor would implement such health, safety, prevention, contingency, and security measures to the complete satisfaction of the Authority at each Site as is necessary or required by applicable federal, state and local laws, rules and regulations to adequately protect human health, safety, and the environment, from hazards associated with the Drop-Off Day or S.T.O.P. Day. Measures satisfactory to the Authority would be taken to prevent Participant exposure to fumes and other contact with HHW. In the event of a spill, the Contractor would immediately notify the Authority and all authorities required by law to receive such notification. A health and safety plan should be submitted with the proposal.

I. Waste Management

To the fullest extent possible, the final disposition of HHW collected at each Site, in order of preference, would be: recycling (e.g., re-refining motor oil); energy recovery (e.g., burning solvents for fuel value); treatment, including incineration; and landfill disposal. Combustion of HHW for energy value is not defined as recycling for purposes of this Bid or the Contract.

The Contractor or the Subcontractor, as the case may be, would transport HHW for processing, recycling, treatment, or disposal. If any HHW is sent for fuel blending/energy recovery, the fuel blending facility must be a U.S. Environmental Protection Agency ("EPA") licensed, or EPA-authorized state environmental regulatory agency-licensed hazardous waste TSDF. All HHW which is not marketed for recycling must be sent to a TSDF.

If recyclable household drycell batteries are transported commingled with non-recyclable batteries to a facility for recycling, those batteries which cannot be recycled must ultimately be disposed of at a TSDF.

All manifests or other shipping documents for hazardous waste required by the NY State Department of Environmental Conservation ("DEC") or the EPA, shall be fully completed and signed by the Contractor as the "generator" of the hazardous waste in accordance with federal and state law. The Contractor or the Subcontractor, as the case may be, shall obtain an EPA Identification Number, as may be required by EPA or by state regulatory agencies, for shipping HHW to a TSDF.

To the fullest extent possible, and in accordance with the Waste Management Plan, as such may be revised to satisfy the Authority, the Contractor should arrange for the reuse or recycling of the following items: 1) latex paint, 2) automotive oil, 3) motor oil filters, 4) antifreeze, 5) fluorescent tubes, 6) household Mercury-containing devices, 7) automotive lead-acid batteries, 8) household button, nickel cadmium, lithium-ion and nickel-metal-hydride drycell batteries, and 9) small sealed household lead-acid batteries, 10) propane tanks. Additional HHW also may be recycled.

J. Latex Paint Management

The Contractor will process, or arrange for processing of, latex paint for recycling if feasible. Any paint that is not recycled must be disposed at a TSDF. The Authority may seek to find a location within the Town of North Hempstead where paint can be reused or recycled, if this is found the Contractor must utilize that location at no additional cost to them other than delivery. The Proposer is given the option to decide the method of paint collection, such as via bulk collection into 55-gallon drums or collection in original containers, which are then placed into palletized cubic yard containers. However, if the Authority finds a location for the reuse or recycling of paint that would require the sorting of paint prior to bulking or the sorting and collection of paint in the original containers, The Contractor may be asked at any time to alter their collection methods in accordance with these requirements.

K. Reporting Requirements

The Authority shall receive from the Contractor within five (5) days of each Drop-Off Day or S.T.O.P. Day the data set forth below ("Collection Day Report"). The Authority may assess liquidated damages for each day that a Drop-Off Day or S.T.O.P. Day Report is late (see below). The Drop-Off Day or S.T.O.P. Day Report would include, without limitation, the following information and documentation:

1. Copies of manifests, weight slips or other DEC-approved shipping documents used in transporting HHW collected at the Collection Sites to the Contractor's facility or any other intermediate or final disposal location.

2. Quantities collected of each of the following: antifreeze (gallons); used oil (gallons); motor oil filters (pounds) automotive batteries (# of batteries); household batteries – Standard Alkaline; household batteries – Nickel Cadmium (pounds); household batteries –rechargeable Alkaline (pounds); household batteries – rechargeable Lithium-Ion (pounds); household batteries – non-rechargeable Lithium-Ion (pounds); household batteries – Nickel-Metal-Hydride (pounds); household batteries – Small Sealed Lead (pounds); latex paint (gallons); consolidated paint (gallons); other paint (gallons); other paint – oil-based (gallons); other paint – lead based (gallons); other paint – stains & thinners (gallons); pesticides (solids); pesticides (liquids); fluorescent bulbs (pounds); asbestos (pounds); Mercury containing devices/waste (pounds); bulk Mercury - liquid (pounds); other HHW solids (pounds); other HHW liquids (gallons); miscellaneous solid waste (pounds); total drums (# of drums); Propane Tanks (# of tanks) Residential Sharps (pounds).

3. Number and size of shipping containers, and quantity of HHW by weight, excluding weight of shipping containers, of all other categories of waste listed on the manifests or other shipping documents, in addition to those items listed above.

L. Prevailing Wage Requirements

Each bidder is advised that the services and the Contract is and will be subject to the requirements of Article 9 of the New York Labor Law and all laborers and mechanics used to perform the services must be paid prevailing wages. The applicable prevailing wage schedule is attached to this Bid. All bidders must take this schedule into consideration in formulating their bids. See General Condition No. 15 for further terms and conditions.

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SECTION IV – GENERAL INFORMATION AND BID REQUIREMENTS

A. Authority's Goals and Objectives for this Bid

The Authority's goals and objectives for the Bid are:

- Safely collect HHW from Town of North Hempstead Residents, but exclude hazardous waste generated by businesses and institutions.
- Minimize waiting time for Residents who line up to drop-off their HHW.
- Recycle collected HHW to the maximum extent feasible, and safely dispose of non-recycled HHW.

B. Bidder's must submit along with their Bid a description that addresses the following items:

1. Understanding of the Project

Briefly discuss the Bidder's understanding of Project intent, familiarity with the collection and management of HHW (especially in the context of a Long Island township area such as Town of North Hempstead), and describe any anticipated problems along with proposed solutions.

2. Mobilization and Site Set-Up Plan

- Set forth a plan for preparing each Site for each Drop-Off Day pursuant to Detailed Scope of Work Section. This Plan should identify the time of day on each Drop-Off Day that Site set-up will commence; all equipment, materials, and supplies that will be provided by the Contractor at the Sites; and should include an approximate site sketch which fixes the anticipated placement of equipment, materials, and supplies, receiving lines, and work areas where waste will be received, sorted, packaged, and stored. Sample sites previously used by the Authority are included as Exhibits. Actual placement may vary depending on the configuration of each Site.
- Describe and demonstrate the effectiveness of measures that the Bidder will take to minimize noise (e.g., from dropping of drums on pavement) during Site mobilization and demobilization which might disturb adjacent neighbors.

3. HHW Acceptance Plan

Set forth a plan for receiving HHW from Participants pursuant to Detailed Scope of Services Section. The plan should include the following.

- A statement indicating whether or not the Bidder would deem any material(s) in addition to the materials listed in the Detailed Scope of Services Section as acceptable HHW and, if so, identification of each such material and an explanation of the Bidder's position.
- A statement indicating whether or not the Bidder would deem as unacceptable or would only accept under certain conditions any acceptable HHW material(s) listed in Detailed Scope of Services Section, and if so, identification of each such material and an explanation of the Bidder's position.
- Description and demonstration of the effectiveness of the procedures that will be utilized for each of the following:
 - (i) Accepting HHW from Participants.
 - (ii) Moving accepted HHW to sorting areas.
 - (iii) Ensuring that only HHW, as defined in the Contract, is accepted.
 - (iv) Identifying the hazard classifications of accepted wastes.
 - (v) Providing instructions, and a detailed description of the specific instructions that will be provided to Participants on the proper disposal of wastes rejected by the Contractor including, but not

limited to, explosives (with the possible exception of propane tanks), infectious waste (with the possible exception of residential sharps), and other dangerous but unaccepted wastes; and for identifying and handling unlabeled or otherwise unknown wastes.

4. Packaging, Labeling, Loading, and Removal Plan

Set forth a plan, pursuant to the Bid requirements for packaging, labeling, loading, and removing HHW in compliance with all federal, state and local laws, rules and regulations). The plan should include the following:

- Specification of which categories of HHW appearing on the manifests will be bulked, which will be lab-packed, and which will be containerized.
- Detailed description of the methods for labeling, recording, manifesting, and loading HHW into the Bidder's vehicle(s) for removal from each Site

5. Site Demobilization (Close Down) and Restoration Plan

Set forth a plan for closing down and restoring each Site to its original condition. The plan should include the following:

- Detailed description and demonstration of the effectiveness of the Site security measures and other precautions that will be undertaken in the event that an emergency or unforeseeable circumstance precludes full restoration of each Site by 6:00 PM on each Drop-Off Day, including security procedures if a situation arises that requires collected HHW to be stored overnight at any Site, or if the Authority schedules a weekend two-day collection.

6. Health and Safety Plan

Set forth a Health and Safety Plan that describes in detail and demonstrates the effectiveness of the health, safety, spill prevention and control, contingency, emergency and security measures that will be taken at each Site to adequately protect human health and safety (including the significant number of participants that may arrive at the Sites on foot or by bicycle), and the environment, each to the fullest extent possible, from hazards associated with the Drop-Off Day.

7. Waste Management Plan

Set forth a Waste Management Plan that specifically identifies the method the Bidder will utilize for managing collected HHW (e.g., reuse, recycle, treat, incinerate, landfill), and final destinations of all collected wastes, including unlabelled or otherwise unknown wastes. The Plan should include the following:

- Indication of which HHW will be reused, which will be recycled, which will be burned for energy recovery, which will be treated (specify if treatment is

incineration), and which will be landfilled. (HHW sent for fuel blending should be categorized as energy recovery, and not recycling. Only re-refining of used motor oil can be categorized as used oil recycling.)

- For each type of HHW intended to be accepted for reuse or recycling, a brief description of the reuse or recycling method. For example, if fluorescent tubes are to be recycled, describe what the recycling will entail (e.g., what will happen to the glass, ballasts, and Mercury). Likewise, for electronics and mobile phones, describe what will happen to the various types of electronic equipment accepted pursuant to the Detailed Scope of Work Section, including what equipment, if any, will be marketed for reuse, refurbishing, recycling, or disposal at a Hazardous Waste Treatment, Storage or Disposal Facility (a "TSDf"), and what this reuse, refurbishing or recycling will entail. If the Bidder intends to recycle latex paint, include a detailed description of how latex paint will be handled, sorted, packaged (e.g., bulked into 55-gallon drums or kept in original containers and placed into a palletized cubic yard container), tested, processed, and otherwise prepared for acceptance by the paint recycling facility(ies) the Bidder has identified.

8. Use of Authorized Facilities or Service

- Identify each reuse, recycling, temporary storage, energy recovery, treatment and disposal facility to which the Bidder intends to send collected HHW and for each such facility provide the following information:
 - (i) The type(s) of wastes that will be sent
 - (ii) The facility address (plus mailing addresses if different) and phone number, contact person name, title and phone number
 - (iii) Insurance coverage limits
 - (iv) Closure insurance limits
 - (v) Contact person and phone number for the environmental regulatory agency with jurisdiction over each facility
 - (vi) If a TSDf, the EPA Identification Number and copies of current operating permits, including a listing of those wastes that the TSDf is currently permitted to receive.

9. Drop-Off Day Reports

Describe and demonstrate the effectiveness of the methods that the Bidder will employ in order to ensure generation of Drop-Off Day Final Reports and submission of required Certifications within the time frames set forth in the Scope of Services.

E. Security

a. Bid Bond

Bidders must provide, upon submission of a bid, by a Certified check or Bid Bond payable to the Authority for not less than \$5,000.00. If checks are submitted, all checks (except those of the three lowest bidders) will be returned as soon as practicable after Bid opening. Checks of the three lowest bidders will be returned as soon as practicable after the Award of Contract (or rejection of Bids) but the Authority will not retain them more than forty-five (45) days after opening of Bids, except by mutual agreement.

b. Irrevocable Letter of Credit

1. As security for its performance of the Agreement, the Company shall deliver to the Authority and the Authority shall receive within 30 days of the Commencement Date an originally executed Irrevocable Letter of Credit ("ILOC") in the amount of \$25,000 US Dollars from a bank licensed to do business in New York State with an office in the City, naming as beneficiary the Authority, 802 West Shore Road, Port Washington, New York, 11050, Attention: Executive Director.

2. Failure to produce the required ILOC within the specified period, as described above, may result in the revocation of the Contract award.

3. The ILOC shall be in a form acceptable to the Authority and shall substantially conform with the exemplar provided herein.

4. The Contractor shall maintain the ILOC in effect for the entire Term of the Agreement and for no less than 90 consecutive calendar days following the termination of the Agreement, as security payment of all sums due the Authority under the Agreement, including, without limitation, Liquidated Damages, additional costs incurred by the Authority with interest and the repeated failure to accept Special Waste or Hazardous Waste in accordance with the terms of the Agreement.

5. The ILOC must provide that the Authority can immediately withdraw, without notice to the Company, any amount (a) owed to the Authority after the Contractor defaults in paying the amount or (b) charged to the Town resulting from a Contractor default under the Contract, by presenting a sight draft for said amount, the ILOC, and a written request for withdrawal from the Executive Director or the Executive Director's designee.

6. Upon receipt of notification by the Authority that the Authority has drawn down the ILOC, the Company shall restore the ILOC to the required amount within 10 business days.

7. The Company's failure to restore the required amount of the ILOC within 10 business days after receiving notice that the Authority has drawn it down, shall be considered an act of Default, and the Authority may terminate the Agreement.

8. In the event that the Irrevocable Letter of Credit is scheduled to expire prior to the Termination Date, the ILOC shall be renewed or replaced no later than sixty

(60) days prior to the expiration date of the ILOC, and any failure to so renew or replace the ILOC shall give the Authority the right to draw down the ILOC in full.

9. The Company shall, within two weeks of written notice from the Authority, cause the amount of the Irrevocable Letter of Credit to be raised to the new amount required after an Adjustment for Inflation.

F. Invoicing

Within 90 calendar days after each Drop-Off Day and S.T.O.P. Day, Contractor shall submit to the Authority one original and four copies of an itemized invoice, substantially in the form of the invoice attached hereto as Exhibit F.

In addition to the information provided pursuant to the reporting requirements, above, and as a prerequisite for payment of invoices, the Contractor would submit with each invoice:

1. Written confirmation that all HHW from HHW Drop-Off Days or S.T.O.P. Days was delivered by the Contractor to facilities where the HHW is either stored, reused, recycled, treated, or disposed as specified in the Contract.
2. A certification ("Certification") signed by an authorized representative of the site of final disposition for all HHW accepted by the Contractor, which contains the company name, address, and EPA Identification Number if one has been assigned for each such site of final disposition.

For example, if household batteries received at an HHW Drop-Off Day or S.T.O.P. Day Site are removed by the Contractor for temporary storage before shipment to a recycling or disposal facility, the Certification provided within 90 days would be from the facility where the household batteries are actually recycled into raw materials to be used for a production process, or from the TSDF where the batteries are ultimately disposed, in accordance with the Contractor's Authority-approved Waste Management Plan.

Each invoice should be accompanied by the Tally Sheet (see Attachments E1 and E2) signed by the Authority and that records the number of Participants served, as well as documentation that collected HHW received by the recycling and hazardous waste disposal destinations authorized by the Authority.

The Authority will pay any agreed to Contracted Site-Set Up/Close-Down price per Drop-Off Day or S.T.O.P. Day contained in the Contract for any scheduled Drop-Off Day or S.T.O.P. Day cancelled by the Authority less than 24 hours before such Drop-Off Day or S.T.O.P. Day.

G. Liquidated Damages

In the event that the successful Contractor fails to perform its undertaking pursuant to the Contract, the actual damages to the Authority and residents of the Town are difficult, if not impossible, to ascertain. Accordingly, all bidders agree that in addition to the remedies available to the Authority in the Bid Document or the Contract, or those prescribed by law, in the event that the Contractor is found to be in breach of the Contract and liable for loss or damage

occasioned by the breach, the Contractor's liability shall be twenty percent (20%) of the total amount to be paid to the Contractor during the initial Contract Term.

H. Penalties

In the event that the Contractor is found, by the Executive Director of the Authority, to have improperly collected, handled and/or disposed of HHW, or of any violation of Section III or Subsections A-F of this Section, Contractor shall pay the Authority a penalty as follows, which penalty shall be deducted from the next payment due to the Contractor:

- \$200 per day for each day that the invoice with documentation is late.
- \$200 per day for each day that a HHW Drop-Off Day or S.T.O.P. Day Report is late.
- \$1,000 for each HHW Drop-Off Day or S.T.O.P. Day Event Site set-up not completed prior to 9:00 AM on the day of the event.
- \$1,000 for each HHW Drop-Off day or S.T.O.P. Day Event Site not fully restored to its original condition prior to 6:00 PM on the day of the event.
- \$2,000 for each HHW Drop-Off day or S.T.O.P. Day Event Site the Contractor fails to service.
- In the event that the Contractor fails to provide the authorized number of staff for each HHW Drop-Off Day or S.T.O.P. Day event, \$200 will be assessed per absent staff member.
- \$500 for each invalid participant admitted to the special waste or permanent HHW waste site.

The above penalties shall be in addition to any other available remedies under the law and shall be deducted from Contract payments. A penalty shall not be applied without notice given to the Contractor in accordance with the Contract. Contractor shall be afforded an opportunity to respond within seven (7) business days of the date the notification is mailed or personally delivered.

Monetary penalties shall be considered a final determination when assessed by the Executive Director. Assessment of a penalty may be reviewed solely in a proceedings pursuant to Article 78 of the New York Civil Practice Law and Rules.

SECTION V – CONTRACT

Upon award, the successful contractor and the Authority will execute the Form of Contract attached to the end of this Bid. The fully-executed Form of Contract together with the Bid Documents shall form the Contract between the Authority and the successful Contractor.

SECTION VI – BID SHEET

The following Bid Sheet must be completed and submitted with each bid:

FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF ALL HOUSEHOLD HAZARDOUS WASTES IN CONNECTION WITH THE TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY’S HHW DROP-OFF DAYS OR S.T.O.P. PROGRAM

TO THE TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY:

Pursuant to an in compliance with the Bid Documents, the undersigned hereby proposes to furnish all vehicles, equipment, implements, labor and services necessary, and will collect, segregate, handle, package, transport and dispose of household hazardous wastes in connection with the Authority’s HHW or S.T.O.P. programs at the prices set below.

Name of Bidder: _____
(Individual, firm or corporation as the case may be)

INFORMATION FOR BIDDER’S REGARDING THE FORMULATION OF THEIR BIDS.

The Authority is soliciting Bids for three distinct Pricing Options. The Authority reserves the right to choose the Pricing Option that is most advantage to the Authority in the selection of the winning Bidder, as well as after the Contract is awarded.

Pricing Option # 1, is a per event Lump Sum amount. Including, but not limited to, the Contractor’s full cost for mobilization, acceptance, demobilization, reuse, recycling and disposal of any and all materials accepted on the Drop-off Day or S.T.O.P. Day.

Pricing Option # 2, is an all-inclusive amount, including, but not limited to, the Contractor’s full cost for mobilization, acceptance, demobilization, reuse, recycling and disposal of any and all materials accepted on the Drop-off Day or S.T.O.P. Day, based upon the total number of Participants that dropped-off HHW on a Drop-off Day or S.T.O.P. Day.

Pricing Option # 3, is an all-inclusive amount, including, but not limited to, the Contractor’s full cost for mobilization, acceptance, demobilization, reuse, recycling and disposal of any and all materials accepted on the Drop-off Day or S.T.O.P. Day, based upon the total number of Full Car and Half Car Participants.

All bidders must propose to pay the same fee for mobilization and demobilization for all three pricing options.

BID PRICING OPTION # 1, LUMP SUM:

- A. Mobilization or Set Up Price Per Day \$ _____
- B. Price for Accepting, Disposing or Recycling Any and All HHW Materials Received from Participants per Drop-off Day or S.T.O.P. Day

\$ _____

C. Demobilization Price per Day \$ _____

D. Price Per Day* (A + B + C = D) \$ _____

*Note: If two Drop-off Days or S.T.O.P. Days are held in a row at the same location, then Mobilization and Demobilization (Cost A and Cost C) will only be billed once. However, if two Drop-Off Days or S.T.O.P. Days are held in a row at the same location, Cost B may be billed twice.

BID PRICING: OPTION # 2, PRICE PER PARTICIPANT:

Mobilization or Set Up Price Per Day \$ _____

Demobilization Price per Day \$ _____

1. Price per Participant - fewer than 200 Participants per event \$ _____

2. Price per Participant - 200 to 399 Participants per event \$ _____

3. Price per Participant - 400 to 799 Participants per event \$ _____

4. Price per Participant - 800 to 1,199 Participants per event \$ _____

5. Price per Participant - 1,200 to 1,499 Participants per event \$ _____

6. Price per Participant - 1,500 to 1,999 Participants per event \$ _____

7. Price per Participant - 2,000 or more Participants per event \$ _____

Note: For Option # 2, Line 4 will be used for purposes of comparing Bid Prices submitted by Bidders.

Note: If two Drop-off Days or S.T.O.P. Day are held in a row at the same location, then Mobilization and Demobilization will only be billed once.

BID PRICING: OPTION # 3, PRICE PER FULL CAR/HALF CAR

Mobilization or Set Up Price Per Day \$ _____

Demobilization Price per Day \$ _____

Note: If two Drop-off Days are held in a row at the same location, then Mobilization and Demobilization will only be billed once.

1. Price per Half Car - fewer than 200 Participants per event \$ _____

- 2. Price per Full Car - fewer than 200 Participants per event \$_____
- 3. Price per Half Car - 200 to 399 Participants per event \$_____
- 4. Price per Full Car - 200 to 399 Participants per event \$_____
- 5. Price per Half Car - 400 to 799 Participants per event \$_____
- 6. Price per Full Car - 400 to 799 Participants per event \$_____
- 7. Price per Half Car - 800 to 1,199 Participants per event \$_____**
- 8. Price per Full Car - 800 to 1,199 Participants per event \$_____**
- 9. Price per Half Car - 1,200 to 1,499 Participants per event \$_____
- 10. Price per Full Car - 1,200 to 1,499 Participants per event \$_____
- 11. Price per Half Car - 1,500 to 1,999 Participants per event \$_____
- 12. Price per Full Car - 1,500 to 1,999 Participants per event \$_____
- 13. Price per Half Car - 2,000 or more Participants per event \$_____
- 14. Price per Full Car - 2,000 or more Participants per event \$_____

Sum of Line 7 plus 8 above = \$_____

Note: For Option # 3, The Sum of Lines 7 and 8 will be used for comparing Bid Prices submitted by Bidders.

In awarding a bid, the Authority will chose the pricing option that provides for the most advantageous pricing structure for the Authority. The bidder will be bound to the option that the Authority chooses at the prices proposed by the Bidder.

GENERAL CONDITIONS

1. **APPLICABILITY** The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the Town of North Hempstead Solid Waste Management Authority (the "Authority") where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.
3. **NO ARBITRATION** Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the Authority's ethics code, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the Authority and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:
(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the Authority. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
 - (1) General Conditions.
 - (2) Bid Specifications.
 - (3) Bid Documents.
 - (4) Contractor's Bid/Proposal.

6. **DEFINITIONS**

AWARD is the decision of the Authority to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the Authority informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the Authority setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. For the purpose of this Request for Proposal, the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Authority of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a solicitation. The term Bidder shall also include the term "proposer" or "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID SPECIFICATION A written description drafted by the Authority setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the Authority and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the Authority and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity

Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Authority.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the Authority to properly test, install, operate and enjoy full use of the Product.

EXECUTIVE DIRECTOR The Executive Director of the Town of North Hempstead Solid Waste Management Authority.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Executive Director to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the Authority (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING DIVISION shall mean the Town of North Hempstead, Department of Administrative Services - Purchasing Division.

PURCHASE ORDER The Authority's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Executive Director may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TREASURER The Treasurer of the Town of North Hempstead Solid Waste Management Authority.

ASSISTANT TREASURER The Assistant Treasurer of the Town of North Hempstead Solid Waste Management Authority.

AUTHORITY shall mean the Town of North Hempstead Solid Waste Management Authority.

AUTHORITY ATTORNEY the Town Attorney of the Town of North Hempstead, as counsel to the Authority.

AUTHORITY BOARD shall mean the governing board of the Authority.

BID SUBMISSION

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Executive Director reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID/PROPOSAL SUBMISSION** All Bids/Proposals are to be packaged, sealed and submitted to the location stated in the Bid/Proposal Specifications. Bidders/Proposers are solely responsible for timely delivery of their Bids/Proposals to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid/Proposal return envelope, if provided with the Bid Specifications, should be used with the Bid/Proposal sealed inside. If the Bid/Proposal response does not fit into the envelope, the Bid/Proposal envelope should be attached to the outside of the sealed box or package with the Bid/Proposal inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's/Proposer's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids/Proposals must have a label on the outside of the package or shipping container outlining the following information:

“BID/PROPOSAL ENCLOSED (bold print, all capitals)

- Bid/Proposal Name
- Bid/Proposal Number
- Bid/Proposal Submission date and time”

In the event that a Bidder/Proposer fails to provide such information on the return Bid/Proposal envelope or shipping material, the Authority reserves the right to open the shipping package or envelope to determine the proper Bid/Proposal number or Bid/Proposal Name, and the date and time of Bid opening. Bidder/Proposer shall have no claim against the Authority arising from such opening and such opening shall not affect the validity of the Bid/Proposal or the procurement.

Notwithstanding the Authority’s right to open a Bid/Proposal to ascertain the foregoing information, Bidder/Proposer assumes all risk of late delivery associated with the Bid/Proposer not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids/Proposals must be signed by a person authorized to commit the Bidder/Proposer to the terms of the Bid Documents and the content of the Bid (offer).

9. **LATE BIDS/PROPOSALS** For purposes of Bid openings held and conducted by the Purchasing Division, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the Town of North Hempstead, Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authority. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authority shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Executive Director.

10. **BID/PROPOSAL CONTENTS** Bids/Proposals must be complete and legible. All Bids/proposals must be signed. All information required by the Bid Specifications must be supplied by the Bidder/Proposer on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Executive Director or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder’s/Proposer’s response portion of the Bid Document must be initialed by an authorized representative of the Bidder/Proposer. Bidders/Proposers are cautioned to verify their Bids/Proposals before submission, as amendments to Bids or requests for withdrawal of Bids/Proposals received by the Executive Director after the time specified for the Bid opening/date of submission of Bid, may not be considered.

11. **EXTRANEOUS TERMS** Bids/Proposals must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid/Proposal non-responsive and may result in rejection of the Bid/Proposal.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless the Executive Director expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. **CONFIDENTIAL/TRADE SECRET MATERIALS** Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as “confidential” or “proprietary” on its face or in the document header or footer shall not be considered by the Executive Director to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. **RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. **FREEDOM OF INFORMATION LAW** During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the

competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Executive Director to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Executive Director reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

A. **“Public Works” and “Building Services” - Definitions**

i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The Authority, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. **Wage Rate Payments / Changes During Contract Term**. The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. **Public Posting and Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authority that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

E. **Day’s Labor** Eight hours shall constitute a legal day’s work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. “Extraordinary emergency” shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Executive Director of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

16. **Reserved.**

17. **TAXES**

A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

- B. Purchases made by the Authority are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.
- C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.
- D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

18. **PRODUCT REFERENCES**

- A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.
- B. **“Or Equal”** In all Bid Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Executive Director’s decision as to acceptance of the Product as equal shall be final.
- C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. **PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. **PRICING**

- A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Executive Director, such unit pricing is obviously erroneous.
- B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.
- C. **“No Charge” Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid “no charge” on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Executive Director.
- D. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.
- E. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the Executive Director.
- F. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Executive Director, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:
- (i) GSA Changes: Where Authority Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
 - (ii) Commercial Price List Reductions: Where Authority Net Prices are based on a discount from Contractor’s list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
 - (iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the Authority. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. **DRAWINGS**

A. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Executive Director, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. **Standard Practices** In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard Authority practices. The following practices may be supplemented or modified, in writing, by the Executive Director.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Authority.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the Authority. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard Authority practice; (d) Have a cover with content and format which shall conform to current Authority practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current Authority practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on Mylar, or be an accurate photographic Mylar reproduction of any work originally done in pencil; (iv) Be of the following size:

(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the Executive Director.

(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the Executive Director.

(c) CADD generated drawings shall be plotted on Mylar reproducibles and the CADD files shall be additionally provided to the Authority on disc in a format acceptable to the Authority.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. **Ownership of Documents** All completed original tracings and the original master specification sheets shall constitute the property of the Authority but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the Executive Director. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the Executive Director.

C. **Surrender of Documents** Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the Executive Director (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. **Drawings Submitted During the Contract Term** Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authority's representative and shall be in accordance with the requirements set forth in Section 22(A).

E. **Accuracy of Drawings Submitted** All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the Executive Director. Neither the Authority's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the Authority provided for in the Contract are in addition to any other rights and remedies provided by law.

F. **Claims** In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the Authority any and all assistance, which the Authority may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. **LABORATORY WORK** If any portion of work being Bid is subject to laboratory testing, the following shall apply:

A. Any and all testing work required under this Contract shall be subject to the approval of the Executive Director prior to undertaking any such testing program.

B. The Executive Director will determine if it is in the best interests of the Authority to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

D. If private testing laboratories are used, the Contractor shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Executive Director and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. **Bidder Supplied Samples** The Executive Director reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Executive Director during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Executive Director as to the return of the sample (*i.e.*, mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Executive Director may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Executive Director) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Executive Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Executive Director may reject the Bid. If an award has been made, the Executive Director may cancel the Contract at the expense of the Contractor.

E. **Testing** All samples are subject to tests in the manner and place designated by the Executive Director, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDENCE WITH THIS SECTION. THE AUTHORITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The Executive Director reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Executive Director determines the best interests of the Authority will be served. The Executive Director, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the Executive Director reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Executive Director to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Executive Director may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating

that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Executive Director reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Executive Director determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Executive Director may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD The Executive Director reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The Executive Director reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Executive Director, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Executive Director.

35. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by and between the Authority and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Executive Director and Contractor.

The Contractor may, however, offer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Executive Director by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authority than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the Authority unless authorized by the Executive Director. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the Authority's subsequent acceptance of Product, or that the Authority has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The Executive Director reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Executive Director may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The Authority will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the Authority. ***The Authority retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the Authority from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the Authority, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the Authority reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Authority in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Executive Director, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authority. Unless terminated or cancelled pursuant to the authority vested in the Authority, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Executive Director must bear the appropriate Contract number. As deemed necessary, the Authority may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The Authority reserves the right to require any other information from the Contractor which the Authority deems necessary in order to complete any Purchase Order placed under the Contract. Should the Authority add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authority, or fulfill the Purchase Order. Notwithstanding the above, the Authority reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within *thirty calendar days* after receipt of a Purchase Order by the Contractor.

The decision of the Executive Director as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Executive Director, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authority. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Executive Director's discretion, the Contract.

The Authority further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the Authority. The Contractor shall promptly reimburse the Authority for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the Authority for the difference in cost where the cost of the purchase is less than that provided in the Contract.

41. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by the Authority, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the Authority). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the Authority where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authority shall govern.

42. SHIPPING/RECEIPT OF PRODUCT

- A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authority unless otherwise specified in the Contract documents.
- B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the Authority or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authority's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.
- C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authority. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authority until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authority personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Executive Director.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authority. If shrinkage occurs which exceeds that normally allowable in the trade, the Authority shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authority.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Executive Director to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authority. Unless otherwise specified, any substitution of Product prior to the Executive Director's written approval may be cause for cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authority within ten calendar days of notification of rejection by the Authority. Upon notification of rejection, risk of loss of rejected or non-conforming Product

shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authority shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authority for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

B. Work shall be performed to cause the least inconvenience to the Authority and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.

C. The Contractor shall be responsible for daily clean up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times.

D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the Authority. Burying or burning of any material will not be permitted.

E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Authority. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Executive Director. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the Executive Director, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authority. The Executive Director reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authority's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Executive Director reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Authority. Failure to obtain consent to assignment from the Authority shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Executive Director and seek written agreement from the Executive Director. The Executive Director reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the Executive Director, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the Executive Director has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the Authority except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the Authority with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The Executive Director reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the Executive Director determines that the company is not qualified; the Executive Director determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The Executive Director reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Authority Attorney. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The Executive Director, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authority. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on Authority spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Executive Director issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. **By written notice:** This Contract may be terminated at any time by the Authority upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The Authority will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the Authority's Treasurer or Assistant Treasurer. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination.

Contractor shall use due diligence and provide any outstanding deliverables.

B. This Contract may be terminated at any time by the Authority for cause upon ten (10) days written notice to the contractor. Termination under this section shall serve to terminate any project or purchase order that has been issued under this contract prior to the date of termination. If work is performed under such project or purchase order, The Authority shall not be obligated to provide payment for such work.

C. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Executive Director reserves the absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Executive Director may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

D. **For Violation of Revised Tax Law 5a:** The Executive Director reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Executive Director may exercise its termination right by providing written notification to the Contractor.

E. **Contractor Assistance Upon Termination.** In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the Authority to assist the Authority in transitioning the Contractor's responsibilities under the Contract.

F. **Accounting Upon Termination.** Within thirty (30) days of the termination of the Contract, the Contractor shall provide the Authority with a complete accounting up to the date of termination of all monies received from the Authority, and shall immediately refund to the Authority any unexpended balance remaining as of the time of termination.

G. **Reimbursement Upon Termination.** Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the Authority pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Executive Director in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Executive Director with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Executive Director shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Executive Director to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Executive Director where the delay or failure will significantly impair the value of the Contract to the Authority, the Executive Director may:

A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the Authority with respect to Product subjected to allocation; and/or

- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the Authority; or
- C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Executive Director reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the Authority in order to receive payment. None of the Contract amount shall be paid by the Authority except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the Authority.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the Authority, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the Authority is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the Authority supporting the amount claimed, and review, approval and audit of the Claim Form by the Authority.

ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the Authority's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 55 shall not be due and payable by the Authority.

iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the Authority.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the Authority from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Treasurer or Assistant Treasurer shall render payment for Authority purchases, and such payment shall be made in accordance with ordinary Authority procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Executive Director from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

D. Contractor shall provide, upon request of the Executive Director or the Treasurer or Assistant Treasurer, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Executive Director or Treasurer or Assistant Treasurer and in a media commercially available from the Contractor.

58. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Executive Director may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Executive Director is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Executive Director may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Executive Director, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Executive Director. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Authority promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authority in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the Authority may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authority promptly by the Contractor or deducted by the Authority from payments due or to become due the Contractor on the same or another transaction.

E. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authority from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authority the amount of such claim or portion of the claim still outstanding, on demand. The Executive Director reserves the

right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the Authority with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authority.

60. INDEPENDENT CONTRACTOR The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Authority except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the Authority, as necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the Authority. Contractor hereby warrants and represents:

- A. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
- B. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Authority under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authority for any loss, damages or actions arising from a breach of said warranty without limitation.
- C. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Executive Director that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the Executive Director. Failure to do so may constitute grounds for the Executive Director to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Executive Director.
- D. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authority. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authority and pass through the manufacturer's

standard commercial warranty to the Authority at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. **Replacement Parts Warranty** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the Authority shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authority and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. **Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. **Workmanship Warranty** Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

I. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Executive Director that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Executive Director. Failure to comply or failure to provide proof may constitute grounds for the Executive Director to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Executive Director. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the Authority or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

B. Any and all Contracts made with the Authority or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the Authority without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the Authority for goods delivered or work done prior to the cancellation or termination shall be paid.

65. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or sub-contractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the Authority may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the Authority, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the Authority Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the Authority, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the Authority's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the Authority).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the Authority thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: Authority and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the Authority;

(ii) shall, upon the Authority's demand and at the Authority's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the Authority in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the Authority beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the Authority shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required Authority approvals have been obtained, including, if required, approval by the Authority Board, and (B) the Contract or Purchase Order has been executed by an authorized representative of the Authority

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE AUTHORITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions contained in the Bid Documents.
3. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF _____%, IF ANY.**
4. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
5. that said Bidder is not in arrears to the Town of North Hempstead or the Authority upon debt or contract and is not in default as surety or otherwise upon any obligation to the Town of North Hempstead or the Authority;
6. That no officer or employee of the Town or the Authority is, or shall become interested, whether directly or indirectly, as a contracting party in this bid or the performance of the contract, or in the supplies, materials or equipment, and the work or labor to which it relates, or in any portion of the profits thereof;
7. That the Bidder has surveyed the locations and has satisfied itself as to the nature and location of the buildings to be serviced, the kind and extend of equipment and other facilities needed for the performance of the Contract, the general and local conditions, and all other items which may in any way affect the contract or its performance; and
8. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents; and
9. That he/she will, if his/her Bid/Proposal is accepted, enter into, within ten (10) days of a Notice of Award, a Contract with the Authority pursuant to the terms and conditions set forth in the Bid Documents at the bid prices stated in the Bid Documents and shall provide the Authority with the certificates of insurance required by the Bid Documents, the ILOC and any other documentation required by the Bid Documents.
10. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the Bod Documents throughout the term of the Contract.
11. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

Yes **No**

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on
this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Authority that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Authority.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Authority or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Authority.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Authority.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE AUTHORITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) _____ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

(Notary Public)

My Commission expires: _____

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:	_____
_____	_____
Bidder's Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Bidder's Federal Tax Identification # (Do Not Use SS#)
_____	_____
Address	Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Authority in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Authority has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):

Policy Number(s):

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

***Town of North Hempstead Solid Waste Management Authority
Attn: Counsel to the Authority
220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030***

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

_____ Dated _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding. Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<p><input type="checkbox"/> <u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.</p> <p>ACKNOWLEDGEMENT:</p> <hr/>
--

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE AUTHORITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Exhibit A – North Hempstead Beach Park

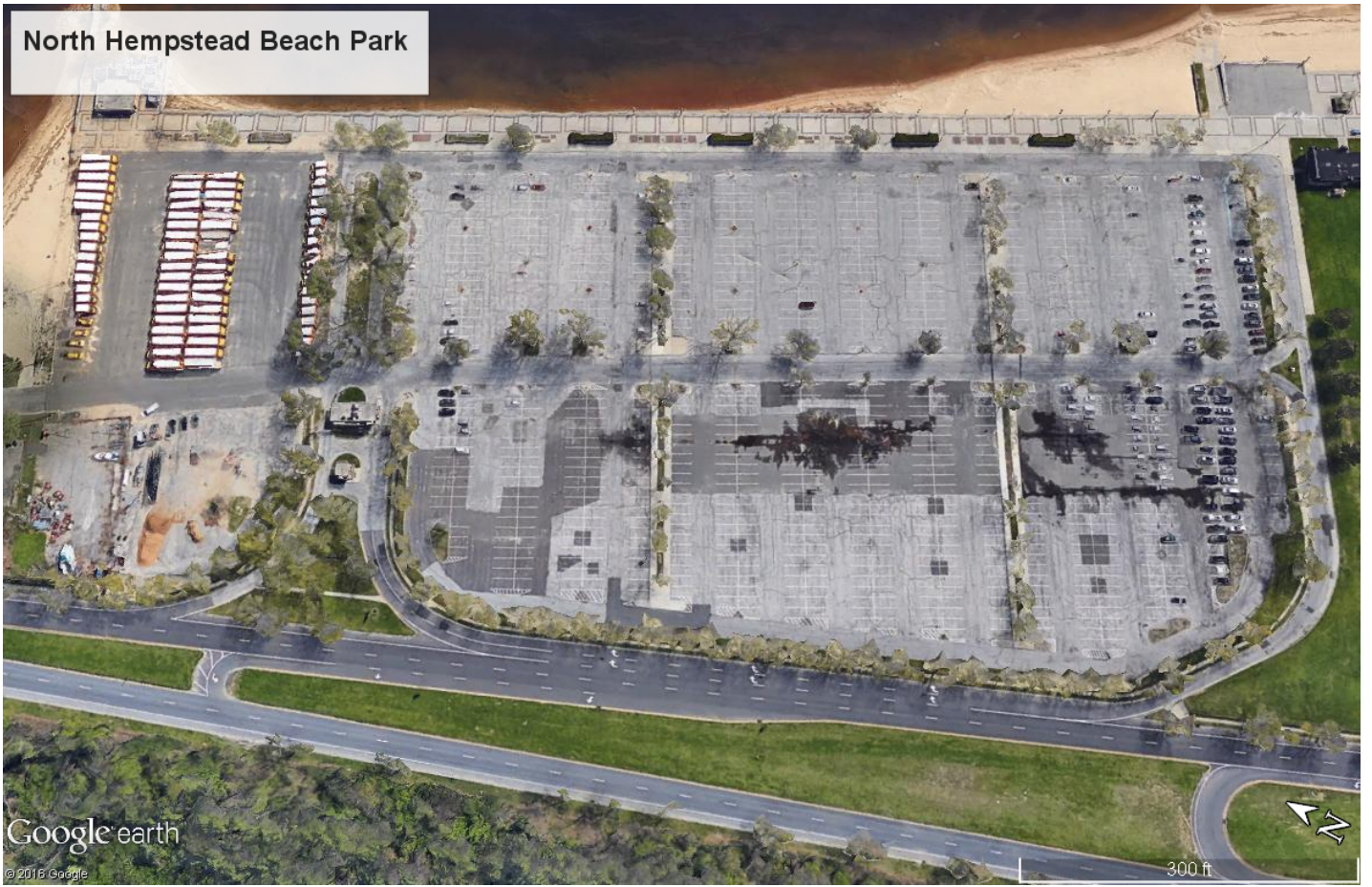


Exhibit B – Westbury High School

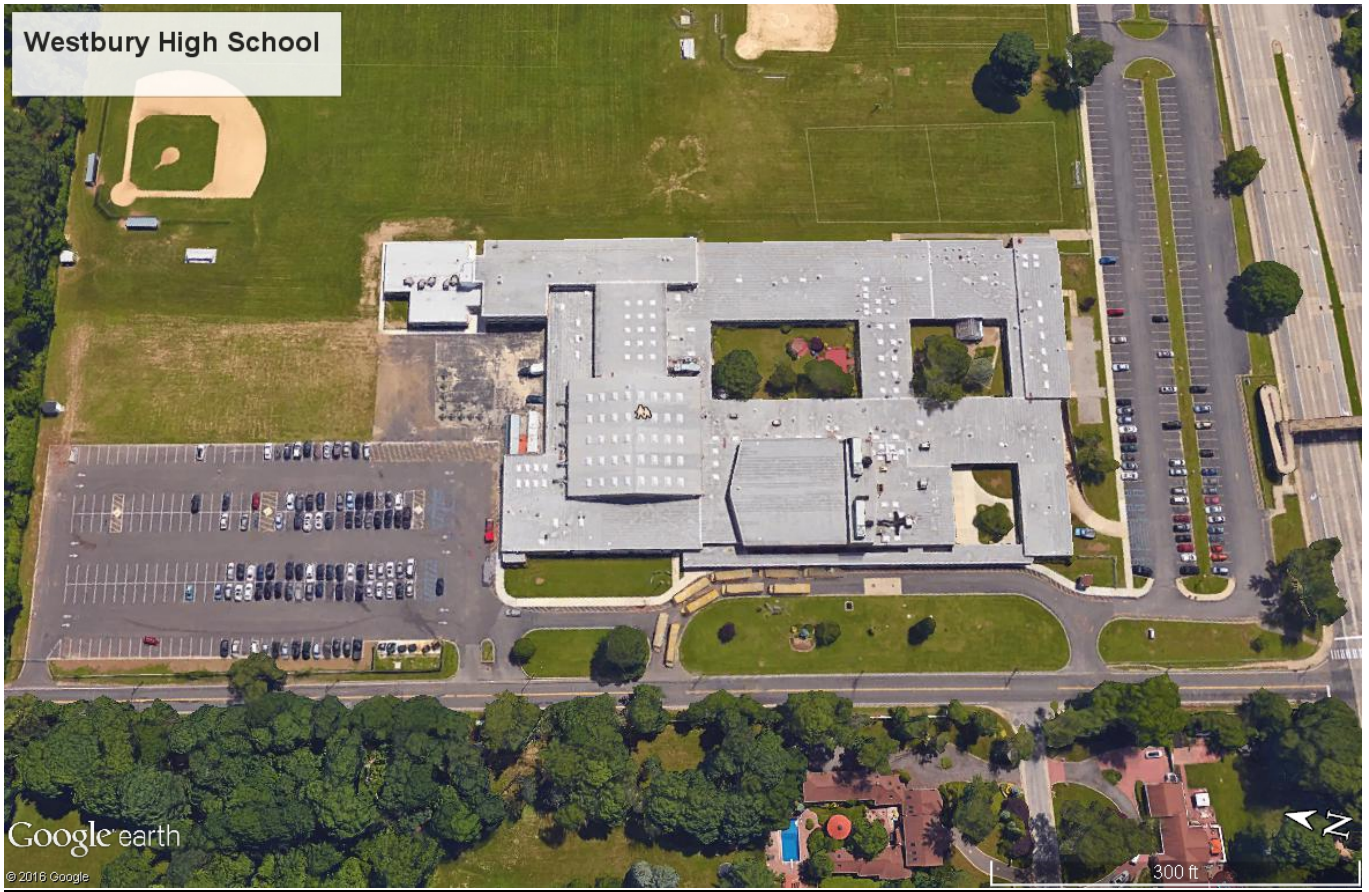


Exhibit C – Michael J. Tully Park

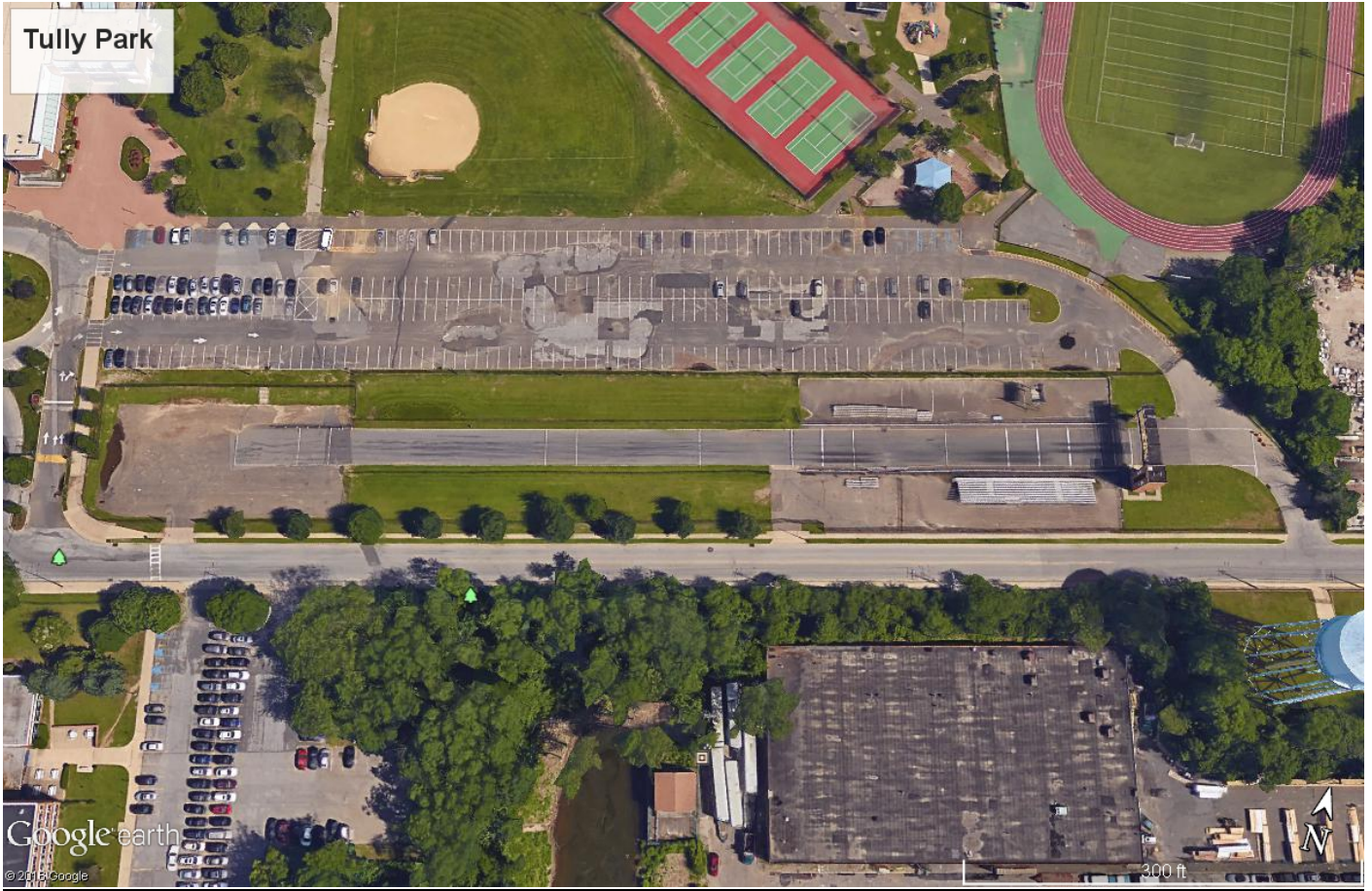


Exhibit D – Transfer Station

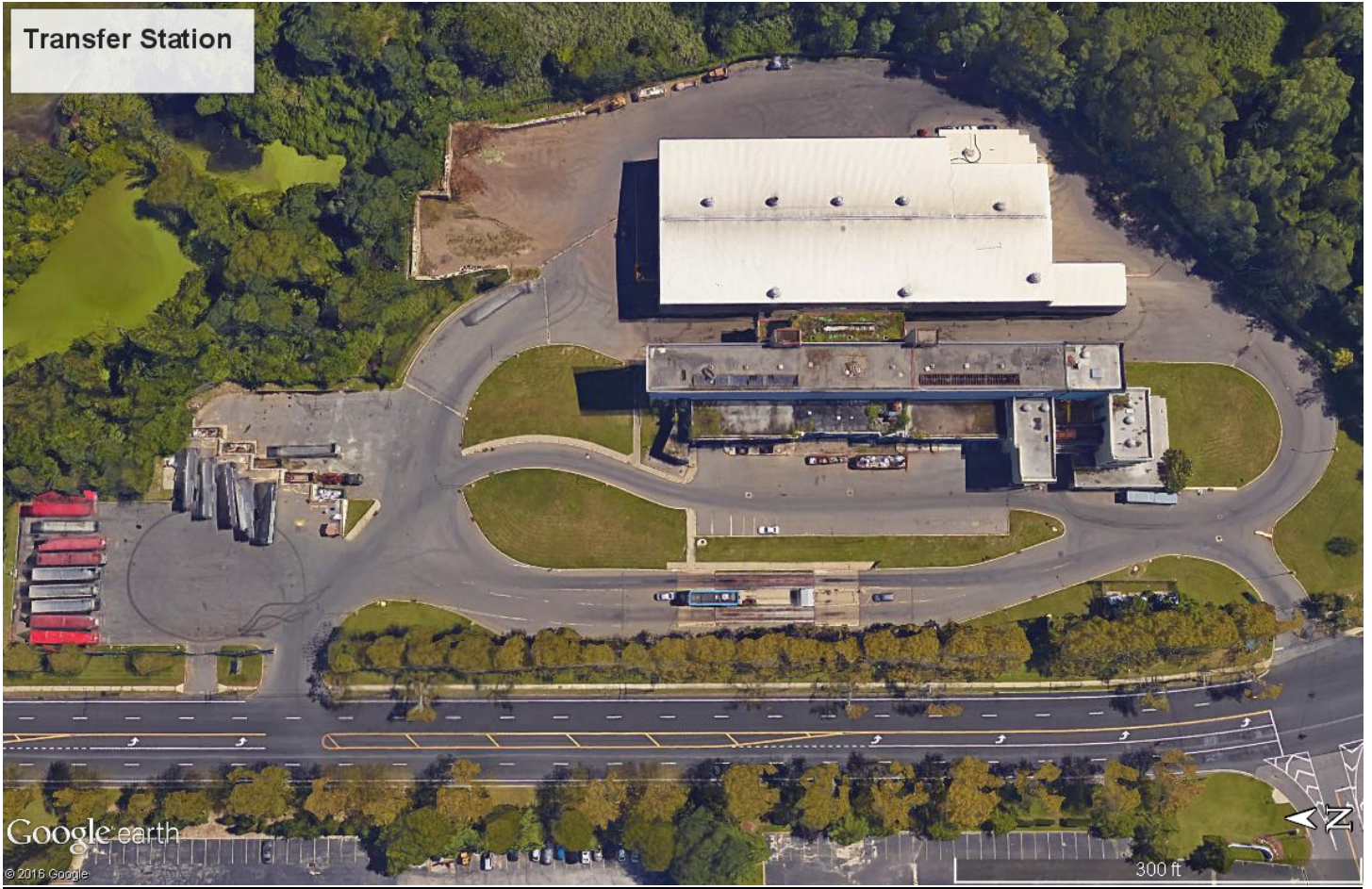


Exhibit E-1

PRICE PER PARTICIPANT

TALLY SHEET FOR DAY OF EACH EVENT

HHW Drop-Off Days or S.T.O.P. Days - Price per Participant Option

Day and Date of Event: _____

Location: _____

Total Number of Participants: _____

Reviewed and Approved by Company Representative: _____

Please Print Clearly

Signed by Company Representative: _____

Reviewed and Approved by Authority Authorized Representative: _____

Please Print Clearly

Signed by Authorized Authority Company Representative: _____

Exhibit E-2

PRICE PER FULL CAR/HALF CAR

TALLY SHEET FOR DAY OF EACH EVENT

HHW Drop-Off Days or S.T.O.P. Days - Price per Full Car/Half Car Option

Day and Date of Event: _____

Location: _____

Total Number of Half Car Participants: _____

Total Number of Full Car Participants: _____

Reviewed and Approved by Company Representative: _____

Please Print Clearly

Signed by Company Representative: _____

Reviewed and Approved by Authority Authorized Representative: _____

Please Print Clearly

Signed by Authorized Authority Company Representative: _____

Exhibit F – Forms of Invoices

Sample Invoice - HHW Drop-Off Days – Pricing Option # 1: Lump Sum

Authority Contract #: TNH _____ Authority Purchase Order #: _____

Authority Purchase Order Amount: _____

Contractor Invoice #: _____

Contractor Invoice Date: _____

Contractor Invoice Amount: _____

Authority Purchase Order Balance minus this Invoice: _____

Company/Organization Name: _____

Address: _____

TAX ID# _____

The Date the work invoiced was started and completed: _____

HHW Collection Location _____

HHW Drop-Off Day Date(s): _____

E. Mobilization or Set Up Price Per Day \$ _____

F. Price for Accepting, Disposing or Recycling Any and All HHW Materials Received from Participants per Drop-off Day

\$ _____

G. Demobilization Price per Day \$ _____

H. Price Per Day * (A + B + C= D) \$ _____

If two Drop-off Days are held in a row at the same location, then Mobilization and Demobilization will only be counted once.

Sample Invoice - HHW Drop-Off Days – Pricing Option # 2: Per Participant

Authority Contract #: TNH_____ Authority Purchase Order #:_____

Authority Purchase Order Amount:_____

Contractor Invoice #:_____

Contractor Invoice Date:_____

Contractor Invoice Amount:_____

Authority Purchase Order Balance minus this Invoice:_____

Company/Organization Name: _____

Address:_____

TAX ID# _____

The Date the work invoiced was started and completed:_____

HHW Collection Location _____

HHW Drop-Off Day Date(s):_____

A. Mobilization or Set Up Price Per Day \$_____

B. Price Per Participant from Contractor's Bid Sheet \$_____ X Number
of Participants = \$ Participant Invoice dollar Amount

C. Demobilization Price per Day \$_____

D. Price Per Day * (A + B + C= D) \$_____

If two Drop-off Days are held in a row at the same location, then Mobilization and Demobilization will only be counted once.

Sample Invoice - HHW Drop-Off Days – Pricing Option # 3: Full Car/Half Car

Authority Contract #: TNH _____ Authority Purchase Order #: _____

Authority Purchase Order Amount: _____

Contractor Invoice #: _____

Contractor Invoice Date: _____

Contractor Invoice Amount: _____

Authority Purchase Order Balance minus this Invoice: _____

Company/Organization Name: _____

Address: _____

TAX ID# _____

The Date the work invoiced was started and completed: _____

HHW Collection Location _____

HHW Drop-Off Day Date(s): _____

A. Mobilization or Set Up Price Per Day \$ _____

B. Price Per Full Car from Contractor's Bid Sheet X Number of Full Cars =

\$ Full Car Invoice Dollar Amount

C. Price Per Half X Number of Half Cars from Contractor's Bid Sheet =

\$ Half Car Invoice Dollar Amount

D. Demobilization Price per Day \$ _____

E. Price Per Day * (A + B + C + D = E) \$ _____

If two Drop-off Days are held in a row at the same location, then Mobilization and Demobilization will only be counted once.

Exhibit G – Historical Participation Data

See .PDF Attachment

SAMPLE IRROVEOCABLE LETTER OF CREDIT

Irrevocable Stand-By Letter of Credit No. _____

Date of Issue: _____

Issuing Bank:
Bank Name:
Bank Address

Applicant
Name of Company (the "Company")
Company Address
Attn:

Beneficiary:
Town of North Hempstead
Solid Waste Management Authority (the "Authority")
Attn: Authority, Commissioner
802 West Shore Road
Port Washington, NY 11050

Amount/Currency:
Up to \$ _____ USD

Date and Place of Expiration:
_____ at our Counters

Attention:

We hereby issue this Irrevocable Stand-by Letter of Credit No. _____ in your favor, for the account of (Company name) for up to an aggregate amount of \$ _____ USD available by your draft(s) drawn on us at sight, accompanied by the following:

1. Beneficiary's written statement on its letterhead purportedly signed by an authorized officer reading:

"a default in payment of compensation due to the Solid Waste Management Authority ("the Authority") or other loss liability to the Authority under a contract entitled _____, Contract TNH # _____, between the Authority and the Company."

2. The original of this irrevocable stand-by letter of credit and amendment(s), if any partial drawings are permitted.

The draft(s) must state: "drawn under _____ [bank name], irrevocable stand-by letter of credit No. _____, dated _____"

The draft(s) and documents may be presented at our offices at _____ [Local Nassau County address], Attn: Trade Services Standby Unit.

We hereby agree with you that draft(s) drawn under and in compliance with the terms of this letter of credit shall be duly honored upon due presentation to us.

This credit is subject to the uniform customs and practice for documentary credits (1993 revision), the International Chamber of Commerce, Publication No. 500

Authorized Signature

Form of Contract

THIS AGREEMENT (the "Agreement"), made as of _____, is entered into by and between, the Town of North Hempstead Solid Waste Management Authority, 802 West Shore Road, Port Washington, New York 11050, hereinafter called the "AUTHORITY", and _____, having an office located at _____, hereinafter called the "BIDDER" or the "CONTRACTOR".

WITNESSETH

WHEREAS, the Authority issued Bid No. TNHxxx-2017, entitled "Coordination and Management of the Authority's Household Hazardous Waste Drop-Off Days or Stop Throwing Out Pollutants (S.T.O.P.) Days" (the "Bid"); and

WHEREAS, the Contractor submitted a bid in response to the Bid; and

WHEREAS, pursuant to a resolution duly adopted at a meeting of the Board of the Authority on _____, the Contractor was awarded a contract for the products, services and/or public work that was the subject of the Bid (the "Award").

NOW, THEREFORE, the AUTHORITY and CONTRACTOR, for the consideration hereinafter set forth, agree as follows:

1. THE CONTRACTOR AGREES to supply and/or perform and complete in a workmanlike manner all products, services and/or public work required in relation to the Bid and as awarded by the Award and as requested by the Authority, in strict compliance with the Bid Documents (as such term is defined in Bid No. TNHxxx-2017), which are attached hereto and hereby made a part of this Agreement, and any other attachments to this Agreement.
2. The Term of this Agreement shall commence upon the execution of this Agreement on behalf of the Authority and shall expire on February 28, 2022, subject to termination or extension as stated in the Bid Documents.
3. THE AUTHORITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Agreement, the amounts as heretofore stated in the Bid Documents, as finally adjusted, if necessary, in accordance with the provisions of the Bid Documents and any other Attachments to this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF the parties have duly executed this Agreement in duplicate originals the date and year first above written

TOWN OF NORTH HEMPSTEAD
SOLID WASTE MANAGEMENT AUTHORITY

Judi Bosworth, Chair

(CONTRACTOR)

Name:
Title:

• MANDATORY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE •

APPROVED AS TO FORM:

Robert Lange, Executive Director

Dennis Morgan, Assistant Treasurer

Elizabeth D. Botwin, Counsel to the Authority

----- Acknowledgement of Authority -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 2017, before me personally came **Judi Bosworth**, in her capacity as Chair of the Board of the Town of North Hempstead Solid Waste Management Authority, to me known and known by me to be the individual described in, and who executed the foregoing instrument and acknowledged to me that she executed the same pursuant to a resolution of the Board of the Authority.

Notary Public

----- Acknowledgement of Individual -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

----- Acknowledgement of Partnership/Corporation -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____; that he/she/they is (are) the _____ of _____, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead

Georgina Carr, Buyer
220 Plandome Road
Manhasset NY 11030

Schedule Year 2016 through 2017
Date Requested 01/10/2017
PRC# 2017900023

Location 802 West Shore Road
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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

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

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead

Georgina Carr, Buyer
220 Plandome Road
Manhasset NY 11030

Schedule Year 2016 through 2017
Date Requested 01/10/2017
PRC# 2017900023

Location 802 West Shore Road
Project ID#
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available [online](#).

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

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

Nassau County Article 9

Trash and Refuse Removal **01/01/2017**

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

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2016

Indus. Truck Driver/Tractor Operator
\$ 19.98

Laborer/ non-construction
\$ 14.30

Conveyor operators and tenders
\$ 18.07

Weighers/Measurers
\$ 15.36

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 1.75

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal **01/01/2017**

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

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:
Effective Period: 07/01/2016

MEDICAL WASTE REMOVAL

Driver (Chauffeur) \$ 20.47

Helper 16.72

Tractor Trailer Driver 22.97

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

The following is required addition to the wages.

07/01/2016

Rate per Hour: \$ 11.32

Vacation:

1 year of service but less than five years	(10) days
5 years of service but less than ten years	(15) days
10 years of service	(16) days
11 years of service	(17) days
12 years of service	(18) days
13 years of service	(19) days
14 years of service	(20) days
20 years of service	(21) days
21 years of service	(22) days
22 years of service	(23) days
23 years of service	(24) days
24 years of service	(25) days

Hired prior to 12/01/1991 11 days off with pay
 Hired after 12/01/1991 10 days off with pay

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

OVERTIME PAY

See (B, B2, S) on OVERTIME PAGE

Overtime Description:

The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

10-813 MW

Trash and Refuse Removal

01/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

COMMERCIAL WORK (includes: front, rear loading and roll-off trucks) per hour worked

07/01/2016	07/01/2017
------------	------------

DRIVERS:	\$ 24.05	\$ 24.05
HELPER:	23.87	23.87

RESIDENTIAL: (curbside, loose bag and others)

DRIVERS:	\$ 19.85	\$ 19.85
HELPERS:	17.25	17.25

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Supplements (per hr worked paid up to 40 hrs a week)

07/01/2016	07/01/2017
\$ 11.64	\$ 11.84

Additional (per hr worked paid up to 40 hrs a week)

Vacation Days

First Year	Prorated at 1/12 for each month of service
1 yr but less than 3	1 week
3 yrs but less than 5	2 weeks
5 plus years	3 weeks

Sick Days

First 6 months	2 days
6 months to 1 year	Additional 1 day for each 2 months worked
After 1 year	6 days

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

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

Note - Double time and half the hourly rate on Sunday, if worked.

HOLIDAY

Paid: See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Note - Must work the regularly scheduled day before and two regularly scheduled days after.

10-813

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: _____

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: () _____

Fax: () _____

E-Mail: _____

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO check if new or change)
Name and complete address: _____

Telephone:() _____

Fax: () _____

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES NO

10. Name and Title of Requester _____

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020