

State of New York Executive Department
Office of General Services – NYS Procurement
Corning Tower – 38th Floor
Empire State Plaza
Albany, NY 12242
REQUEST FOR PROPOSALS
IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY
(E-Mail and Facsimile Bid Submissions Are NOT Acceptable)

BID OPENING DATE: December 18, 2014 TIME: 11:00 AM	TITLE: Group 79013 Recycling and Trash Removal Services Classification Code: 76
REQUEST FOR PROPOSALS NUMBER: 22760	SPECIFICATION REFERENCE: As incorporated herein
CONTRACT PERIOD: Upon issuance of the first award for a period of five years	
DESIGNATED CONTACTS:	
Primary Contact: Todd Gardner, Contract Management Specialist 3 Telephone No. (518) 474-3540 E-mail address: todd.gardner@ogs.ny.gov	Secondary Contact: Jill McCabe, Assistant Director Telephone No. (518) 474-4543 E-mail address: jill.mccabe@ogs.ny.gov

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 REQUEST FOR PROPOSALS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying Law), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).**

Additional Procurement Lobbying information may be accessed at: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number)	NYS Vendor Identification Number: (See "New York State Vendor File Registration" clause)			
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street	City	State	Zip	County
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: Title:	Printed or Typed Name: Date:			
Phone: () ext ()	Toll Free Phone: () ext ()			
Fax: () ext ()	Toll Free Fax: () ext ()			
E-mail Address:	Company Web Site:			
If applicable, place an "x" in the appropriate box (<i>check all that apply</i>):	<input type="checkbox"/> Small Business _____ #Employees	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business	
If applicable, place an "x" in the appropriate box (<i>check all that apply</i>):	<input type="checkbox"/> Manufactured Within New York State	<input type="checkbox"/> Manufactured Outside New York State		

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 20 ____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____,

Town of _____, County of _____, State of _____; and further that:

[Check One]

If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No.

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APPENDIX A (Standard Clauses for New York State Contracts)

APPENDIX B (Office of General Services General Specifications)

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Attachments

- 1. Price Pages**
- 2. Certification of Tipping and/or Recyclable Processing Fees**
- 3. General Inquiries Template**
- 4. General Information Request**
- 5. New York State Required Certifications**
- 6. Insurance Requirements**
- 7. Encouraging Use of NYS Businesses**
- 8. Executive Summary**
- 9. Facility Information Form**
- 10. Account Reference Form**
- 11. Project Definition Template**
- 12. Proposal Checklist**

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SECTION 1: INTRODUCTION

1.1 SCOPE

This Request for Proposals (RFP) is issued by the New York State Office of General Services (OGS) New York State Procurement (NYSPro) pursuant to the provisions of Article XI of the State Finance Law to obtain Recycling and Trash Removal services.

Included in this RFP is a large selection of recycling services in addition to trash removal in recognition of the importance of reducing, reusing, recycling and composting as much waste as possible and to offer State Agencies a vehicle for meeting the recycling requirements outlined in Executive Order #4 (signed April 24, 2008). Also included in some recycling lots is a Revenue Sharing Component which allows Authorized Users and Contractors to split revenue generated from the sale of recyclables and which is intended to provide an incentive to increase the amount of materials recycled.

The intent of this solicitation is to establish backdrop contracts for Recycling and Trash Removal Services in various regions across the State by requesting bids from Vendors, establishing maximum rates that may be charged and awarding Master Contracts to those vendors who meet the requirements of this RFP. Those vendors awarded a Master Contract will then be prequalified to bid on specific projects that will be let by Authorized Users at a later date through the use of a Project Definition and Mini-Bid process. A Project Definition template is attached to this document as Attachment No. 11 for reference.

This RFP also contains a provision for periodic recruitment that allows the State to accept additional proposals after the initial award. Periodic recruitment may be performed at the option of the State when it is determined to be in the State's best interests, and is discussed further in Section 8.6 *Periodic Recruitment*.

The centralized contract(s) which will be awarded as a result of this solicitation are for use by Authorized Users, which shall have the meaning set forth in the State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Section 8.8, *Non-State Agencies Participation in Centralized Contracts* for a discussion of political subdivisions and others authorized by New York State law who may use this contract.

This RFP outlines the terms and conditions, and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To ensure compliance with bid requirements and prevent possible disqualification, Bidders must follow the Bid Submittal format and instructions in Section 5, *Format and Content of Bid Submittal*.

1.2 ESTIMATED QUANTITIES

The Contract resulting from this RFP will be an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. All quantities or dollar values listed within this RFP are estimates.

Numerous factors could cause the actual volume of sales under the Contract resulting from this RFP to vary substantially from the estimates in the RFP. Such factors include, but are not limited to, the following:

- Such Contracts will be nonexclusive Contracts;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the contract period; and,
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In NYSPRO's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its bid, Bidder acknowledges the foregoing and agrees that actual good faith

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purchasing volumes during the term of the resulting Contract could vary substantially from the estimates provided in this RFP.

The historical dollar value of all contracts awarded under the previous award for Rubbish Removal (Group 79013, Award 18850) was approximately \$4.5 million per year, but please note that this award did not contain the recycling lots included in this RFP. In addition, please note that each contract issued as a result of this RFP shall be for the quantities or dollar values actually ordered during the contract period.

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SECTION 2: PROCUREMENT SCHEDULE**2.1 KEY EVENTS/DATES**

Event	Date	Time
RFP Release	October 23, 2014	N/A
Close of Registration for Pre-Bid Conference	November 3, 2014	2:00 PM ET
Pre-Bid Conference: <u>Location</u> NYS Office of General Services Corning Tower – Room to be determined Empire State Plaza Albany, NY 12242 http://www.ogs.ny.gov/ESP/Directions.asp	November 5, 2014	10:00 AM to 12:00 AM ET
Closing Date for Inquiry Period #1	November 12, 2014	5:00 PM ET
Response to Bidder Inquiries (estimated)	November 19, 2014	11:00 AM ET
Closing Date for Inquiry Period #2	December 3, 2014	5:00 PM ET
Responses to Bidder Inquiries (estimated)	December 10, 2014	11:00 AM ET
Bids Due	December 18, 2014	11:00 AM ET

2.2 INQUIRIES/ISSUING OFFICE

All inquiries concerning this RFP must be addressed to the following OGS NYSPRO designated contact(s) and issuing office:

Primary Contact	Secondary Contact
Todd Gardner, Contract Management Specialist 3	Jill McCabe, Assistant Director
NYS Office of General Services New York State Procurement Corning Tower - 38th Floor Empire State Plaza Albany, New York 12242 Telephone No. (518) 474-3540 E-mail address: todd.gardner@ogs.ny.gov	NYS Office of General Services New York State Procurement Corning Tower - 38th Floor Empire State Plaza Albany, New York 12242 Telephone No. (518) 474-4543 E-mail address: jill.mccabe@ogs.ny.gov

All questions must be submitted in writing using Attachment 3 – *General Inquiries Template*, citing the applicable RFP document name and document section. The completed Attachment 3 – *General Inquiries Template* must be emailed to the designated contacts listed above by the “Closing Date for Inquiry Period” indicated in Section 2.1, and Bidders are strongly encouraged to submit questions at the earliest possible opportunity. When emailing inquiries, please place “RFP22760 Inquiry” in the subject line for identification purposes. A Bidder should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a Bid.

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Please note that you must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications about this solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. Answers to all questions of a substantive nature will be provided to all registered Bidders in the form of a question and answer document which will be posted and released through the New York State Procurement Bid Calendar with notification provided through the New York State Contract Reporter site.

2.3 PRE-BID CONFERENCE - DISCRETIONARY

A Pre-Bid Conference will be hosted by OGS to review this RFP. Although attending the Pre-Bid Conference is not mandatory, it is highly encouraged. The Pre-Bid Conference will be held at the location, date and time listed in Section 2.1 *Key Events/Dates*. Please refer to Section 5.8 *Important Building Access Procedures* for information relating to access to the Corning Tower.

To register for the Pre-Bid Conference, the following information must be provided in an e-mail to the designated contacts listed in Section 2.2 by the date and time listed in Section 2.1 *Key Events/Dates* for ‘Close of Registration for Pre-Bid Conference’. When emailing, please place “RFP22760 Pre-Bid Conference” in the subject line for identification purposes. Each interested Bidder is requested to limit the number of representatives attending the Pre-Bid Conference to three (3).

- Company name
- Attendee name(s)
- Title(s)
- Email address(es)

Registrants will receive an invitation and logistical information, including confirmation of the pre-bid conference’s location upon receipt of registration by OGS.

Please note that while inquiries may be discussed verbally at the Pre-Bid Conference no responses are binding until they are officially released in writing and posted to the New York State Contract Reporter and/or the New York State OGS Bid Calendar.

2.4 DEFINITIONS

Agency or Agencies: Shall refer to the State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

Authorized User’s Representative: Shall mean the authorized representative of an Authorized User that is identified as such in an Agency Project Definition and/or in the contract entered into under this RFP.

Best Value: the purchasing of commodities and/or services by an authorized user based on the most advantageous balance of price, quality and performance through competitive procurement methods in accordance with stated selection criteria.

Bidder: Shall refer to any business entity who submits a response to this RFP. At the time that the Bidder executes a contract with the State for their services a Bidder shall become a “Contractor.” See also “Contractor”.

Bins: Refers to small containers less than 1 cubic yard in size that includes totes, toters, gondolas, recycling bins, recycling carts or other waste containers.

Bulky Wastes: Large items of solid waste including but not limited to white goods, furniture, mattresses, large auto parts, stumps, trees, branches and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

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Business hours: Shall mean Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. EST, except New York State Holidays.

Comingled Recycling (Single Stream): Glass, metal, paper and plastic set out in the same recycling container.

Compostable Material: Solid organic waste that may be decomposed under controlled conditions by micro-organisms under aerobic or anaerobic conditions which result in a stable humus-like material (e.g., food wastes or green wastes).

Composting: The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and which stabilizes the organic fraction into a material which can easily and safely be stored, handled and used in an environmentally acceptable manner. The presence of anaerobic zones within the composting material will not cause the process to be classified as other than composting.

Composting facility: A solid waste management facility where solid waste is processed using composting technology. Processing may include physical turning, windrowing, aeration or other mechanical handling of organic matter.

Construction and Demolition Debris: Uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of utilities, structures and roads; and uncontaminated solid waste resulting from land clearing. Such waste includes, but is not limited to bricks, concrete and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above.

Contract: Shall mean the written document signed by the Bidder after NYSPRO has advised Bidder that it is the apparent successful Bidder.

Contractor: Shall refer to a responsive and responsible Bidder who is awarded a Contract with New York State.

Corrugated Cardboard: Un-waxed boxes or shipping containers with a ruffled inner liner.

Disposal Facility: A facility or part of a facility at which solid waste disposal occurs.

Dual Stream Recycling: Varieties of paper collected together in one recycling bin (one stream); plastic, glass and metal recyclables collected in another recycling bin (the other stream).

Dumpsters: A trash receptacle designed to be hoisted and emptied onto a truck.

Facility Manager: The Authorized User's representative who is responsible for the day to day operations of the facility(s) referenced in the Project Definition.

Food Waste: Uneaten food and food preparation wastes from residences, cafeterias, commercial establishments and institutional sources.

Glass Containers: Green, blue, brown and clear glass bottles and jars (soda-lime glass) but excluding light bulbs, Pyrex cookware, plate glass, drinking glasses, windows, windshields and ceramics.

Green Waste: biodegradable waste that can be composed of plant material such as grass or flower cuttings, hedge trimmings and brush less than 1 inch in diameter.

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Haul Charge: A fee charged by the Contractor for the pick-up of a compactor or roll-off container, disposal of the waste and return of the compactor or roll-off container.

Landfill: Landfill means land or a disposal facility or part of one where solid waste or its residue after treatment is intentionally placed and which is not a land application facility, surface impoundment, injection well or waste pile.

Local Recycling Law or Ordinance: All municipalities in New York State have their own local law or ordinance requiring the source separation of economically feasible materials in which all entities in that community must comply.

MWBE: Shall refer to a business certified with New York State Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

Master Contract: A contract awarded as a result of this RFP. Master Contracts are also referred to as a Backdrop Contract.

Master Contract Unit Price: The unit prices awarded for the Master Contract.

May: Denotes the permissive in a contract clause or specification. “May” does not mean “required.” Also see “Shall” and “Must.”

Metal Containers: All aluminum, steel or bi-metal beverage and food containers.

Mini-bid: shall refer to the bidding of each project definition since it is a smaller, simpler form of bidding and does not need to duplicate this RFP.

Mini-bid Contract: A contract awarded as the result of a mini-bid.

Mini-bid Unit Price: The unit prices awarded for a mini-bid.

Mixed Paper: A variety of paper including but not limited to office paper, newsprint, magazines, junk mail and paperboard products. This excludes tissue paper, toweling, paper plates and cups, wax coated corrugated cardboard and other low-grade paper products which become unusable to paper mills as a result of normal intended use.

Municipal Solid Waste: Any residential or commercial solid waste generated by the Authorized User consisting of everyday items discarded by the public and collected and disposed of as part of a normal municipal solid waste collection service. Municipal Solid Waste does not include hazardous waste, medical waste, combustion ash generated by resource recovery facilities or municipal incinerators or waste material from manufacturing or processing operations.

Must: Denotes the imperative in a contract clause or specification. “Must” is synonymous with “required.” Also see “Shall” and “May”.

NYS Vendor ID: Shall refer to the ten-character identifier issued by New York State when a vendor is registered in the Vendor File.

New York State Procurement (NYSPro): Shall refer to the division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by Authorized Users.

OGS: Means the New York State Office of General Services.

On-site: Refers to any space owned or leased by the Authorized User or which is open to the public at which the Authorized User’s business operations are conducted.

Plastic Bottles: All narrow neck plastic containers.

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Prevailing Wage Rate: as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Prevailing wage requirements for this RFP are contained herein.

Project Definition: A specific need for trash removal and/or recycling services, which is detailed in writing by an Authorized User and used to solicit bids from successful bidders under this RFP and possibly used as a basis of a contract formed thereunder. Only those Bidders who submit a successful proposal and are awarded a contract from this RFP will be eligible to bid the individual project definitions. All terms and conditions of this RFP will apply to the project definition unless otherwise stated in the project definition.

Recyclable or Recyclable Material: A material that has the potential to be recycled and which is pre-sorted from solid waste and not contaminated by significant amounts of residuals.

Recyclable Floor Price: The minimum price that a Contractor will pay to the Authorized User for a recyclable material.

Recyclable Processing Fee: A fee charged by the Contractor for recycling material at a recycler.

Recycling: The processing of used materials into new products in order to prevent waste of potentially useful materials, reduce the consumption of fresh raw materials, reduce energy usage, reduce air and water pollution, reduce the need for "conventional" waste disposal, and lower greenhouse gas emissions compared to virgin production and creates jobs.

Recycling Revenue: Revenue generated from the sale of recyclable materials.

Request for Proposal (RFP): shall refer to this proposal and the resultant submission of a contractor's bid for performance and later, the awarded contracts.

Rental Fee: A fee charged by the Contractor for the rental of a compactor or roll-off container.

Responsive Bidder: Shall mean a Bidder meeting the specifications and requirements of this RFP, as determined by the OGS Commissioner.

Revenue Sharing Component: A component of the Contractor's bid price that consists of revenue generated from the sale of recyclables that is shared with the Authorized User.

Revenue Sharing Percentage: The percentage of revenue generated from the sale of recyclables that a Contractor agrees to pay to an Authorized User.

Scrap Metal: Ferrous ~~and non-ferrous~~ metals that may include, but are not limited to small appliances, lawn mowers, bicycles, metal furniture, barbecue grills, and automotive parts. **For the purposes of this RFP scrap metal does not include non-ferrous metals such as aluminum, brass, copper or stainless steel.**

Shall: Denotes the imperative in a contract clause or specification. "Shall" is synonymous with "required." Also see "Must" and "May."

Solid waste: All materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludge from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

State: Means the State of New York.

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Suitability: Refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract without undue risk to the interests of the Authorized User.

Suitability determination: A suitability determination is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Tipping Fee: A fee charged for the disposal of waste at a waste processing facility. Tipping fees may also be referred to as Disposal Fees, Dump Fees or Gate Fees.

White Paper: All high-grade white paper including, but not limited to, printed materials and copy paper.

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SECTION 3: PROPOSAL REQUIREMENTS

3.1 QUALIFICATIONS OF PROSPECTIVE BIDDERS

A bidder may be any entity that can provide the Recycling and Trash Removal services outlined in this RFP provided that the minimum qualifications listed below are met. Prospective bidders shall submit the information listed below that provides satisfactory evidence that it has adequate experience, financial resources and organization to perform the type, magnitude and quality of the services that are specified in this RFP.

In addition, the State reserves the right to request additional documentation and/or company financial statements from the bidder and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

Minimum Qualifications:

1. The bidder must provide documentation establishing the legal status of the bidding entity and any proposed subcontractors and must be registered with the New York State Department of State as an entity authorized to conduct business in New York State;
2. **The bidder must demonstrate that the company has provided the Recycling and Trash Removal Services being bid on for at least three years prior to the submission of the bid to facilities such as schools, colleges, correctional facilities, office buildings or other large municipal or commercial accounts that are similar in scope to the size, nature and complexity of the facilities being serviced under this RFP.** For the purposes of this RFP, experience providing the following service categories of recycling and trash removal services shall qualify the vendor for the lots indicated:

Service Category Number	Service Category	RFP Lots
1	Disposal of municipal solid waste in bins, dumpsters or loose pickup	Lots 1 and 4
2	Disposal of municipal solid waste in compactors	Lot 2
3	Disposal of construction and demolition materials	Lot 3
4	Single stream recycling, dual stream recycling or recycling of cardboard, paper, plastics, glass or metal food containers	Lots 5, 6, 7, 8, 9, 10, 11 and 12
5	Recycling of scrap steel	Lot 13
6	Shredding and Recycling of Mixed Paper	Lot 14
7	Composting of either green waste or food waste/organics	Lots 15 and 16
8	Recycling of construction and demolition materials	Lot 17

3. The bidder must demonstrate that it has a company owned facility located either in the region(s) being bid on, in a region adjacent to the region(s) being bid on, **or in an out of state county adjacent to the region(s) being bid on;**
4. The bidder must provide a listing of all waste processing or recycling facilities where materials will be delivered for each region and lot being bid.

Prospective bidders are advised that the State's intent in establishing the requirements listed above is to ensure that only qualified and reliable Contractors perform work under this contract. The bidders shall have the burden of demonstrating to the satisfaction of the Office of General Services that it in fact can perform the work requested hereunder. This shall be in the form of written statements as to the bidder's experience, references, listing of contracts performed, financial statements (if requested) and ability to respond such that OGS can evaluate the bidder's ability to perform under this RFP. All statements made must be able to be independently verified by OGS.

OGS retains the right to accept substantially equivalent documentation of qualifications and to request any additional information pertaining to the bidder's ability, qualifications, and procedures used to accomplish all work under this contract, as

(continued)

it deems necessary to ensure safe and satisfactory work. The State may waive minor deviations of a bidder from the above requirements, if the State deems that the bidder is capable.

Please note that the use of sub-contractors is permissible under this contract provided the subcontractor agrees to the same terms and conditions as the contractor and the contractor remains responsible for performance of the contract terms and conditions. In the event of dissatisfactory performance of the sub-contractor, the contractor is ultimately responsible. OGS reserves the right to approve or disapprove sub-contractors. (Refer to paragraph 44 in Appendix B)

3.2 ADMINISTRATIVE PROPOSAL REQUIREMENTS

After the bid opening, each proposal will be screened for completeness and conformance with the stated requirements for bid submission as set forth herein. Any bid not meeting these requirements may be deemed nonresponsive and denied further consideration for award. A complete Administrative Proposal will consist of the following items, as further detailed in §5, *Format and Content of Bid Submittal*:

1. Bidder must complete, sign and submit Page 1 of the RFP
2. Bidder must complete, sign, have notarized and submit Page 2 of the RFP
3. Bidder must complete and submit Attachment 4 - *General Questions*
4. Bidder must complete, sign and submit Attachment 5 - *New York State Required Certifications*
5. Bidder shall submit a commitment to obtain or submit proof of Compliance with Workers' Compensation, Disability Coverage and General Liability Insurance requirements as outlined in Attachment 6, *Insurance Requirements*.
6. Bidder shall complete and submit Attachment 7 - *Encouraging Use of NYS Businesses in Contract Performance*. Any supporting documentation shall also be submitted with this Attachment.
7. Bidder shall complete, sign, notarize and submit Contractor Certification, ST-220-CA (see Section 8.16, *Tax Law § 5-a*)
8. Bidder shall complete, sign and submit Form EEO100 – *Equal Employment Opportunity Staffing Plan*; see Section 8.17, *Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority- and Women-Owned Business Enterprises*.
9. Bidder shall complete and submit a Vendor Responsibility Questionnaire For-Profit Business Entity or submit proof of on-line submission (See Section 8.15 *New York State Vendor Responsibility Questionnaire For-Profit Business Entity*);
10. Bidder shall provide proof of registration with the New York State Department of State as an entity authorized to do business in the State of New York;
11. If Bidder is including extraneous terms or proposal deviations, include materials as per the requirements in Appendix B. Please refer to Section 3.5, *Proposal Deviations*, for details. – Microsoft Word format is preferred (2007 version or higher).
12. Bidder shall complete and submit Attachment 12 - *Proposal Checklist*.

3.3 TECHNICAL PROPOSAL REQUIREMENTS

This section sets forth the technical proposal requirements of the RFP, which includes the submittal of mandatory information demonstrating that the bidder meets the minimum qualifications outlined in Section 3.1 '*Qualifications of Prospective Bidders*' and an MWBE/SBE Quantitative Factor Credit.

A complete Technical Proposal will consist of the following four items:

- Executive Summary – Attachment 8
- Facility Information Forms – Attachment 9
- Account References – Attachment 10

(continued)

- MWBE/SBE Quantitative Factor Credit

3.3.1 Executive Summary

Bidders must provide the following mandatory information using Attachment 8 – *Executive Summary* which demonstrates the bidder’s ability to meet the minimum qualifications outlined in Section 3.1.

Mandatory Company Information

1. The location of the company’s headquarters;
2. A summary of the company’s operations including, but not limited to, the date the company was organized, when and where it is was incorporated, a summary of the company’s gross annual sales for the last three years and the number of employees currently on the company’s payroll;
3. The name and contact information of the executive manager who will be assigned overall responsibility for the contract on a statewide basis;
4. A description of the types of Recycling and Trash Removal Services that the company has provided in New York State and the length of time that these services have been offered. This information shall be provided using the Service Categories listed in Section 3.1 ‘*Minimum Qualifications*’;

3.3.2 Vendor Facility Information

Bidders must provide the following mandatory information using Attachment 9 – *Facility Information Form* which demonstrates that the bidder has a company owned facility located either in the region(s) being bid on or adjacent to the region(s) being bid on as required in the minimum qualifications listed in Section 3.1.

1. A *Facility Information Form* (Attachment 8) must be provided for each local facility that will serve the regions being bid on.

The following information must be provided for each facility:

1. The name and address of the facility;
2. The contact name, phone number and email for facility;
3. A summary of the company’s staffing and equipment operating out of the facility including the number of staff and number and types of trash removal and/or recycling vehicles that can be committed to any contract which results from this RFP;

3.3.3 Account References

Bidders must provide the following mandatory account reference information using Attachment 10 – *Account Reference Form* which demonstrates at least three years of experience performing the Recycling and Trash Removal Services contained in the Service Categories that correspond to the lots being bid on as required in the minimum qualifications listed in Section 3.1. Please note that bidders will be evaluated on the account references provided.

1. The bidder shall submit account references in accordance with the following:
 - a. A minimum of three total account references must be provided;
 - b. A minimum of one account reference must be provided for each Service Category that corresponds to the lots being bid on;
 - c. The account references must be for commercial or government accounts that demonstrates that the company has provided the Recycling and Trash Removal Services to facilities such as schools, colleges, correctional facilities, office buildings or other large municipal or commercial accounts that are similar in scope to the size, nature and complexity of the facilities being serviced under this RFP;

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- d. The account references must demonstrate at least three years of experience in each Service Category that corresponds to the lots being bid on;
- e. The account references should also demonstrate experience servicing the container types (bins, dumpsters, compactors, roll-offs, etc.) included in each of the lots being bid on.
- f. The bidder is encouraged to submit more than the minimum number of references in order to fully demonstrate the experience level of the company

All account references shall be submitted using Attachment 10 – *Account Reference Form*.

The following information shall be provided for each account:

1. The customer's name, the contract number and the name and contact information of the customer's representative who can verify all information provided;
2. The bidder shall provide the name of the facility serviced, the address of the facility and provide a description of the type of facility that was serviced (for example school, college, correctional facility, office building, etc.).
3. The bidder shall describe the types of recycling and/or trash removal services that were provided, the types of containers utilized for the contract (for example loose pickup, bins, dumpsters, compactors, roll-offs, etc.) and the number of years that the bidder serviced the contract.

Note: Any prospective bidder that fails to submit, in whole or in part, the above mandatory information attesting to its qualifications will result in a rejection of the bid of that bidder.

3.3.4 MWBE/SBE Quantitative Factor Credit

NYSPro will award points to Bidders that are small businesses (SBEs) or certified minority- or women-owned business enterprises (MWBEs) as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law.

In awarding points for the MWBE/SBE Quantitative Factor Credit, the following will be considered:

- A Bidder shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.
- Proposals deemed responsive will be evaluated in detail against weighted criteria. A Bidder's Technical Score will be based on the following criteria:
 - Is your company a New York State Certified Minority-owned Business?
 - Is your company a New York State Certified Women-owned Business?
 - Is your company a Small Business as defined in Executive Law Section 310(20) and as detailed in the *New York State Required Certifications* (form attached hereto as Attachment 5)

See Section 6.3.2.4 for further information on how points will be awarded for the MWBE/SBE Quantitative Factor Credit.

3.4 COST PROPOSAL REQUIREMENTS

This section sets forth the Cost Proposal Requirements of the RFP, which includes the submittal of pricing information for the lots and regions being bid on and documentation of all Tipping and Recyclable Processing Fees.

A complete Cost Proposal consists of the following items:

- Price Pages – Attachment 1
- Certification of Tipping and/or Recyclable Processing Fees – Attachment 2

The following mandatory information must be submitted with the bid:

1. Bidders must complete and submit Attachment 1 – '*Price Pages*' which indicates the regions, lots and pricing information that the Bidder wishes to provide a bid for. The attachment shall be completed in accordance with the following:

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- a. Bidders may provide a bid for any or all lots within a region(s);
 - b. Bidders are not required to provide a bid for every lot within a region;
 - c. Within a lot and region the bidder is required to provide pricing for all items contained in the lot;
 - d. Within a lot and region the bidder is required to provide a bid for all prices and fees listed on the price page for that lot and region (including the price per container per pickup, price per cy per pickup, rental fee, haul charge, recyclable processing fee, recyclable floor price and revenue sharing percentage).
 - e. Failure to provide a bid for all prices and fees (including the price per container per pickup, price per cubic yard per pickup, rental fee, haul charge, recyclable processing fee, recyclable floor price and revenue sharing percentage) shall result in the rejection of the bid for that lot.
2. The Bidder must complete and submit Attachment 2 - *Certification of Tipping/Processing Fee Forms* for each waste processing or recycling facility that will be used in the performance of this contract. These forms must be signed by an officer of the company and must be notarized. The following information shall be provided using the attachment:
 - a. The name and address of the facility where the trash or recyclables will be delivered;
 - b. A contact name, phone number and email for the facility;
 - c. The regions and lots that the facility will provide service for;
 - d. The tipping or recyclable processing fees associated with the regions and lots

3.5 PROPOSAL DEVIATIONS

Pursuant to Appendix B, §8, *Extraneous Terms*, a Bid 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 non-responsive and may result in rejection of the Bid.

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.

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SECTION 4: PROCUREMENT/ADMINISTRATIVE BACKGROUND**4.1 NEW YORK STATE PROCUREMENT RIGHTS**

New York State reserves the right to:

- A. Reject any or all Proposals or separable portions of Proposals received in response to the RFP;
- B. Withdraw the RFP at any time, at the sole discretion of OGS;
- C. Make an award under the RFP in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of the RFP;
- E. Seek clarifications and revisions of Proposals;
- F. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- G. Prior to the bid opening, direct Bidders to submit Proposal modifications addressing subsequent RFP amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Accept or reject illegible, incomplete or vague Proposals;
- L. Utilize any and all ideas submitted in the Proposals received;
- M. Adopt all or any part of a Bidder's Proposal in selecting the optimum configuration;
- N. Negotiate with the Bidder(s) responding to this RFP within the RFP requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' Proposals;
- O. Request any information deemed necessary for proper evaluation of Proposals from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Proposal;
- P. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Proposal and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- Q. Select and award the Contract to other than the selected Bidder in the event that the State is unsuccessful in negotiating a Contract with the selected Contractor within 30 days of Contract award or, optionally, in other specified circumstances as detailed in the RFP requirements;
- R. Use Proposal information obtained through the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to NYSPro's request for clarifying information in the course of evaluation and/or selection under the RFP;
- S. Request current Bidder financial statement(s) that demonstrate Bidder's ability to service a Contract with dollar sales volume similar to the scope of this RFP;
- T. Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
- U. Reject any Proposal or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include but are not limited to: any changes to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;
- V. Reject an unbalanced Proposal, or a Proposal containing incomplete, unreasonable or unrealistic pricing, as determined by the State;
- W. Offer a Bidder the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing;
- X. Accept or reject a conditional or revocable Proposal which clearly communicates the terms or limitations of acceptance;
- Y. Consider and utilize the proper alternative or corrected reference/parameter/component/product/etc. in instances where an incorrect reference/parameter/component/product/etc. is stated by the State or by the Bidder.
- Z. Have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a

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reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation. The determination of whether a technicality or deviation is ‘minor’ shall be reserved to the State, and such a determination by the State’s Commissioner of General Services shall be conclusive and binding on the parties.

4.2 BIDDER DEBRIEFING

Unsuccessful Bidders shall be notified by OGS. A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to a review of that Bidder’s proposal or bid. After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

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SECTION 5: FORMAT AND CONTENT OF BID SUBMITTAL

5.1 RESPONSIVENESS

To be considered responsive, a Bidder must submit a complete proposal that satisfies and addresses all requirements stated in this RFP. EXCEPT AS OTHERWISE PROVIDED IN THIS RFP, A PROPOSAL THAT FAILS TO CONFORM TO ALL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

Please note that receipt of these bid documents does not indicate that the Office of General Services NYSPRO 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.

5.2 INCORPORATION

Portions of the successful Bidder's proposal and of this RFP shall be incorporated into a final Contract, with a separate document executed by the Contractor and OGS. Therefore, the proposal must be signed by a partner, corporate officer, or other person authorized to commit its company to all provisions of the RFP and its proposal as submitted. Once the Contract resulting from this RFP is executed and approved, it will be posted on the OGS website.

5.3 PROPOSAL FORMAT

To be considered responsive, a Bidder must submit a complete Proposal that satisfies and addresses all requirements stated in this RFP. EXCEPT AS OTHERWISE PROVIDED IN THIS RFP, A PROPOSAL THAT FAILS TO CONFORM TO ALL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED. Failure to submit the following items in the manner specified in this section will render the Proposal non-responsive and the Proposal will be disqualified.

A Bidder's Proposal shall be organized in **three (3) separate parts: (1) Administrative Proposal, (2) Technical Proposal and (3) Cost Proposal** (collectively referred to herein as "Submissions"). Each part will be evaluated separately. Each part shall indicate its content and be separately sealed and labeled, as applicable: ADMINISTRATIVE, TECHNICAL or COST PROPOSAL.

Bidder **MUST** submit **TWO ORIGINAL HARD COPIES** and **TWO ELECTRONIC COPIES**, on separate USB 2 or 3 compliant Flash Drives, of each part of the Proposal (Administrative, Technical and Cost). Loose-leaf binders shall be provided for the hard copy submissions.

1. Bidders shall submit a total of two (2) separate original hard copies for each of the Administrative, Technical and Cost Proposals.
2. Bidders shall submit a total of two (2) electronic versions for each of the Administrative, Technical and Cost Proposals. Electronic media shall be included on USB 2 or 3 compliant Flash Drives and clearly labeled. The electronic versions of the Proposals are to be sealed within the corresponding hard copies.
3. **The Administrative, Technical and Cost Proposals shall be separately sealed and labeled.** The official name of the Bidder's organization(s), the name and number of the RFP and either ADMINISTRATIVE, TECHNICAL or COST PROPOSAL must appear on the outside front cover of each copy. If the Proposals are submitted in loose-leaf binders, this information should also appear on the spine of the binders. USB Flash Drives shall be labeled with the same information.
4. All Proposals must be machine produced. Hand written Proposals will be disqualified.
5. Bidder shall NOT include any cost information (Attachment 1 'Price Pages' or Attachment 2 'Certification of Tipping and/or Recyclable Processing Fees') in the Bidder's Administrative Proposal or Technical Proposal in either the hard copy or the electronic Proposal. Inclusion of such cost information in the Administrative or Technical Proposals may result in disqualification of the Proposal.
6. The Cost Proposal must not contain any material that is applicable to the Administrative Proposal or the Technical Proposal in either the hard copy or the electronic Proposal. Inclusion of such information in the Financial Proposal may result in the disqualification of the Proposal.
7. In the event that there are any inconsistencies between the electronic Submissions and the hard copy Submissions, or between multiple hard copy Submissions for each of the three (3) parts of the Proposal, the Original, wet ink, hard copy will be deemed controlling by OGS when reviewing each Proposal.

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8. A Bidder may submit amendments to their Proposal(s) prior to the Proposal Submission due date as described in Key Events/Dates. Any amended pages submitted by a Bidder to be incorporated into the Proposal shall show the date of the revision and indicate the portion of the page(s) being changed.
9. **Please ensure the Administrative, Technical and Cost Proposal packets contain no extraneous documentation, sales literature or other documentation.** This information shall be submitted in a separate sealed envelope labeled as “*Supplemental Information*”. See Section 3.5 *Proposal Deviations*, for further information.
10. All Proposals and accompanying documentation shall become the property of the State of New York and shall not be returned.

5.4 PROPOSAL CONTENT

The bidder’s proposal shall contain the following documentation:

5.4.1 ADMINISTRATIVE PROPOSAL

A complete administrative proposal consists of the following:

1. Two USB 2 or 3 compliant Flash Drives containing the documentation required in Section 3.2 – *Administrative Proposal Requirements*
2. Two loose leaf binders containing originals of each of the documentation required in Section 3.2 – *Administrative Proposal Requirements*

5.4.2 TECHNICAL PROPOSAL

A complete technical proposal consists of the following:

1. Two USB 2 or 3 compliant Flash Drives containing each of the following items:
 - A completed Attachment 8 – *Executive Summary*
 - A completed Attachment 9 – *Facility Information Form* for each company owned local facility
 - A completed Attachment 10 – *Account References* for each reference being submitted
2. Two loose leaf binders containing printouts of each of the following items:
 - A completed Attachment 8 – *Executive Summary*
 - A completed Attachment 9 – *Facility Information Form* for each company owned local facility
 - A completed Attachment 10 – *Account References* for each reference being submitted

5.4.3 COST PROPOSAL

A complete cost proposal consists of the following:

1. Two USB 2 or 3 compliant Flash Drives containing each of the following items:
 - Completed Attachment 1 – *Price Pages*
 - Completed Attachment 2 - *Certification of Tipping/Recyclable Processing Fee Forms* for each waste or recyclable processing facility used in the contract
2. Two loose leaf binder containing hard printouts of the following items:
 - Completed Attachment 1 – *Price Pages*
 - Completed Attachment 2 - *Certification of Tipping/Recyclable Processing Fee Forms* for each waste or recyclable processing facility used in the contract

5.5 PACKAGING OF RFP RESPONSE

If using a commercial delivery company that requires that their shipping package or envelope is used, your Proposal must be placed within the second sealed envelope and labeled as detailed below. This will ensure that Bidder’s Proposal is not prematurely opened.

All Proposals must have a label on the outside of the box or package itemizing the following information:

1. **BID ENCLOSED** (preferably bold, large print, all capital letters)
2. Bid Number (RFP 22760)
3. Bid Opening Date and Time (**December 18, 2014** 11:00 AM EST)
4. The number of boxes or packages (i.e., 1 of 2; 2 of 2)

Bidder’s Proposals must be submitted in sealed packages and received on or before 11:00 AM ET on **December 18, 2014**.

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BIDDERS SHOULD TAKE SPECIAL NOTE OF THE FOLLOWING:

1. E-Mail or Facsimile Proposal Submissions are NOT acceptable.
2. The complete Proposal package must be received by this office by the date and time of the Bid opening. Late Proposals shall be rejected.

5.6 PROPOSAL DELIVERY INSTRUCTIONS

Complete Proposals in response to this RFP are to be packaged, sealed and submitted to the Office of General Services, NYSPRO. Responses must be addressed to:

NYS Office of General Services
NYSPRO
Corning Tower, 38th Floor
Reception Desk
Empire State Plaza
Albany, NY 12242

Bidders must allow extra time to comply with the Building Access procedures in effect at the Empire State Plaza when hand-delivering Proposals or using deliveries by independent courier services. Bidders assume all risks for timely, properly submitted deliveries.

5.7 PROPOSAL LIABILITY

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract. Proposals must be received in the above office on or before 11:00 AM ET on Bid Opening date referenced in §2.1. Bidder assumes all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of bids to OGS prior to the date of the bid opening. LATE BIDS shall be rejected.

E-mail or faxed bid submissions are not acceptable and shall not be considered. The received time of proposals will be determined by OGS by the clock at the above noted location.

NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.

5.8 IMPORTANT BUILDING ACCESS PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk.

A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the NYSPRO receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the NYSPRO Receptionist. The Receptionist will register the visitor at that time but delays may occur. Bidders who intend to deliver Bids or conduct NYSPRO business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

Note: Bids not received within OGS by the time and date shown on the front page of the Bid document shall be considered late and shall be rejected.

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SECTION 6: METHOD OF AWARD/EVALUATION PROCESS

6.1 STATE EVALUATION PHILOSOPHY

New York State evaluates Proposals for products and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. Through this process the State identifies Bidders who will best meet its needs and will be the most cost effective. All proposals will be evaluated uniformly and consistently, ensuring that each Bidder has an equal opportunity to be considered. The evaluation process will be conducted as described in this section.

6.2 METHOD OF AWARD

There are two Methods of Award which apply to this RFP. The first is for the initial response to this RFP which seeks to prequalify contractors and award Master Contracts, and the second is for the award of Mini-Bid Contracts let through the use of a Project Definition and Mini-Bid Process.

The two Method of Awards shall be as specified in the following sections:

6.2.1 Method of Award for Master Contracts

This section applies to the award of Master Contracts awarded as a result of the initial responses to this RFP. Master Contracts will be awarded for each Lot and Region using a Best Value evaluation for all responsive and responsible Bidders as described in §6.3, Evaluation Process. For the purposes of this RFP, Best Value shall be equated to the Bidder meeting or exceeding the qualifying and mandatory administrative and technical requirements of this RFP and having a total score of at least 60 points for the Lot and Region bid. The total score shall be computed by adding the individual scores for each submittal (Administrative, Technical and Cost).

6.2.2 Method of Award for Mini-Bid Contracts

This section applies to the award of Mini-Bid Contracts which will be let after the initial RFP evaluation has been completed and Master Contracts awarded.

Mini-Bid Contracts will be awarded on the basis of lowest cost using the prices bid during the Mini-bid. For Project Definitions that contain more than one Lot, Award may be made to one Contractor for all Lots on the basis of Total Lowest Cost (the costs for the individual Lots are summed to create the Total Cost) or separate Awards may be made for individual Lots at the discretion of the Authorized User.

For all Mini-bid awards, the Contractor must be prequalified for the Lot(s) and Region being bid on, and the Mini-Bid Unit Pricing must meet the requirements of Section 7.22 *Pricing*.

6.3 EVALUATION PROCESS

Proposals will consist of three (3) submittals: an Administrative Proposal, a Technical Proposal and a Cost Proposal. Each submittal will be evaluated separately and independently in accordance with the RFP requirements and will be assigned points as described below. Bidders shall refer to §3.2, Administrative Proposal Requirements; §3.3, Technical Proposal Requirements and §3.4, Cost Proposal Requirements respectively for more comprehensive information specific to each part.

Proposals will be evaluated for each lot and region by combining the scores for the three submittals. Each submittal will be valued using the following percentages and maximum number of points:

1. Administrative Proposal – Valued at 0% (0 points maximum)
2. Technical Proposal – Valued at 50% (50 points maximum)
3. Cost Proposal – Valued at 50% (50 points maximum)

Points for each submittal will be assigned as described in the following sections:

6.3.1 ADMINISTRATIVE EVALUATION

The Administrative Proposal evaluation is Pass/Fail and will consist of a proposal screening for completeness and conformance with stated requirements for proposal submission as set forth in §3.2, Administrative Proposal

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Requirements. Any proposal not meeting these requirements or deemed to be materially incomplete may be denied further consideration.

Note: No cost information shall be included in the Administrative Proposal.

6.3.2 TECHNICAL EVALUATION

The evaluation of the Technical Proposal consists of a combination of Pass/Fail and scored items and is valued at 50% of the overall RFP evaluation. Proposals in which the Bidder does not supply all Mandatory Information will be rejected and will receive no further consideration. Proposals that contain all of the required Mandatory Information will be evaluated in accordance with the following:

6.3.2.1 Executive Summary

The following item will be reviewed to ensure that the minimum qualifications of the RFP are met and then will be scored as a Pass/Fail:

- The *Executive Summary* – Attachment 8

6.3.2.2 Facility Information Forms

The following item will be reviewed to ensure that the minimum qualifications of the RFP are met and then will be scored from 0 to 10.0 points. The scoring will be determined by reviewing the bidder's responses and evaluating them based on the number of staff (0 to 5 points) and number of trash removal and/or recycling vehicles (0 to 5 points) that operate out of the facility and which can be committed to any contract which results from this RFP.

- The completed *Facility Information Forms* – Attachment 9

6.3.2.3 Account References

The following item will be reviewed to ensure that the minimum qualifications of the RFP are met and then will be scored from 0 to 37.5 points. The scoring will be determined by reviewing the bidder's responses and evaluating them based on how well the references match the container sizes included in the lots being bid on (0 to 7.5 points), the average number of years serviced by the accounts (0 to 10 points) and the contractor's performance servicing the accounts (0 to 20.0 points). To determine the Contractor's performance servicing the accounts, NYSPro will contact the customer's representative listed on the Account Reference Form to obtain a "Good", "Average" or "Poor" rating for the contractor's performance.

- The completed *Account Reference Forms* - Attachment 10

6.3.2.4 MWBE/SB Quantitative Factor Credit

The MWBE/SBE Quantitative Factor Credit will be awarded to a Bidder who meets at least one of the following criteria. The Quantitative Factor Credit will be awarded based on only one of the following criteria, even if a Bidder meets both criteria. A Bidder is eligible to receive two and one half (2 ½) points, as follows:

- For a Bidder to receive the Quantitative Factor Credit for being a MWBE, Bidder must have been listed as a MWBE in the directory of New York State Certified MWBEs ("Directory") on the RFP's due date. The Directory is available at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>. If the Bidder is not in the Directory on the RFP's due date, the Bidder will not receive the Quantitative Factor Credit.
- For the Bidder to receive the Quantitative Factor Credit for being a SBE, the Bidder must be eligible to check and have checked item # 2 of the Small Business Certification, within Attachment 7 *New York State Required Certifications* and submit it with the Proposal. If the Bidder is either not eligible to check or failed to check item # 2 of the Small Business Certification, the Bidder will not receive the Quantitative Factor Credit.

(continued)

6.3.3 COST PROPOSAL EVALUATION

The Cost Proposal will be valued at 50% of the overall RFP evaluation. The cost proposal will be evaluated in accordance with the following based on the prices offered by the Bidder in Attachment 1 – *Price Pages*.

A maximum of 50 points will be assigned to the Cost Proposal using the following methodology:

1. For each lot and region, each bidder's unit prices for the items within the lot will be averaged together to create a 'Bidder's Average' for that lot and region. The calculation of the 'Bidder's Average' will be performed as detailed in this section (see below).
2. Next, for each lot and region, an average will be taken of the 'Bidder's Average' for all bids received to create a 'Lot and Region Average'.
3. Finally, for each lot and region, the 'Bidder's Average' (computed in Step 1) for each bidder will be compared to the 'Lot and Region Average' (computed in Step 2), and points will be assigned as described below.

Point Assignment:

If the 'Bidder's Average' is 100% or less of the 'Lot and Region Average', 50 points

If the 'Bidder's Average' is between 101% and 110% of the 'Lot and Region Average', 40 points

If the 'Bidder's Average' is between 111% and 120% of the 'Lot and Region Average', 30 points

If the 'Bidder's Average' is between 121% and 130% of the 'Lot and Region Average', 20 points

If the 'Bidder's Average' is between 131% and 140% of the 'Lot and Region Average', 10 points

If the 'Bidder's Average' is greater than 140% of the 'Lot and Region Average', 0 points

Calculation of the Bidder's Average will be in accordance with the following:

Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-Off Containers

Bidder's Average = [(Item 1 Price) + (Item 2 Price) + (Item 3 Price)]/3

Where: Item 1 Price = Price per Container per Pickup

Item 2 Price = Price per CY per Pickup

Item 3 Price = (Rental Fee)/40 CY + (Tipping Fee) x (0.1125) + (Haul Charge)/40 CY

Note: 0.1125 is a conversion factor, based on a standard weight of municipal solid waste of 225 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Lot 2 – Disposal of Municipal Solid Waste in Compactors

Bidder's Average = (Rental Fee)/40 CY + (Tipping Fee) x (0.3750) + (Haul Charge)/40 CY

Note: 0.3750 is a conversion factor, based on a standard weight of compacted municipal solid waste of 750 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Lot 3 – Disposal of Construction & Demolition (C&D) Materials

Bidder's Average = (Rental Fee)/40 CY + (Tipping Fee) x (0.3250) + (Haul Charge)/40 CY

Note: 0.3250 is a conversion factor, based on a standard weight of construction and demolition materials of 650 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Lot 4 – Disposal of Loose or Bulky Non-Recyclable Municipal Solid Waste

(continued)

Bidder’s Average = (Price per CY)

Lot 5 – Single Stream Recycling

Lot 6 - Recycling of Comingled Recyclables, Excluding Paper Products (For Dual Stream Recycling)

Lot 7 - Recycling of Metal Food Containers

Lot 8 - Recycling of Glass Containers

Lot 9 - Recycling of Plastics

Lot 10 - Recycling of Corrugated Cardboard

Lot 11 - Recycling of Mixed Paper

Lot 12 - Recycling of High Grade Office Paper

Bidder’s Average = [(Item 1 Price)+(PF)(CF)-(FP)(RS)+(Item 2 Price)+(PF)(CF) -(FP)(RS)+(Item 3 Price)+(PF)(CF)-(FP)(RS)]/3

Where: Item 1 Price = the price per container per pickup

PF = the Recyclable Processing Fee (dollars per ton)

CF = a conversion factor which is used to convert dollars per ton to dollars per cubic yard. See Table 1 for the values of the conversion factors used for Lots 5 through 12.

FP = the Recyclable Floor Price (dollars per ton)

RS = the Revenue Sharing Percentage (from 0 to 100 percent)

Item 2 Price = the price per CY per pickup

Item 3 Price = (Rental Fee)/40 CY + (Haul Charge)/40 CY

Table 1: Conversion Factors (CF) for Lots 5 through 12

Lot Number	Lot Description	Standard Weight (Pounds per CY)	Conversion Factor (CF)
5	Single Stream Recycling	125	0.0625
6	Recycling of Comingled Recyclables, Excluding Paper Products (For Dual Stream Recycling)	120	0.0600
7	Recycling of Metal Food Containers	105	0.0525
8	Recycling of Glass Containers	665	0.3325
9	Recycling of Plastics	34	0.0170
10	Recycling of Corrugated Cardboard	100	0.0500
11	Recycling of Mixed Paper	315	0.1575
12	Recycling of High Grade Office Paper	315	0.1575

Lot 13 – Recycling of Scrap Metal

Bidder’s Average = (Rental Fee)/40 CY + (Haul Charge)/40 CY + (PF)(CF) - (FP)(RS)

Where: PF = the Recyclable Processing Fee (dollars per ton)

CF = 0.4575, which is a conversion factor based on a standard weight of 915 pounds per cubic yard for scrap metal which is used to convert dollars per ton to dollars per cubic yard.

FP = the Recyclable Floor Price (dollars per ton)

RS = the Revenue Sharing Percentage (from 0 to 100 percent)

Lot 14 – Shredding and Recycling of Mixed Paper

Bidder’s Average = (Price per container per pickup)

(continued)

Lot 15 – Composting of Green Waste in Dumpsters or Roll-Off Containers

Bidder's Average = [(Item 1 Price) + (Item 2 Price)]/2

Where: Item 1 Price = the price per CY per pickup

Item 2 Price = (Rental Fee)/40 CY + (Processing Fee) x (0.170) + (Haul Charge)/40 CY

Note: 0.170 is a conversion factor, based on a standard weight of green waste of 340 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Lot 16 – Composting of Food Waste and Organics in Bins, Dumpsters or Roll-Off Containers

Bidder's Average = [(Item 1 Price) + (Item 2 Price) + (Item 3 Price)]/3

Where: Item 1 Price = the price per container per pickup

Item 2 Price = the price per CY per pickup

Item 3 Price = (Rental Fee)/40 CY + (Processing Fee) x (0.750) + (Haul Charge)/40 CY

Note: 0.750 is a conversion factor, based on a standard weight of food waste of 1500 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Lot 17 – Recycling of Construction & Demolition (C&D) Materials

Bidder's Average = (Rental Fee)/40 CY + (Processing Fee) x (0.3250) + (Haul Charge)/40 CY

Note: 0.3250 is a conversion factor, based on a standard weight of construction and demolition materials of 650 pounds per cubic yard, which is used to convert dollars per ton to dollars per cubic yard.

Calculation of the 'Lot and Region Average' will be made in accordance with the following:

Lot and Region Average = the Average of all 'Bidder's Average' for a lot and region.

6.4 PROPOSAL RANKING

Bidders will be ranked based on their total combined score for all three submittals (Administrative Score, Technical Score and Cost Proposal Score) for each region and lot bid.

6.5 NOTIFICATION OF AWARD

The successful Bidders shall be advised by OGS in accordance with §26 of Appendix B. Tentative award of the Contract shall consist of written notice to that effect by OGS to successful Bidders, who shall thereupon be obligated to execute a formal Contract.

OGS also distributes e-mail notification to registered Authorized Users announcing the resultant contract award(s). The e-mail includes a hyperlink to the posted award on the OGS website and is sent via the OGS Purchaser Notification Service (PNS) to registered Authorized Users. Authorized Users may register for the PNS at the following URL address:

<http://ogs.ny.gov/PNS/default.asp> under classification code 76. All subsequent contract updates are also sent out via the PNS. Authorized Users of the contract submit purchase orders or other such order documents directly to the Contractor or reseller as appropriate. See Appendix B, §32, Purchase Orders.

6.6 VENDOR RESPONSIBILITY ON ACCURACY

Bidders are responsible for the accuracy of their Proposal. All Bidders are directed to take extreme care in developing their Proposal. Bidders are cautioned to carefully review their Proposal prior to submittal, as requests for withdrawals of any type are not likely to be granted. All exceptions and deviations must be noted in the Proposal, otherwise the Proposal will be considered in full compliance with requirements and no adjustments may be made after award is issued. Bidders should maintain complete and accurate calculation worksheets in the preparation of their Proposal which clearly support their submissions.

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6.7 ELECTRONIC BID OPENING RESULTS

OGS NYSPRO posts bid opening results on the OGS website. The website may make available bid tabulations (i.e., photocopies of price pages or spreadsheets) received by NYSPRO for scheduled bid openings. Such information is anticipated to be available online after the bid opening.

The Bid Opening Results Page is available at: <http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp>.

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SECTION 7: SPECIFICATIONS

7.1 GENERAL REQUIREMENTS

Unless provided otherwise in the Mini-bid specifications, this is a full service contract. For the purposes of this contract, ‘full service contract’ shall mean that the bidder's price includes all labor and materials required to provide the Recycling and Trash Removal Services outlined in this RFP and subsequent Project Definitions including but not necessarily limited to the supply, installation, maintenance, cleaning and servicing of the container(s) and the transport of all materials for either disposal and/or recycling; all administrative, reporting or other requirements, and all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

The Contractor is responsible for meeting all licensing requirements for the locality that they are operating in. Failure to obtain all necessary licenses will result in rejection of the Contractor’s bids for Project Definitions, their removal from the Master Contract for that region and may result in a finding of non-responsibility for the Contractor.

The Authorized User is responsible for providing an adequate base for the placement of equipment and designating any electrical requirements, special restrictions or security requirements in the Project Definition.

Should it appear that there is a real or apparent discrepancy between different sections of the specifications or between the RFP specifications and the proposal concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based his/her proposal on the more expensive manner, and the Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.

This contract does not permit the Bidder/Contractor to provide services of abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substances or any bio-med waste (red bag waste). Should contractor discover any such materials in the products to be disposed of or recycled, the contractor shall notify the authorized user immediately, provide them with the location of the waste and the time it was discovered, and the authorized user shall arrange for the waste to be properly disposed of.

7.2 SECURITY REQUIREMENTS

Authorized Users may have ongoing and/or periodic delivery and/or security restrictions that may affect service, particularly at correctional facilities. In addition, Contractors may be required to obtain security badges from the Authorized User for its employees.

Agencies shall identify all such restrictions and requirements in the Project Definition, and Contractors are responsible for meeting all security requirements and shall take these restrictions into account when bidding on specific projects. All costs for meeting security requirements shall be included **in the prices bid**.

7.3 BACKGROUND CHECKS

The Requirements of this section shall apply to the successful Bidder (Contractor) of all mini-bid contracts who will be performing on-site work for the Authorized User unless otherwise specified in the Project Definition. The cost to the Contractor for performing the requirements of this section shall be included in the prices bid for the respective lots.

Applicability:

- (1) Contractors shall perform background checks and make suitability determinations on the contractor’s employees before the individual employees can perform on-site contract services for the Authorized User.
- (2) The Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Authorized User’s Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.
- (3) The Authorized User, on a case by case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect their interests.

Background Checks:

(continued)

The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning any on-site work, and to make them available to the Authorized User when requested. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor's employee clearance to secured areas.

At a minimum, the background check and suitability determination must include an evaluation of:

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available. <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>;
2. Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
3. DMV driving records;
4. Social Security Number trace;
5. Verification of U.S. citizenship or legal resident status; and
6. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines:

In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:

1. Any loyalty or terrorism issue;
2. Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
3. Dishonorable military discharge;
4. Felony and misdemeanor offenses;
5. Drug manufacturing/trafficking/sale;
6. Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
7. Criminal sexual misconduct;
8. Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
9. Illegal use of firearms/explosives; and
10. Employment related misconduct involving dishonesty, criminal or violent behavior.

The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

1. The nature, extent and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recentness of the conduct;
4. The individual's age and maturity at the time of the conduct;
5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct.
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

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Employee Removal:

Whenever a Contractor becomes aware that any employee working at an on-site location becomes an unacceptable risk to the Authorized User the Contractor shall immediately remove that employee from the site, notify the Authorized User that such a removal has taken place, and replace them with a qualified substitute. If the approval of the Authorized User was initially required for the removed employee, then approval is required for the replacement employee.

Authorized User Notification

Prior to commencement of on-site contract performance, the Contractor shall notify the Authorized User that the background checks and suitability determinations required by this clause have been completed for affected individuals.

Uniforms and Security Badges:

All Contractor employees must be provided with company uniforms containing an identifiable company logo. The uniform requirement will at a minimum be an identifiable shirt or smock which must be worn at all times while on premises performing duties. If security badges are required by the Authorized User, these must be worn by the employees at all times and be presented to the Authorized User upon request.

7.4 REQUIREMENTS FOR BINS

For the purposes of this RFP “Bins” includes totes, toters, gondolas, recycling bins, recycling carts or other waste containers less than 1 cubic yard in volume. Unless otherwise specified all bins shall be equipped with wheels and handles for easy movement and shall be equipped with a lid. All bins shall be water tight, rodent and insect free, maintained in a sanitary and clean condition at all times and shall contain no jagged edges or holes. All bins shall be capable of safely handling the weight of the materials placed in them and shall be easy to maneuver by a single person.

7.5 REQUIREMENTS FOR DUMPSTERS

For the purposes of this RFP “Dumpsters” include Side Loaded Dumpsters, Front End Loaded Dumpsters and Rear End Loaded Dumpsters.

Dumpsters shall be placed and located in a manner satisfactory to the Facility Manager. Unless otherwise specified all dumpsters shall be equipped with tight fitting steel or plastic lids, and shall have no leaks, jagged edges or holes.

7.6 REQUIREMENTS FOR COMPACTORS

Compactors include stationary and self-contained units. All units provided for the compaction of wet waste shall be self-contained and water-tight. All compactors shall be maintained in good working order and shall have no leaks, jagged edges or holes.

The Authorized User shall be responsible for the construction of any concrete pads or other ancillary structures such as catwalks that are needed for the compactor, and the contractor shall be responsible for the installation of all other compactor components.

7.7 REQUIREMENTS FOR ROLL-OFF CONTAINERS

Roll-off containers shall meet the specific needs of the lot being bid on. All roll-off containers shall be all-metal, be in good condition and if requested by the Authorized User shall be equipped with a tight fitting screened or solid cover operated by a functional winch system that is maintained in good repair. For recycling lots, roll off containers shall be fully enclosed and waterproof unless otherwise specified by the Authorized User.

If an open-top container is specified for either the disposal or recycling of construction and demolition materials, the Authorized User shall be allowed to retain the roll-off on site for either the minimum number of days specified in the mini-bid project scope or for a minimum of 10 business days, which is greater.

7.8 ON-SITE WORK

Services performed on-site by Contractor’s employees, subcontractors or agents shall be rendered in accordance with the following requirements:

1. The Contractor is responsible for taking all necessary precautions to avoid damage to the Authorized Users equipment or facilities. Should any damage occur due to the Contractor’s operations, the Contractor shall immediately notify the facility manager, and shall repair/replace the damaged property at the Contractor’s own expense.
2. The Contractor is completely responsible for its work, including any damages or breakdowns caused by its negligence.

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3. The Contractor is required to follow all applicable facility rules and regulations.
4. Upon notification by the Authorized User of contract award, the contractor shall assist in selecting optimum equipment type/size, pick up frequencies; and the schedule for installation/delivery of equipment. This information shall be summarized in a 'Schedule of Work' which will be submitted to the Authorized User for their review and approval prior to the start of the work.
5. In larger Project Definitions where multiple pick-up locations are specified, a method of communication (i.e. cell phone, walkie-talkie, etc.) shall be provided to the Authorized User for direct communication with the driver, **call center or centralized dispatch**.
6. If, at a multi-location site, one or more pick-ups are missed, the contractor is to return to the site and service the missed pick-up(s) within 24 hours at no additional cost to the Authorized User.
7. Containers shall be emptied on all scheduled days, generally between the hours of 8:00 a.m. to 4:30 p.m. However, the exact day and expected time of each collection shall be as specified by the appropriate personnel responsible for the operation of the collection site facility. A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as directed by the Governor. The exact day and expected time for each collection shall be as specified by the appropriate User Agency. Whenever a collection day falls on a day other than a State business day, an alternate collection day within the same collection period shall be arranged with the User Agency.
8. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
9. No illegal drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
10. The user agency or Authorized User representative reserves the right to reject and bar from their facilities any employee hired by the Contractor.

7.9 OSHA TRAINING REQUIREMENTS (OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION)

The Contractor shall meet the requirements of this section unless otherwise specified by the Authorized User.

Authorized User's Facility Manager's Obligations

Prior to beginning any contract work or work assignment, the Authorized User's Facility Manager shall inform the Contractor/Contractor's representative(s) of any known specific hazard(s) and/or chemical(s) they may encounter while performing their contract obligations. The Contractor/Contractor's Representative(s) shall be responsible for information about the use of Personal Protective Equipment (PPE) required for the work and the use of PPE when required.

Contractor/Contract Employee Obligations

Prior to or upon first reporting to the work location for assignment and whenever updates or renewals occur, the Contractor/Contractor employee(s) and employees of Sub-Contractors shall present to the Authorized User's Facility Manager with proof of completion of the following OSHA required training:

1. Affected Person Lockout/Tagout,
2. Hazard Communication
3. The use of Personal Protective Equipment.

Note: Contractor's/Contractor's Employee(s) failure to provide such documentation to the Authorized User upon or prior to employee reporting to their initial work assignment shall result in the Authorized User's Facility Manager rejecting the employee(s).

7.10 NEW YORK STATE TOXIC SUBSTANCE ACT (RIGHT TO KNOW LAW)

In accordance with the New York State Toxic Substance Act and the United States Occupational Safety and Health Administration's *Hazard Communication Standard*, Right to Know/Hazard Communication programs have been implemented by Authorized Users which provide information and training to advise employees of potentially hazardous substances known to be in the workplace.

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Before any chemical product is used in the performance of a Mini-bid Contract a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User's Facility Manager. Two copies will be required, with one being held by the Contractor and one being provided to the respective facility manager.

7.11 TRAINING AND EDUCATIONAL OUTREACH

Following the award of a mini-bid contract and if requested by the Authorized User the Contractor must provide, at no additional cost, training/education services for contract users. This training shall include, at a minimum, an initial training session to explain the collection system to facility personnel and basic written materials and/or signage to inform employees about appropriate recycling procedures.

7.12 WASTE COMPOSITION ANALYSIS

Following the award of a mini-bid contract and if **specified in the Mini-bid Project Definition** the Contractor must provide, at no additional cost, an assessment of the Authorized User's waste stream. The purpose of this assessment is to assist the entity with the characterization of their waste stream, assist them with the development of waste reduction plans and activities, to identify opportunities to increase the amount of materials being recycled and to optimize the use of all containers.

The waste composition analysis shall include, at a minimum, a walk through and visual inspection of the user's facility and waste stream and a written summary of the inspection results and recommendations for improving the waste collection and/or recycling system.

7.13 JOB MEETINGS

Upon award of the Contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User's representative to discuss the following items:

- a. The Contractor's schedule of work (Which must be reviewed and approved by the Authorized User).
- b. A review of all facility use rules.
- c. An introduction for each respective agency organization, chain of command, etc.
- d. A review of the proposed container sizes and pickup frequency to ensure that the equipment provided is being utilized efficiently.
- e. A discussion of opportunities to reduce the amount of solid waste being generated and increase the amount of materials being recycled.

In addition, the Contractor shall be available for subsequent meetings on at least a semi-annual basis to review the following items:

- a. The volume and weight of material being recycled and waste disposed of by type and location as documented in accordance with the requirements of Section 8.7 *'Reporting Requirements'*;
- b. The Contractor shall present recommendations to the Authorized User for opportunities to reduce the generation of waste and increase the amount of materials being recycled;
- c. The Contractor shall review the number, sizes and types of containers and offer suggestions for improving efficiencies.

7.14 SUPPLY, MAINTENANCE AND REPAIR OF CONTAINERS

The services specified in this RFP require the contractor to supply, install and maintain all equipment in good working order during the contract term including cleaning of the containers. The Contractor shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action, and it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes and with the Authorized User's requirements.

During winter months, the contractor shall supply additives to any hydraulic equipment to prevent an interruption of service related to cold weather.

The vendor shall supply containers that meet the Authorized User's specified needs such as rodent or bear proof containers, roll offs with lids, etc.

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Should the Authorized user or contractor decide to keep a scale on site, the maintenance of the scale shall remain with the owner of the scale.

In the event that any repair is found to be necessary, the Authorized User's representative is to be appraised, in writing, of the need for repair. If a container is found to require cleaning or repair the container must, upon notification by the Authorized User to the Contractor, be cleaned or repaired to the Authorized User's satisfaction, or replaced within five (5) business days after notification. If the contractor fails to respond, the Authorized User may pursue liquidated damages as specified in Section 8.4 *Liquidated Damages*.

The Contractor shall be responsible for the periodic cleaning and sanitizing of all refuse collection containers and the removal of any refuse, oil or other spillage near the Contractor's equipment. If any refuse is spilled from containers during dumping operations it shall be cleaned up prior to the truck leaving the immediate area. In addition all refuse containers shall be sanitized periodically with a germicidal solution on all refuse contact surfaces in such a manner that insects and vermin will not be a nuisance during the time of year when they are prevalent.

7.15 EQUIPMENT OWNERSHIP

The ownership of all equipment provided by the Contractor shall remain with the contractor, and equipment shall be maintained by the Contractor in accordance with manufacturer recommendations and all Federal (including OSHA), New York State and local codes. The Contractor shall provide and maintain the collection equipment at the Authorized User's facility(s) for use twenty-four hours per day, seven days per week, 365 days per year. If equipment is removed for an extended period of time other than brief periods for emptying the container, it shall be replaced with equal type and capacity equipment to ensure continuous dumping ability. If not so provided, the agency or Authorized User shall be provided with a rebate for the amount of time they were unable to dump and in extreme cases the agency may seek "Remedies for Breach" as stated in Appendix B. If the equipment is owned by the Authorized User, the Authorized User assumes liability and costs associated with the equipment and a price reduction may be passed along to the Authorized User representing the difference in cost, if any, for the vendor not having to provide the equipment.

7.16 ELECTRICAL CONNECTIONS

Equipment requiring electrical connections for operation shall either be hard wired to the Authorized User's provided connections or the contractor shall be responsible for a male electrical union. All connections shall be made by the Contractor and accomplished in accordance with National Electrical Code requirements. Electrically operated equipment shall be available in the following volts and phases:

208 volt 1 or 3 phase, 60 HZ

220 volt 1 or 3 phase, 60 HZ

440 volt 1 or 3 phase, 60 HZ

7.17 LABELING REQUIREMENTS

All recycling and/or waste containers shall be marked with the following information, and if requested by the Authorized User it shall be provided in multiple languages (for example English and Spanish):

- The Contractor's name
- The Contractor's dispatch number
- The container size in cubic yards
- The tare weight corresponding to the container size
- The type of recyclable or waste being disposed of (for example 'Trash Only', 'Single Stream Recycling Only', 'Recyclable Paper Only', 'Food Waste/Compostables Only' etc.)

7.18 ADDITIONAL SERVICES

(continued)

The Contractor shall provide additional services on an “as requested” basis. Additional service shall be considered calls in addition to the scheduled pick-up calls including new pickups or additional pickups. For additional services the contractor will be allowed compensation based on the contractor’s awarded prices.

7.19 EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and the conditions under which the contract is to be executed.

Each Contractor shall examine specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Office of General Services as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor, if awarded a contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Contractor might have fully informed itself prior to bidding.

7.20 RECYCLING AND TRASH REMOVAL SERVICES

The intent of this RFP is to offer a full range of services related to Recycling and Trash Removal Services.

7.20.1 TRASH REMOVAL SERVICES

For the following lots the Contractor is required to provide appropriately sized collection containers, provide service for the container (including all maintenance) and provide transportation of all waste materials to an appropriate facility for disposal.

Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers

This lot is for the disposal of municipal solid waste which includes but is not limited to mixed waste, office waste and food waste in bins, rear or front end loaded dumpsters or roll-off containers. All waste collected under this lot must be transported to a waste processing facility for disposal.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 2 – Disposal of Municipal Solid Waste in Compactors

This lot is for the disposal of municipal solid waste which includes but is not limited to mixed waste, office waste and food waste in compactors. All waste collected under this lot must be transported to a waste processing facility for disposal.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Compactors – 20 to 40 cubic yard capacity

Lot 3 – Disposal of Construction & Demolition (C&D) Materials

This lot is for the disposal of construction and demolition materials which are generated during renovation or demolition work and includes but is not limited to aggregates such as concrete, asphalt, asphalt shingles, gypsum wallboard, wood and metals. C&D materials often contain bulky, heavy materials and salvaged building components. All C&D materials are kept separate from other wastes and are delivered to an appropriate landfill for disposal. This lot is intended for waste materials generated by the day to day activities or small reconstruction projects undertaken by Authorized Users and is not intended for use with large scale construction projects.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

(continued)

Lot 4 – Disposal of Loose or Bulky Non-Recyclable Municipal Solid Waste

This lot is for the disposal of loose or bulky Municipal Solid Waste (MSW) that is either unusually large in size including but not limited to furniture, mattresses, large auto parts, stumps and tree branches or consists of loose or bagged municipal solid waste. The contractor is responsible for picking up and transporting all waste to a facility for disposal, and payment will be made per cubic yard of solid waste. Pick-up agreements identifying frequency, types and quantities of waste removed must be made between the contractor and the authorized user prior to the start of the work.

1. Item 1: Loose or Bulky Municipal Solid Waste - The Contractor shall provide pricing for this lot on a Per Cubic Yard basis.

7.20.2 RECYCLING SERVICES

For the following recycling lots the contractor is required to provide appropriately sized collection containers, provide service for the container (including all maintenance) and provide transportation of all recyclables to an appropriate facility for recycling. All materials collected under these lots must be delivered for recycling, and the Contractor must be capable of certifying that the material was delivered for processing and was not disposed of as solid waste at a landfill or incinerator.

Lot 5 – Single Stream Recycling

This lot is for the recycling of comingled recyclables which include but are not limited to newspapers, flat cardboard, paper products, cans, bottles, plastics, aluminum and junk mail which are collected and delivered to a Recycler where they are sorted into various commodity streams and recycled. The Contractor shall be responsible for providing appropriate sized containers for single stream materials, servicing the containers and delivering all materials to the Recycler.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 6 – Recycling of Comingled Recyclables, Excluding Paper Products (for Dual Stream Recycling)

This lot is for the recycling of comingled recyclables where paper products such as newspaper, magazines, flat cardboard and office paper have been removed. For the purposes of this lot comingled items include but are not limited to aluminum & steel food containers, glass jars & bottles and plastic containers. The comingled items are kept separate and taken to a Recycler where the material is sorted into various commodity streams and recycled. This lot is intended to be used along with lots for the recycling of paper products to create a Dual Stream Recycling system.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 7 – Recycling of Metal Food Containers

This lot is for the recycling of aluminum, steel or bi-metal beverage and food containers including but not limited to aluminum or steel cans, aluminum or steel food containers, aluminum foil, and metal lids and caps. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they will be recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 8 – Recycling of Glass Containers

(continued)

This lot is for the recycling of clear, green and amber glass bottles and jars. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 9 – Recycling of Plastics

This lot is for the recycling of #1 and #2 plastics. These materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled. This lot may also include #3 through #7 plastics provided that the Vendor's Recycler accepts these materials.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 10 – Recycling of Corrugated Cardboard

This lot is for the recycling of corrugated cardboard. All corrugated cardboard must be uncontaminated (it must not contain grease, food stains or any wax coatings) and flattened. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 11 – Recycling of Mixed Paper

This lot is for the recycling of mixed paper which includes but is not limited to newspapers, magazines, junk mail, catalogs, office paper, colored paper, paperboard packaging, brown bags and phone books. In addition this lot may also include high grade paper products (white paper). The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 12 – Recycling of High Grade Office Paper (White Office Paper)

This lot is for the recycling of high-grade paper which includes but is not limited to white ledger (including white computer paper, letterhead, white notebook paper and white envelopes) and tab cards. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 13 – Recycling of Scrap Metal

This lot is for the recycling of **ferrous** scrap metal which may include metal goods such as metal furniture, lawn mowers, barbecue grills, bicycles, appliances, automotive parts, metal roofing, scrap steel plate and steel pipe. **This lot is not**

(continued)

intended for the recycling of non-ferrous, precious metals such as aluminum, copper, brass or stainless steel. All scrap metals collected under this lot must be delivered for recycling.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

Lot 14 – Shredding and Recycling of Mixed Paper

This lot is for off-site office paper shredding and recycling services. The Contractor must be capable of providing appropriate procedures to ensure the complete confidentiality of materials throughout the process and must be able to provide Authorized Users with a certificate of destruction. Contractors must provide secure containers at the Authorized User's facility(s) for the storage of paper to be shredded, service the containers as needed, shred the materials offsite and then deliver them to a Recycler for recycling.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Secure Bins – 1 cubic yard capacity or smaller

Lot 15 - Composting of Green Waste

This lot is for the composting of Green Waste which includes but is not limited to grass clippings, weeds, garden materials, leaves, shrub trimmings, brush and small branches (thickness of 1 inch in diameter or less). The materials are kept separate from other recyclables or waste and are delivered to a composting facility where they will be converted into compost.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Dumpsters – 2 to 10 cubic yard capacity
2. Item 2: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 16 - Composting of Food Wastes and Organics

This lot is for the composting of food wastes and organics such as food scraps (bread, fruits, eggshells, meats, vegetables, etc.), coffee grounds, paper milk cartons, paper towels, napkins, paper plates, pizza boxes and tea bags. The materials are kept separate from other recyclables or waste and are delivered to a composting facility where they will be converted into compost. If required, Authorized Users are responsible for placing the food wastes and organics into compostable bags.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

Lot 17 – Recycling of Construction and Demolition (C&D) Materials

This lot is for the recycling of recoverable construction and demolition materials which are generated during renovation or demolition work and includes but is not limited to aggregates such as concrete, asphalt, asphalt shingles, gypsum wallboard, wood and metals. C&D materials often contain bulky, heavy materials and salvaged building components. All C&D materials are kept separate from other wastes and are delivered to a C&D recycler where the material is recycled. This lot is intended for use for waste materials generated by the day to day activities or small reconstruction projects undertaken by Authorized Users and is not intended for use with large scale construction projects.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

(continued)

7.21 RECYCLING LOTS THAT CONTAIN A REVENUE SHARING COMPONENT

Lots 5 through 13 contain a Revenue Sharing Component which shall be paid by the Contractor to the Authorized User on a monthly basis in the form of a credit against the amount due to the Contractor as shown on the Contractor's monthly invoice. **In order to ensure that proper documentation is provided to the Authorized User, the credit for the previous month's recycling may be applied to the invoice for the current month's service.**

The amount paid to the Authorized User shall be determined by multiplying the Revenue Sharing Percentage by either the Recyclable Floor Price awarded or the actual sale price that the recycler receives for the recyclable materials, whichever is greater. The Recyclable Floor Price bid must be a number greater than or equal to zero, and the Revenue Sharing Percentage bid by the contractor may be any percentage from 0% (no revenue sharing) to 100% (full revenue sharing). Should the value of the recyclables fall below the Recyclable Floor Price the amount paid to the Authorized User shall be based on the Floor Price.

All invoices for Lots containing a Revenue Sharing Component shall be accompanied by acceptable documentation showing the actual weight of material recycled, the actual revenue generated by the recyclables (including the price per ton and total revenue), and the Revenue Sharing amount either paid or credited to the Authorized User. Examples of acceptable documentation are a bill of sale for the materials listing the date of the sale, the type of materials sold, the material weights, the price obtained and the names of both the buyer and seller. Failure to include acceptable documentation with the monthly invoice may result in non-payment of the invoice by the Authorized User.

7.22 PRICING

Pricing shall include the cost of meeting all specifications contained in this RFP and will include two bid prices. The first are bid prices which are submitted during the response to this RFP (referred to as Master Contract Unit Prices) and the second are bid prices submitted during responses to mini-bids which are let in the future (referred to as Mini-Bid Unit Prices). The Master Contract Unit Prices apply to the entire range of container sizes listed for each item specified in the lot descriptions. The Mini-Bid Unit Prices are the prices bid for specific Project Definitions using the lots, items, number of containers, container sizes and pickup frequency specified by the Authorized User.

For all Unit Pricing the prices bid during the Mini-bid shall be less than or equal to the corresponding Unit Prices awarded for the Master Contract with the exception of the Recyclable Floor Price and Revenue Sharing Percentage, for which the prices bid during the mini-bid must be equal to or greater than the corresponding Unit Prices awarded for the Master Contract.

For mini-bids that include a Roll-Off container or a Compactor that is rented for less than one month, the Mini-bid Rental Fee Unit Price cannot exceed the Master Contract Rental Fee Unit Price on a prorated basis.

If, during the term of an awarded mini-bid, it becomes necessary to change the container size, number of containers or pickup frequency, service may be continued under the existing contract without performing a new mini-bid provided that the pricing does not exceed the awarded Mini-bid unit prices.

Contract pricing for awarded mini-bids shall be determined in accordance with the following with all Unit Prices referring to the awarded Mini-Bid Unit Prices:

Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers

Item 1, Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P)

Where Unit Price Bid = Price bid per container per pickup

P = Number of Pickups

Item 2, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P)

Where Unit Price Bid = Price per cubic yard of container per pickup

S = The Size of the dumpster (in cubic yards)

P = Number of Pickups

(continued)

Item 3, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee

TF = Tipping Fee (dollars per ton)

W = Weight of materials disposed of (tons)

HC = Haul Charge (per pickup)

P = Number of Pickups

Lot 2 – Disposal of Municipal Solid Waste in Compactors

Item 1, Compactors 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee

TF = Tipping Fee (dollars per ton)

W = Weight of materials disposed of (tons)

HC = Haul Charge (per pickup)

P = Number of pickups

Lot 3 – Disposal of Construction & Demolition (C&D) Materials

Item 1, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee

TF = Tipping Fee (dollars per ton)

W = Weight of materials disposed of (tons)

HC = Haul Charge (per pickup)

P = Number of pickups

Lot 4 – Disposal of Loose or Bulky Non-Recyclable Municipal Solid Waste

Item 1, Loose or Bulky MSW

Contract Pricing = (Unit Price Bid) x (V) x (P)

Where Unit Price Bid = Price per cubic yard per pickup

V = Volume of trash (in cubic yards)

P = Number of Pickups

For Lots 5 through 13, Recycling Revenue (RR) is defined as either the Recyclable Floor Price or the actual sale price of the recyclable materials (in dollars per ton), whichever is greater.

Lot 5 – Single Stream Recycling in Bins, Dumpsters or Roll-off Containers

Lot 6 – Recycling of Comingled Recyclables Excluding Paper Products

Lot 7 – Recycling of Metal Food Containers

Lot 8 – Recycling of Glass Containers

Lot 9 – Recycling of Plastics

Lot 10 – Recycling of Corrugated Cardboard

Lot 11 – Recycling of Mixed Paper

Lot 12 – Recycling of High Grade Office Paper (White Paper)

Item 1, Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P) + (RPF x W) – (RR x RSP x W)

Where Unit Price Bid = Price per container per pickup

(continued)

P = Number of Pickups
 RPF = Recyclable Processing Fee (dollars per ton)
 W = Weight of the recyclables (tons)
 RR = Recycling Revenue (dollars per ton)
 RSP = Revenue Sharing Percentage

Item 2, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P) + (RPF x W) – (RR x RSP x W)

Where Unit Price Bid = Price per cubic yard of container per pickup

S = The Size of the container (in cubic yards)

P = Number of Pickups

RPF = Recyclable Processing Fee (dollars per ton)

W = Weight of the recyclables (tons)

RR = Recycling Revenue (dollars per ton)

RSP = Revenue Sharing Percentage

Item 3, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (HC x P) + (RPF x W) – (RR x RSP x W)

Where RF = Rental Fee

HC = Haul Charge (per pickup)

P = Number of pickups

RPF = Recyclable Processing Fee (dollars per ton)

W = Weight of the recyclables (tons)

RR = Recycling Revenue (dollars per ton)

RSP = Revenue Sharing Percentage

Lot 13 – Recycling of Scrap Metal

Item 1, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (HC x P) + (RPF x W) – (RR x RSP x W)

Where RF = Rental Fee

HC = Haul Charge (per pickup)

P = Number of pickups

RPF = Recyclable Processing Fee (dollars per ton)

W = Weight of the recyclables (tons)

RR = Recycling Revenue (dollars per ton)

RSP = Revenue Sharing Percentage

Lot 14 – Shredding and Recycling of Mixed Paper

Item 1, Secure Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P)

Where Unit Price Bid = Price per container per pickup

P = Number of Pickups

Lot 15 – Composting of Green Waste

Item 1, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P)

Where Unit Price Bid = Price per cubic yard of container per pickup

S = The Size of the container (in cubic yards)

P = Number of Pickups

Item 2, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (PF x W) + (HC x P)

Where RF = Rental Fee

PF = Processing Fee (per ton)

W = Weight of materials composted (tons)

(continued)

HC = Haul Charge (per pickup)

P = Number of pickups

Lot 16 – Composting of Food Wastes and Organics

Item 1, Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P)

Where Unit Price Bid = Price per container per pickup

P = Number of Pickups

Item 2, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P)

Where Unit Price Bid = Price per cubic yard of container per pickup

S = The Size of the container (in cubic yards)

P = Number of Pickups

Item 3, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (PF x W) + (HC x P)

Where RF = Rental Fee

PF = Processing Fee (per ton)

W = Weight of materials composted (tons)

HC = Haul Charge (per pickup)

P = Number of pickups

Lot 17 – Recycling of Construction and Demolition (C&D) Materials

Item 1, Roll-Off Containers 20 to 40 CYs

Contract Pricing = (RF) + (PF x W) + (HC x P)

Where RF = Rental Fee

PF = Processing Fee (per ton)

W = Weight of materials recycled (tons)

HC = Haul Charge (per pickup)

P = Number of pickups

7.23 DOCUMENTATION OF MATERIAL WEIGHTS AND DISPOSAL/RECYCLING LOCATIONS

The Contractor shall maintain a record of the weights of all materials either disposed of or recycled and shall provide this information in reports as specified in *Section 8.7 Report Requirements*.

Unless otherwise specified by the Authorized User weights shall be determined as follows:

If specified in the Project Definition, weights of recyclable materials shall be determined by actual weighing of the materials using an inspected/certified and sealed scale, and weigh slips shall be provided along with monthly invoices. **For Project Definitions not requiring the use of a certified scale, weights of recyclable materials may be calculated by actual weighing of the materials or by performing a volume conversion. For volume conversions, the Authorized User and Contractor must agree, prior to the start of the work, on a system for estimating the actual volume of materials in the container (is the container 25%, 50%, 75% full) and a conversion factor for converting the volume measurement to a weight.**

For trash disposed of in roll-off containers or compactors weights shall be determined by actual weighing of the materials using an inspected/certified and sealed scale, and weigh slips shall be provided along with monthly invoices.

For trash disposed of in bins and rear or front end loaded dumpsters the weights may be calculated by actual weighing of the materials or by performing a volume conversion. For volume conversions, the Authorized User and Contractor must agree, prior to the start of the work, on a system for estimating the actual volume of materials in the container (is the container 25%, 50%, 75% full) and a conversion factor for converting the volume measurement to a weight.

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In addition, the Contractor shall provide documentation of where the material was either recycled or disposed of to the Authorized User, and must provide this documentation within two weeks of a request from an Authorized User.

7.24 REGIONS

Contracts will be awarded for the Regions specified below. These regions follow county lines with the exception of Suffolk County which is split into two Regions, Eastern and Western Suffolk County:

1. Albany	2. Allegany	3. Bronx	4. Broome
5. Cattaraugus	6. Cayuga	7. Chautauqua	8. Chemung
9. Chenango	10. Clinton	11. Columbia	12. Cortland
13. Delaware	14. Dutchess	15. Erie	16. Essex
17. Franklin	18. Fulton	19. Genesee	20. Greene
21. Hamilton	22. Herkimer	23. Jefferson	24. Kings
25. Lewis	26. Livingston	27. Madison	28. Monroe
29. Montgomery	30. Nassau	31. New York (Manhattan)	32. Niagara
33. Oneida	34. Onondaga	35. Ontario	36. Orange
37. Orleans	38. Oswego	39. Otsego	40. Putnam
41. Queens	42. Rensselaer	43. Richmond	44. Rockland
45. St. Lawrence	46. Saratoga	47. Schenectady	48. Schoharie
49. Schuyler	50. Seneca	51. Steuben	52. Suffolk (Eastern)
53. Suffolk (Western)	54. Sullivan	55. Tioga	56. Tompkins
57. Ulster	58. Warren	59. Washington	60. Wayne
61. Westchester	62. Wyoming	63. Yates	

For the Suffolk County Regions, Region 52 – Suffolk (Eastern) shall consist of the Towns of Southold and East Hampton, and Region 53 – Suffolk (Western) shall consist of all towns in Suffolk County with the exception of the Towns of Southold and East Hampton.

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SECTION 8: GENERAL TERMS AND CONDITIONS

8.1 CONTRACT PERIOD

It is the intention of the State to enter into a contract for the term as stated in this Request for Proposals except that the commencement and termination dates appearing on the RFP may be adjusted forward unilaterally by the State for any resulting contract up to two calendar months.

Master Contracts shall commence effective upon mailing of approval by the Office of the General Services NYSPRO and shall be in effect for five (5) years from the date that the first award was made, and the awarded bid pricing will be in effect for one (1) year from the start date of the contract. Please note that if award dates are staggered due to the large number of lots and regions, all contracts will still end on the same date. Also, please refer to Section 8.3 *Price Adjustment* for price changes which will be allowed after the first year of the contract.

If mutually agreed between the OGS New York State Procurement and the Contractor, the Master Contract may be renewed under the same terms and conditions for additional periods up to a maximum of four years.

Purchase orders or agency agreements awarded during the term of the Master Contract may have their term extended over a period of time not to exceed three (3) years beyond the end date of the Master Contract but may not exceed a total of five years, including any extensions. This will allow Authorized User utilizing this contract the ability to maximize the service offered by the Master Contract.

8.2 SHORT TERM EXTENSION

In the event a replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to three (3) months upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. Any extension terminates upon Award of a replacement contract.

8.3 PRICE ADJUSTMENTS

CPI Adjustments

On each annual anniversary date of the bid opening for this RFP the Contractor may request a rate change for the respective Master Contract Unit Prices based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

- The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to “Subjects” > “Inflation and Prices Overview” > “Consumer Price Index” > “CPI Tables” and then refer to “Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present is now available in the CPI Detailed Report as Table 24”.

Similarly, on each annual anniversary date of the bid opening for a Mini-Bid contract, the Contractor may request a rate change to the Mini-Bid Unit Prices using the same methodology.

In addition, the Contractor may reduce fees at any time, with the exception of the Recyclable Floor Price and Revenue Sharing Percentage, by submitting a request to NYSPRO and/or the Authorized User. The Recyclable Floor Price and Revenue Sharing Percentage may be increased at any time by submitting a request to NYSPRO and/or the Authorized User.

The Contractor is solely responsible for notifying NYSPRO that the Contractor wishes to receive the CPI rate change and to submit a request for the adjusted rate on the applicable anniversary date of the bid opening; and Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to NYSPRO or the Authorized User(s), as appropriate. Should the Contractor fail to make a request and submit supporting documentation to

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NYSPro or the Authorized User within ninety (90) days after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI for the current year compared to the previous year. This is calculated by first determining the index point change between the two readings and then the percent change. The price adjustment shall be calculated as follows: Take the CPI value for the 3rd month prior to the current anniversary date of the bid opening and subtract the CPI value for the 3rd month prior to the previous anniversary date of the bid opening (15 months prior to the current anniversary date) [e.g.: If the Contract bid opening was in April, take the January CPI value of the current year and subtract the January CPI value of the previous year]. That sum is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next Contract year, upon release of a Contract Addendum from NYSPRO.

The following example illustrates the computation of percent change for a hypothetical April 2004 anniversary calculation:

CPI FOR CURRENT PERIOD (JANUARY 2004)	185.2
LESS CPI FOR PREVIOUS PERIOD (JANUARY 2003)	181.7
EQUALS INDEX POINT CHANGE	3.5
DIVIDED BY PREVIOUS PERIOD CPI	181.7
EQUALS	0.0192
RESULT MULTIPLIED BY 100	<u>0.019 X 100</u>
EQUALS PERCENT CHANGE	1.9%

CPI adjustments will be allowed for the following unit prices:

- For lots containing Bins - the price per container per pickup and Recyclable Processing Fees
- For lots containing Dumpsters - the price per cubic yard per pickup and Recyclable Processing Fees
- For lots containing Compactors - the Rental Fee, Tipping Fee, Haul Charges and Recyclable Processing Fees
- For lots containing Roll-Offs - the Rental Fee, Tipping Fee, Haul Charges and Recyclable Processing Fees
- For Lot 4: Loose or Bulky Non-Recyclable Municipal Solid Waste – the price per Cubic Yard

No CPI adjustment will be allowed for any other unit prices including the Recyclable Floor Price and Revenue Sharing Percentage.

Should the above referenced method of adjustment become unworkable due to market conditions outside of the supplier’s control such as substantial increases in Tipping or Recyclable Processing Fees, the closing of landfill sites, or restrictions placed on dumping specific types of wastes, New York State reserves the right to negotiate an amendment to compensate the Supplier for such increases provided that the increase in costs creates at least a 25% increase in cost upon the Supplier within a one year period and that the following conditions are met:

- The Supplier submitted with its bid the following information:
 - A list of the Waste Processing site(s) or Recyclers utilized by the Supplier for the purposes of this contract.
 - The haul charge to and from the above referenced site.
 - The Tipping or Recyclable Processing fees for the above referenced site.
- NYS will negotiate an amendment so that the Supplier will be compensated for actual increases in the Supplier’s cost of performing the work due to the occurrence of events specified in this section, provided that such rates are fully documented by the Supplier, and that such rates are clearly beyond the Supplier’s control and that the subject increase will cause an increase in the Supplier’s cost of performing the work of at least 25% over a one year period. The Supplier has the burden of proof in all such instances.
- Since the amendment process can take a period of time to process, the Supplier agrees to bill NYS at the existing rate until the amendment is approved. The amendment may be made retroactive to the date of the cost increase or decrease.

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- Failure to provide any of the information in the subdivisions above, shall render null or void any later claims by the Supplier for increased compensation for increased costs.

8.4 LIQUIDATED DAMAGES

If the Contractor fails to complete services in accordance with specifications contained in either this RFP, a Project Definition or the contractor/agency agreement, it is understood, and the Contractor hereby agrees that the value for such incomplete service will be an amount equal to one and one-half (1 ½) times the Authorized User's cost to remedy the deviations.

Deviations for which liquidated damages will apply are:

1. Failure to make a scheduled pickup and/or stop.
2. Early arrival or early departure from the designated pick-up schedule which results in a partial pick-up.
3. Spillage of waste, debris or materials which aren't cleaned up.
4. Failure to maintain equipment in a clean and sanitary condition.
5. Failure to maintain equipment in good operating condition

In each of the aforementioned instances the Contractor will be subject to an assessment of liquidated damages at the rate of one and one-half (1 ½) times the Authorized User's total cost for removal and disposal of materials or the cost of cleanup. For lots which include a Revenue Sharing Component, the Supplier will also be subject to an assessment of liquidated damages at the rate of one and one-half (1 ½) times any lost revenue due to the Authorized User in addition to the liquidated damages assessed for removal and disposal of the materials.

The collective amount of these liquidated damages shall be deducted from the monies due the Contractor for each day/site missed, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Bidder/Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, etc.).

8.5 PREVAILING WAGE RATE - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Prevailing Wage Rate as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 9 Sections 230-239. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

8.6 PERIODIC RECRUITMENT

After the initial bidding process is completed and the initial master contracts are awarded, the State reserves the right to accept proposals at any time determined by the State to be in its best interest. These additional proposals shall be evaluated under the same terms and conditions as the original bids. If the proposal is accepted, a master contract shall be awarded and the Contractor shall be placed on the list of prequalified Contractors for the remaining term of the initial agreement.

These periodic recruitments are open to either new Contractors or Contractors who already hold a Master Contract and wish to bid on regions or services that they were not awarded. However, once a vendor submits its proposal to be placed on the qualified Contractor list they will not be allowed to increase their bid price. An unsuccessful bidder may submit a new bid under the Periodic Recruitment of Contractors, however the new proposal may not contain prices exceeding those previously proposed for the same **regions or items** unless the bidder provides documented evidence that the prior amount(s) bid were erroneous or market fluctuations have necessitated increases as would be allowed in the PRICE

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ADJUSTMENT CLAUSE. Once the proposal is evaluated, contracts shall be awarded to all Contractors who are deemed qualified. After award, only those Contractors who hold a contract from this RFP for a particular region shall be allowed to bid specific projects or facilities in that region utilizing the project definition.

8.7 REPORTING REQUIREMENTS

As part of all contracts awarded as a result of this RFP and any subsequent mini-bids, the Contractor shall provide the following reports:

1. Authorized User Reports

The Contractor shall provide quarterly and annual reports to each Authorized User that includes a sum of the weight or volume of waste disposed of and the weight or volume of materials recycled and/or composted by type of recycling and location, and shall also maintain a continuous record of these materials.

In addition, the Contractor shall also provide a monthly report to the Authorized User (unless Authorized User requests reports on a less frequent basis) which shall be attached to the Invoice and shall detail all work completed that month and shall compare scheduled work versus actual work completed. The report shall include the schedule of pick-ups, container sizes, weights, tare slips, and any other documentation the user may need to verify pricing.

2. New York State Procurement Reports

In addition to reports for the Authorized User, the Contractor shall also provide an annual report to NYSPro detailing all services provided on the contract. The report shall be in Microsoft Excel format and shall be emailed to the individual listed on the front page of the Contract Award Notification and shall reference the Contractor's name, contract number, mini-bid contract number, sales period, authorized user name, location of service, type of service (lot description), type of containers provided, size of containers provided, frequency of pickup, monthly charge and total dollar value of the service. A sample report is attached at the end of this RFP for reference.

Please note that additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request, and that failure to submit the required reports may be cause for disqualification of Contractor on this contract and/or for future contracts.

8.8 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "*Participation in Centralized Contracts*" in Appendix B, *OGS General Specifications*. Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS NYSPro Customer Services at 518-474-6717.

8.9 NEW YORK STATE STATEWIDE FINANCIAL SYSTEM

The New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs, to integrate Contractor-hosted punch-out catalogs, and/or to submit and process invoices electronically. OGS reserves the right to integrate any or all of these future catalog functions with a Contractor during the contract period, and by submittal of a bid, a Bidder agrees to coordinate with SFS, OGS and/or a third party host, for integration, if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types, maximum field lengths, and cXML element names shall be provided by SFS, OGS and/or a third party host during integration. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>.

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8.10 PERFORMANCE/BID BONDS

There are no BONDS for this Contract. In accordance with Appendix B, §45 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term for resulting Contracts.

8.11 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

8.12 APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

8.13 APPENDIX B

Appendix B, Office of General Services General Specifications, dated June 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

8.14 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit Vendor Identification Number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the Vendor File, list the ten-digit Vendor ID number on the first page of this Proposal document. Authorized resellers already registered should list the ten-digit Vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File, it must request assignment of a Vendor ID from NYSPRO. Complete the OSC Substitute W-9 Form and submit it with your Proposal to NYSPRO (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf). In addition, if authorized resellers are to be used that do not have Vendor ID's, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to NYSPRO. **NYSPRO will initiate the vendor registration process** for all Bidders recommended for Contract award and their authorized resellers. Once the process is initiated, registrants will receive an email identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management/.

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8.15 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY (hereinafter the “Questionnaire”)

OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

- The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.
- Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

8.16 TAX LAW §5-A

Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors’ sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

8.17 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

New York State Law

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in State procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for MWBEs

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

8.18 CENTRALIZED CONTRACT MODIFICATION PROCESS

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure. The form contained within Appendix C is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §40.

~~F. The Contractor may request addition of new services during the term of the Contract awarded as a result of this RFP, provided these services are offered to the Contractor’s commercial or government business customers. However, the charges for services added to the Contract must not exceed the charge to the Contractor’s commercial business customers for the same service.~~

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8.19 OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

8.20 CONFLICT OF TERMS

Conflicts among the documents in the RFP shall be resolved in the following order or precedence:

1. Appendix A *Standard Clauses for New York State Contracts*;
2. The Request for Proposals;
3. Appendix B *General Specifications*;
4. Other Appendices and Attachments as deemed necessary.

8.21 INSURANCE REQUIREMENTS

The Contractor shall procure and at its sole cost and expense and shall maintain in force at all times during the terms of the resultant contract(s) resulting from this RFP all policies of insurance pursuant to the requirements outlined in Attachment 6, *Insurance Requirements*.

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SECTION 9: PROCUREMENT INSTRUCTIONS

9.1 PROCUREMENTS UNDER DISCRETIONARY THRESHOLDS:

Purchases with an anticipated value less than the established Discretionary Buying Threshold for an Agency may be processed using the Authorized User’s Purchasing Guidelines for Discretionary Purchases. Please note that when evaluating a purchase to see if it meets the discretionary thresholds, aggregation of purchases must be considered and Contract Reporter advertising requirements may need to be followed depending on the value of the purchase.

9.2 PROCUREMENTS ABOVE DISCRETIONARY THRESHOLDS:

For procurements that are above Discretionary Buying Thresholds, Authorized Users must utilize the mini-bid process.

The steps in the mini-bid process are as follows:

- A. The Authorized User will review the location of their facility(s) to determine what region they are located in. Please note that if an Authorized User is seeking services at multiple sites located in several regions, then separate mini-bids must be done for each region.
- B. The Authorized User will review the list of services available in the applicable region. Unless otherwise specified, the user is required to utilize the services of the lowest bidder through the use of a mini-bid. **Mini-bid** shall refer to the bidding of each project definition since it is a smaller, simpler form of bidding and does not need to duplicate this RFP.
- C. The Authorized User will email or mail the eligible contractors in the region a copy of the Project Definition.
- D. Contractors shall develop a bid and submit it to the User Agency by the appropriate date.
- E. The Authorized User will evaluate the bids and choose the vendor based on lowest Cost. Please note that the unit prices bid during the Mini-bid shall be less than or equal to the corresponding unit prices awarded for the Master Contract with the exception of the Recyclable Floor Price and Revenue Sharing Percentage, for which the prices bid during the mini-bid must be equal to or greater than the corresponding Unit Prices awarded for the Master Contract
- F. The Authorized User will submit a ‘*Mini-Bid Summary Form*’ and provide a copy of the Project Definition used for the Mini-bid to the NYSPRO Contract Manager listed on the Contract Award Notification document or contract landing page.
- G. The NYSPRO Contract Manager will provide the Authorized User with a Contract Number for the awarded Contractor upon receipt of the ‘*Mini-Bid Summary Form*’ listed in Item F.
- H. The Authorized User will issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.

9.3 MINI-BID CONTRACT NUMBER

A Mini-Bid Contract Number must be issued to the selected Contractor for all mini-bid procurements.

Each Contractor who was awarded a “Master” contract under this RFP was issued a unique “CMU” Master Contract Number for the life of their contract. This “Master” contract number is comprised of “CMU” followed by a two digit number and then the letters “AA” (For example CMU12AA). For mini-bid awards, the “Master” Contract Number is modified by replacing the last “A” with the letter “B” the first time a Contractor is awarded a mini-bid and then following with “C”, “D”, “E”, etc. for subsequent awards.

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For example, if a Contractor was assigned a Master Contract Number CMU12AA then the first mini-bid would be assigned the number CMU12AB, the second CMU12AC and the third CMU12AD and so on.

To obtain a Contract Number for a Mini-Bid, contact the Contract Manager listed on the front of the Contract Award Notification or contract landing page and submit to them a *Mini-Bid Summary Form* and copy of the Project Definition.

For Authorized Users who are not State agencies, a purchase order or other written order shall be issued for the work following the mini-bid. Written orders are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.

9.4 METHOD OF PAYMENT

Payments are made each month against the purchase orders or other written orders.

Invoices for payment shall be submitted to the Authorized User at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.

This voucher or invoice shall contain the Contract ID number (i.e.: CMUXXXX); the name of the Authorized User; the location where service was performed; and itemize all services rendered.

Payment of purchases made by Authorized Users other than State Agencies under shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

9.5 M/WBE UTILIZATION GOAL REQUIREMENTS IN THE MINI-BID

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, a State Agency [as defined in New York State Executive Law §310(11)] may establish separate goals for participation of New York State Certified minority and women-owned business enterprises, at the time of the Mini-bid, if the Mini-bid will result in a State contract (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. As a condition of Award of the Master Contract, the Contractor agrees to be bound by the State Agency's implementation of the provisions of Article 15-A of the New York State Executive Law. For further guidance, please refer to the Mini-Bid Template documents contained herein.

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