



BID NO.: 3566
TITLE: WASTE REMOVAL SERVICES – CAMPUS-WIDE
RECEIVING DATE AND TIME: 1:55 PM, DST, TUESDAY, JULY 21, 2015
OPENING DATE AND TIME: 2:00 PM, DST, TUESDAY, JULY 21, 2015

INFORMATION FOR BIDDERS

INVITATION

Hudson Valley Community College will accept sealed bids for **BID NO. 3566 – WASTE REMOVAL SERVICES – CAMPUS-WIDE** in the Office of the Director of Business Services & Procurement at the **ADMINISTRATION BUILDING, 80 VANDENBURGH AVENUE, ROOM 240**, Troy, New York, 12180 until **1:55 PM, DST, TUESDAY, JULY 21, 2015**. The bids will be opened publicly and read aloud at **2:00 PM, DST, TUESDAY, JULY 21, 2015**. Only sealed bids will be accepted. No bid will be accepted after the official time and date. **FAXED BIDS WILL NOT BE ACCEPTED. COPIES OF THE SPECIFICATIONS AND BID FORMS MAY BE OBTAINED ON THE COLLEGE'S WEBSITE AT: <http://www.hvcc.edu/purchasing/>. NO BID WILL BE ACCEPTED AFTER THE TIME AND DATE FOR RECEIPT.** If the vendor decides to utilize an overnight carrier, it is the vendor's responsibility to select a carrier that will deliver directly to the bid opening site.

BID REQUIREMENTS

Bidders are requested to verify compliance with the following requested items **AND INCLUDE WITH THE BID THOSE ITEMS AS REQUESTED. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

1. ☒ Return Bid with **signed Statement of Non-Collusion.**
2. ☐ Certified check or bid bond as specified under "Bid Bond or Certified Check". The check must be included in the bid package at the time of the bid opening.
3. ☒ No certified check or bid bond.
4. ☒ **Certificate of Insurance naming Hudson Valley Community College, the County of Rensselaer and the State University of New York as additional insureds upon notification of award.**
The Certificate of Insurance should include the following:
 - a.) Agent's and insured's name, address, phone and fax numbers;
 - b.) Insurance company name and AM Best ratings of A- or better;
 - c.) Policy line, number and limits;
 - d.) Undertaking to provide renewal certificate 15 days prior to expiration of coverage.
5. ☒ An additional insured endorsement naming Hudson Valley Community College, County of Rensselaer, and State University of New York as additional insureds, providing for 30 days notice of cancellation or nonrenewal in all cases except for nonpayment of premium, and 10 days notification for cancellation or

renewal because of nonpayment of premium, insuring organization's work, providing that the organization's coverage shall be primary and noncontributory, waiving the right of subrogation, and otherwise meeting the requirements under "Insurance Coverage" in this Notice.

6. ☐ Performance Bond upon notification of award.
7. ☒ Brochures, catalogs, model numbers, or pertinent literature where applicable.
8. ☒ References. (Preferably from Educational Institution.)
9. ☒ Signature of bid manager.

BIDDER'S RESPONSIBILITY

Bidders who respond to Hudson Valley Community College's request for bids hereby acknowledge and accept responsibility for the following, and as a condition of the bidding process agree as follows:

- (a) to submit a complete and legibly prepared bid;
- (b) submit bid form and any enclosed **documents in duplicate**;
- (c) to submit bid pricing based upon bid specifications promulgated by Hudson Valley Community College;
- (d) to submit the bid on the Official Bid Form;
- (e) to be responsible for the mathematical accuracy of their bid;
- (f) to provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Hudson Valley Community College bid specifications;
- (g) to provide the brand/manufacture information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Hudson Valley Community College's bid specifications; and
- (h) to review our website periodically for addendums to the bid or RFP.

Hudson Valley Community College reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, otherwise incomplete, or not in compliance with Hudson Valley Community College bid specifications. This right to reject bids which are incomplete, inaccurate, or not in compliance shall be exercised in the best interest of Hudson Valley Community College.

SPECIFICATIONS CONSULTANT

No communication intended to influence this procurement is permitted except by contacting **MARY ELLEN LAJEUNESSE** at (518) 629-4519 OR M.LAJEUNESSE@HVCC.EDU. Contacting anyone other than the designated contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

SUBMISSION

The envelope shall be marked on its face with the name of the person, firm, or corporation plus:

SEALED BID NO. 3566 FOR WASTE REMOVAL SERVICES – CAMPUS-WIDE AND BID OPENING AT 2:00 PM, DST, TUESDAY, JULY 21, 2015.

All bids shall be addressed to:

Mary Ellen Lajeunesse
Director of Business Services & Procurement
Hudson Valley Community College
Administration Building, Room 240
80 Vandenburg Avenue
Troy, New York 12180

Any bid submitted on forms other than the official forms provided by Hudson Valley Community College may be disqualified. If it is questionable that the Postal Service can deliver your bid on time, we suggest that it be sent by telegram. **TELEPHONE BIDS AND/OR FAXED BIDS CANNOT BE ACCEPTED.** All bids submitted must be typed or written in ink and signed by the bidder/contractor's designated representative. **ALL BIDS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON PAGE ONE (1) OF "INFORMATION FOR BIDDERS" OR FACE DISQUALIFICATION.**

WITHDRAWAL OF BID

Any bid may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof. No withdrawal or change may be made by the bidder after the bid has been opened.

REJECTION OF BID

Hudson Valley Community College reserves the right to reject any and all bids in connection with this project and to waive formalities in a bid.

BIDS WHICH INCLUDE ADDITIONAL TERMS AND CONDITIONS SUCH AS, FOR EXAMPLE, THOSE LIMITING LIABILITY OR WARRANTIES WILL BE REJECTED.

NOTIFICATION OF AWARD

The successful bidder will be notified within **THIRTY (30)** working days after the bid opening. Hudson Valley Community College reserves the right to reject any and all bids and to waive any formalities in a bid.

Hudson Valley Community College will notify the successful bidder in WRITING either by issuance of a preliminary LETTER of INTENT or a PURCHASE ORDER after all prerequisites and specifications have been met by the bidder. **VERBAL NOTIFICATION OF THE AWARD IS NOT CONSIDERED A VIABLE MODE OF NOTIFICATION AND THEREFORE WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**

DEPOSIT REQUIREMENTS

- a. ☐ A deposit requirement of a certified check or bid bond in the amount equal to a percentage of the total bid figure made payable to Hudson Valley Community College and clearly marked with the number of the bid which it pertains to must accompany the bid.
- b. ☒ No deposit requirement or **certified** check is required with this bid.

No bid may be withdrawn after the official award has been made without forfeiture of bid bond deposit or certified check.

DEFAULT/FORFEITURE PROVISIONS

In case of default by the contractor, Hudson Valley Community College may procure the article or services from other sources and hold the contractor responsible for excess costs occasioned thereby.

TRADE OR BRAND NAME

When a trade or brand name for a particular article or object is specified it is meant only as a reference for standard, and any other manufacturer of a similar article or object may meet the specifications if his product is reasonably equivalent or better than that mentioned as the standard.

AWARD OF CONTRACT

Hudson Valley Community College reserves the right to award the contract on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different vendors.)

If a supplier offers an equivalent substitute for any item on the bid, the purchaser reserves the right to delete that item and its unit cost and to accept the remainder of the bid. Each item shall be quoted and extended with all appropriate discounts, and prices shall be held firm until completion of order.

TRANSFER OR SUBCONTRACTING OF CONTRACT

No contractor to whom any contract for these specifications shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent in writing of Hudson Valley Community College.

ACCEPTANCE OF ORDER

Failure to accept our purchase order issued pursuant to the specifications or failure to meet stated delivery time for any reason whatsoever shall be sufficient grounds for cancellation of the order and forfeiture of deposit as liquidated damages.

DISAGREEMENT

If the awarded contract does not agree with vendor's bid, the contractor shall be responsible for contacting the Office of Business Services and Procurement before performance begins.

BIDDERS' QUALIFICATIONS

Hudson Valley Community College reserves the right to examine the responsibility of bidders for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a bidder and/or of a proposed subcontractor; and to investigate and consider the background of such bidders and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

CHANGE ORDER

Every purchase order is prepared with care; however, it is occasionally necessary to make changes to the original order. Such changes involve quantity, specifications, price, substitute products, deletion of items, complete cancellation of order, and so forth.

Since a purchase order is a contract, all changes must be processed through the Purchasing Department **with the exception of construction or alteration projects which must be reviewed and have prior approval of the President of the College.**

CONTRACTOR'S GUARANTEE

By submitting on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgement. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated within the submitted bid and may after review of all consequences of the variance, disqualify the bid. Accessories supplied shall be compatible with the rest of the equipment.

Contractor guarantees that the equipment is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered. Each unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year after acceptance of delivery by Hudson Valley Community College, unless otherwise specified. If during this period any such faults develop, the unit or part affected is to be replaced without any cost to Hudson Valley Community College.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code. Where electronic components are part of the equipment, the Manufacturer's standard guarantee shall apply.

PERMITS AND ORDINANCES

In all operations connected with the work herein specified, all city and town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor must obtain all permits and fees paid if and as required.

HAZARDOUS MATERIALS

Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. **All MSDS sheets are to be directed to the attention of the Campus Safety Officer.**

SAFETY AND HEALTH DEVICES

All equipment and services shall meet the requirements of the Federal Government, the State of New York, and the County of Rensselaer Safety and Health Regulations as well as the local safety and health regulations of the City of Troy.

Equipment shall conform to applicable standards of all National regulations.

DELIVERY COMPLETION REQUIREMENTS

Guaranteed delivery may be considered in making the award. Any vendor who submits a bid on these specifications agrees to accept our purchase order and agrees to **GUARANTEE TO PROVIDE SERVICE AS SPECIFIED IN THIS BID**. If the vendor feels he cannot meet requested delivery/completion date, he must so state and give revised date with bid proposal.

ALL MERCHANDISE MUST BE SHIPPED PREPAID AND SHALL BE DELIVERED F.O.B. HUDSON VALLEY COMMUNITY COLLEGE, 80 VANDENBURGH AVENUE, TROY, NEW YORK, 12180, CENTRAL RECEIVING.

If delivered to other than Central Receiving the College refuses any and all responsibility for losses and damages unless specific directions for delivery at another location have been approved by the Office of Business Services & Procurement.

No C.O.D. deliveries will be accepted. Deliveries will be accepted only 9:00 am through 3:30 p.m., Monday through Friday, with the exception of official holidays or snow days when no deliveries will be accepted.

CANCELLATION

The College reserves the right to refuse any goods and to cancel all or any part of the contract if the contractor fails to meet delivery or performance dates.

REFUSAL OF GOODS OR SERVICES

Time is of the essence in delivery. The Office of Business Services and Procurement reserves the right to refuse any goods or services and to cancel any and all parts of this bid if the vendor fails to deliver all or any part of the goods or services in accordance with the terms of the bid.

INSPECTIONS

Hudson Valley Community College reserves the right to inspect all material furnished for conformity with the specifications. The right is reserved to reject and return at the vendor's expense and risk any unacceptable shipment.

TAXES

The College is a tax-exempt organization and therefore lacks the authority to pay taxes.

PAYMENT

Invoices for prepaid transportation charges shall be supported by receipted freight bills. In the case of bids or quotations all freight charges are borne by the bidder unless otherwise specified in bid.

It is the desire of the College to pay promptly. It is the vendor's responsibility to submit invoices directly to the Accounts Payable Department:

**HUDSON VALLEY COMMUNITY COLLEGE
ATTN: ACCOUNTS PAYABLE
P.O. BOX 569
TROY, NEW YORK 12181-0569.**

Invoices shall include Purchase Order number and date, HVCC item number, description of items, catalog number, sizes, quantities, unit prices, extended prices, and date of delivery. Invoices not on printed billheads shall be signed by vendor. Purchase order number **MUST** be listed on all shipping labels.

Invoices exceeding the limits established by this Contract or for materials or services not qualifying under its specifications are not subject to payment.

Partial payments may be made upon properly executed invoices of delivered goods unless otherwise stated in the bid. Final payment when the materials, supplies, or equipment have been fully delivered and accepted.

CLEAN UP

When the job has been completed, the contractor shall leave the site in a clean and orderly condition, acceptable to Hudson Valley Community College.

INSURANCE COVERAGE

A. The successful bidder shall provide the Director of Business Services & Procurement with a Certificate of Insurance and an "Additional Insured – Owners, Lessees or Contractors – (Form B)" endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming Hudson Valley Community College (HVCC), the County of Rensselaer and the State University of New York as additional insureds on the contractor's general liability

insurance policies. The policy or policies naming HVCC, the County of Rensselaer and the State University of New York as additional insureds shall:

- (i) be an insurance policy from an A.M. Best rated “secured”, “A” minus or better, New York State Admitted insurer;**
- (ii) provide for 30 days notice of cancellation; see item 5 in bid requirements;**
- (iii) state that the organization’s coverage shall be primary coverage for HVCC, the County of Rensselaer and the State University of New York and their respective Boards, administrators, officials, employees and volunteers.**

- B. The successful bidder shall provide the Director of Business Services & Procurement with a Certificate or Proof of Insurance Coverage for the minimum coverages as listed on the sample Certificate of Liability Insurance included in this bid package. (See Page 8)**
- C. Contractor acknowledges that failure to obtain such insurance on behalf of HVCC constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to HVCC. The contractor is to provide HVCC with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.**

A purchase order cannot be issued until proper insurance documentation is received.

INDEMNIFICATION

The contractor shall indemnify, defend and hold harmless HVCC, the County of Rensselaer and the State University of New York, their respective officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor’s negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor’s performance of the contract. The fact that contractor has obtained insurance coverage as required by this RFP/Bid Invitation shall not relieve the contractor’s obligation to defend and indemnify as provided under this Section.

PROTECTION

Contractor shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor shall take all safety measures required or affirmed during execution of his work.

CONTRACTOR'S LIABILITY INSURANCE

The contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of, or result from, the contractor's operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name Hudson Valley Community College, the County of Rensselaer and the State University of New York as additional insureds. Certificates of such insurance shall be filed with HVCC with the Director of Business Services.

SAMPLE - For "CONTRACTORS/SERVICE PROVIDERS" Use (minimum coverages)

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																																																									
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																											
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PRODUCER <div style="background-color: yellow; padding: 2px; text-align: center;">YOUR INSURANCE AGENCY NAME</div>	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ <table style="width: 100%;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A: _____</td> <td>_____</td> </tr> <tr> <td>INSURER B: _____</td> <td>_____</td> </tr> <tr> <td>INSURER C: _____</td> <td>_____</td> </tr> <tr> <td>INSURER D: _____</td> <td>_____</td> </tr> <tr> <td>INSURER E: _____</td> <td>_____</td> </tr> <tr> <td>INSURER F: _____</td> <td>_____</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: _____	_____	INSURER B: _____	_____	INSURER C: _____	_____	INSURER D: _____	_____	INSURER E: _____	_____	INSURER F: _____	_____																																																											
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ACORD 25 (2009/09)

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WAGES AND SALARIES/PRC SCHEDULE

Respondee must agree to conform to Section 103-a,b,c, and d of the General Municipal Law of the State of New York, copy of which text is appended hereto.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing building for a contractor under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work.

The schedules of prevailing wage rates and supplement **PRC #2015900250** is attached. Such a schedule constitutes the minimum rates payable and must be incorporated in the contract for the work. The schedules have been prepared in accordance with Section 220 of the New York State Labor Law.

S. 222 The unemployment rate in the Standard Metropolitan Statistical Area (SMSA), which includes the statistical areas listed below counties, has been six percent or more for three consecutive months. Article 8, Section 222 of the New York State Labor Law requires that preference in employment on any public work project within your county must now be given to citizens of New York State who have been residents of that SMSA for at least twelve consecutive months prior to the commencement of their employment. (See list below for counties included in your SMSA.) All contractors and sub-contractors working on projects under your jurisdiction should be notified by you immediately that this preference is in effect, and that it will remain in effect until you are notified otherwise.

STANDARD METROPOLITAN STATISTICAL AREAS IN NEW YORK STATE

Albany - Schenectady - Troy Area:	Albany, Montgomery, Rensselaer and Schenectady counties
Binghamton Area:	Broome and Tioga Counties
Buffalo Area:	Erie and Niagara Counties
Elmira Area:	Chemung County
Nassau - Suffolk Area:	Nassau and Suffolk Counties
New York City Area:	Bronx, Kings, New York, Queens, Richmond, Putnam, Rockland and Westchester Counties
Poughkeepsie Area:	Dutchess County
Rochester Area:	Livingston, Monroe, Ontario, Orleans and Wayne Counties
Syracuse Area:	Madison, Onondaga and Oswego Counties
Utica - Rome Area:	Herkimer and Oneida Counties

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and to the hiring of individuals with physical or mental disabilities are incorporated herein by this specific reference.

The Contractor further agrees that:

- (a) in the hiring of employees for the performance of work under this Contract, the Contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under the Contract, by reason of race, color, religion, sex, age, disability, national origin or ancestry;
- (b) the Contractor or any person acting on its behalf, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability, national origin or ancestry; and
- (c) the Contractor shall include this language in all Subcontracts entered into for the performance of the Contract.

PAYROLL RECORDS

Contractor is responsible for providing the College's **DIRECTOR OF PHYSICAL PLANT** with payroll records for employees assigned to the College's project work throughout the duration of the contract/project.

FAIR LABOR STANDARDS ACT

Contractor warrants and represents that the goods covered by this Contract have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules, and regulations.

MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS OWNED ENTERPRISE (WBE)

It is the policy of Hudson Valley Community College to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the College with goods and services at competitive prices.

GENERAL INFORMATION

Hudson Valley Community College includes a prohibition against any employee accepting any gift, gratuity, stipend or other thing of value from entities having a direct or indirect business interest with the College. The Contractor agrees that its directors, officers, and employees will not offer or give any gift, gratuity, stipend, or other thing of value to any employee of the College. The Contractor shall further report any attempt by a College employee to solicit any gift, gratuity, stipend, or thing of value. Any violation of this provision shall justify termination of this contract and may result in the rejection of the Contractor's bids for future contract.

PROVISIONS REQUIRED BY LAW INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

NO THIRD-PARTY RIGHTS

Nothing in the contract shall create or shall give to third parties any claim or right of action against the college, the contractor, or any institution at which work is being carried out beyond such as may legally exist irrespective of the contract.

PROTECTION OF LIVES AND HEALTH

Each contractor and subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The contractor alone shall be responsible for the safety, efficiency and adequacy of the contractor's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

STATE AND FEDERAL LABOR LAW PROVISIONS

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

CONTRACTOR RELATIONSHIP

The relationship created by the contract between the college and the contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the college and the contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the contractor as an agent of the college for any purpose whatsoever.

WORKERS' COMPENSATION BENEFITS

This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment for any prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

GOVERNING LAW

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the College's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the College, in writing, of each and every change of address to which service of process can be made. Service by the College to the last known address shall be sufficient.

LICENSES AND PERMITS

Contractor shall obtain all licenses and permits necessary for the proper performance of the contract.

AMENDMENTS

This contract may not be amended, modified or supplemented except by written agreement of the parties hereto.

SEVERABILITY

Any term or provision of this contract which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this contract or affecting the validity or enforceability of any of the terms or provisions of this contract in any other jurisdiction. If any provision of this contract is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

MODIFICATION

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

JURISDICTION AND VENUE

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Rensselaer, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non conveniens.

NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provided in the Certification of Compliance.

FREEDOM OF INFORMATION COMPLIANCE

Hudson Valley Community College is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request.

Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which Hudson Valley Community College would be justified in denying access. There can be no guarantee that Hudson Valley Community College can or will maintain the secrecy or the confidentiality of any part of the record.

ALTERNATIVE BIDS

Bidders are invited to submit alternative bids that the vendor feels will provide the best service in fulfilling the needs of the College.

SERVICE AND SUPPLY AGREEMENT

The successful vendor must fill out and sign the Service and Supply Agreement found on our website at www.hvcc.edu/purchasing.

SPECIFICATIONS FOR BID NO. 3566
WASTE REMOVAL SERVICES – CAMPUS-WIDE

Hudson Valley Community College is seeking bids for waste removal services based on the list and specifications that follow.

Vendors should include all fees when providing pricing, i.e. fuel surcharge.

The bid is for an initial period of September 1, 2015 through August 31, 2016 with an option at the discretion of the College to extend for an additional two years of September 1, 2016 through August 31, 2017 and September 1, 2017 through August 31, 2018.

Vendors should provide pricing for all three years.

The successful vendor will be required to complete and return the Service and Supply Agreement found on the College's website at: www.hvcc.edu/purchasing.

WASTE DISPOSAL SERVICES

ITEM NO.	TYPE OF CONTAINER	LOCATION	SERVICE
1	10 cu. yd. Dumpster	McDonough Field House	Emptied Twice Weekly
2	6 cu. yd. Dumpster	Williams Hall	Emptied Three Times Weekly
3	6 cu. yd. Dumpster for Recyclables	Williams Hall	On Call Pick-up
4	30 yd. Roll-off (Rental Fee, Haul Fee, Disposal Fee)	Physical Plant	On Call Pick-up
5	35 yd. Self-contained Compactor (Haul Fee, Disposal Fee, Trash Monitor plus Monitoring Fee, 35 yd. self-contained lease with service fee)	Campus Center	Container Signals When Full
6	6 cu. yd. Dumpster	EOC	Emptied Twice Weekly
7	6 – 96 gallon Toters	TEC-Smart – Malta	Emptied Weekly
	1 – 96 gallon Toter for SSR (Recycling)	TEC –Smart – Malta	Every Other Week
8	10 yd. Roll-off (Haul Fee, Disposal Fee)	Hudson Hall	On Call Pick-up
9	30 yd. Roll-off (Haul Fee, Disposal Fee)	Temporary Use; 1 week or less, needed various times during the course of the year	

GENERAL MUNICIPAL LAW

S. 103.a Ground for cancellation of contract by municipal corporation and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, and 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 a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (1) 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 any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (2) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, 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 municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

S. 103-b. Disqualification to contract with municipal corporations and fire districts.

Any person who, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority, or with a public department, agency or official of the state or of any political subdivision thereof of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, 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 thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-c of this article.

It shall be the duty of the officer conducting the investigation before the grand jury before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the superintendent of public works of the State of New York, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the person so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract.

S. 103-c. Statement of non-collusion in contract with municipal corporation or fire districts.

Every contract hereafter made or awarded by a municipal corporation or any public department, agency or official thereof or by a fire district or any agency or official thereof, pursuant to bid, for work or services following statement by the bidder, under penalty of perjury: Non-collusive bidding certification. The bidder certifies that: (a) the bid has been arrived at the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety of any bond furnished herewith prior to the official opening of the bid.

ART. 8

LABOR LAW

220-a. Statements showing amounts due for wages and supplements to be filed-verification. Before payment is made by or on behalf of the state if any city, county, town, village or other civil division of any sum or sums due on account of a contract for a public improvement it shall be the duty of the comptroller of the state or the financial officer of the municipal corporation or other officer or person charged with the custody and disbursement of the state or corporate funds applicable to the contract under and pursuant to which payment is made to require the contractor or subcontractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

220-a as last amended by L1956, C750, eff. April 1, 1956.

S 103.d Statement of non-collusion in bids and proposals to political subdivision of the state or fire district.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof or by a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification. By submission of this bid or proposal, the bidder certified that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

IN THE CASE OF CORPORATE BIDDERS A RESOLUTION IN THE FOLLOWING FORM MUST ACCOMPANY THE BIDS.

Resolved that _____ be _____
(Name of Corporation) authorized to sign and submit the bid or proposal of this corporation for the following project _____ (Describe Project) and to include with such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
corporation at a meeting of its board of directors held on the _____ day of _____, 20____.

(SEAL OF CORPORATION)

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) 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.

PRINT NAME

TITLE

NAME OF CORPORATION

SIGNATURE

DATE: _____

New York State
Department of Taxation and Finance
OTPA Sales Tax Exempt Organizations Unit
Building 8, Room 425
W.A. Harriman Campus
Albany, NY 12227

Hudson Valley Community College
80 Vandenburg Avenue
Troy, NY 12180-6096

Gentlemen:

The Tax Law exempts New York State governmental entities, such as your organization, from the payment of sales and use taxes on their purchases.

Tax exemption numbers and the Exempt Organization Certification, Form ST-119.1 are not issued to governmental entities. In order to make tax-free purchases, your organization must present vendors with its official purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity. You may instead present a copy of this letter along to any vendor who requests a tax exemption number or an Exempt Organization Certification, Form ST- 119.1.

NOTICE TO VENDOR

This letter is not an exemption document. You are not required to collect tax from the above organization, if they present you with their purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity.

New York State Department of Tax and Finance
OTPA - Technical Services Bureau
Sales Tax - Exemption Organizations Unit
Building 8, Room 425
W. A. Harriman Campus
Albany, NY 12227
(518) 457-2782

Two (2) copies of **bid form** plus
non-collusion statement, must be
returned **ONLY** plus deposit, if required.

BID FORM

BID NO. 3566 – WASTE REMOVAL SERVICES – CAMPUS-WIDE

FROM: Company Name and Address _____ Date _____
 _____ Phone _____
 _____ Fax # _____

FEDERAL ID # _____ **Supplier Quote No.** _____

		<u>FY 2015-2016</u>	<u>FY 2016-2017</u>	<u>FY 2017-2018</u>
Item 1:	10 cu. yd. Dumpster (MCD) Twice Weekly	\$ _____	\$ _____	\$ _____
Item 2:	6 cu. yd. Dumpster for Williams Hall Three Times Weekly	\$ _____	\$ _____	\$ _____
Item 3:	6 yd. for Recyclables Williams Hall On Call Pick-up	\$ _____	\$ _____	\$ _____
Item 4:	One – 30 yd. Roll-off for Physical Plant On Call Pick-up			
	Rental:	\$ _____	\$ _____	\$ _____
	Haul Fee:	\$ _____	\$ _____	\$ _____
	Disposal Fee:	\$ _____	\$ _____	\$ _____
Item 5:	35 yd. Self-contained Compactor Campus Center			
	Lease w/Service Fee	\$ _____	\$ _____	\$ _____
	Haul Fee:	\$ _____	\$ _____	\$ _____
	Disposal Fee	\$ _____	\$ _____	\$ _____
	Trash Monitor & Fee	\$ _____	\$ _____	\$ _____

(continued, next page)

		<u>FY 2015-2016</u>	<u>FY 2016-2017</u>	<u>FY 2017-2018</u>
Item 6:	6 cu. yd. Dumpster (EOC) Twice Weekly	\$_____	\$_____	\$_____
Item 7:	Six (6) - 96 gal. Toters TEC-Smart – Malta - Weekly	\$_____	\$_____	\$_____
	One (1) – 96 gal. Toter EOW for SSR	\$_____	\$_____	\$_____
Item 8:	10 yd. Roll-off Hudson Hall On Call Pick-up			
	Haul Fee	\$_____	\$_____	\$_____
	Disposal Fee	\$_____	\$_____	\$_____
Item 9:	30 yd. Roll-off Temporary Use/1 week or less/Call During Year			
	Rental Fee	\$_____	\$_____	\$_____
	Haul Fee	\$_____	\$_____	\$_____
	Disposal Fee	\$_____	\$_____	\$_____

THIS BID IS SUBJECT TO ALL OF THE ABOVE TERMS/CONDITIONS PROVIDED IN THE ABOVE NUMBERED BID.

WHETHER OR NOT YOU SUBMIT A PROPOSAL FOR THIS BID, CHECK THE APPROPRIATE BOX(ES) BELOW AND RETURN THIS FORM TO BUSINESS SERVICES.

1. ☐ We are unable to bid at this time.
2. ☐ Keep us on your bidder's list.
3. ☐ Remove us from your bidder's list.
4. ☐ Our additional areas of interest are:

Return to Business Services & Procurement

(Name) Typed or Printed

(Company)

(Signed)

(Title)

(Email Address)