

**Nyack Union Free
School District
Rockland County, New York**

**REQUEST FOR SEALED BIDS
FOR
SANITATION AND RECYCLING
COLLECTION SERVICES
2010-2011 School Year**

February 12, 2010

**Nyack Union Free School District
Assistant Superintendent for Business
Business Office
13A Dickinson Avenue
Nyack, New York, 10960
(845) 353-7033 * FAX (845) 353-0508**

NYACK UNION FREE SCHOOL DISTRICT
13A DICKINSON AVENUE
NYACK, NEW YORK 10960

NOTICE TO BIDDERS

The Nyack Union Free School District, Nyack, New York, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids on the following:

SANITATION COLLECTION AND RECYCLING SERVICES

BID OPENING

February 12, 2010

10:15 A.M.

ADMINISTRATIVE OFFICES

The Nyack Union Free School District is soliciting sealed bids from reputable and qualified firms to provide sanitation collection and recycling services to begin on July 1, 2010.

Bidders may obtain the Bid Documents by visiting our website at www.nyackschools.com. Any questions must be emailed to Valerie Clegg at vclegg@nyackschools.com. Any questions arising will be emailed to all interested in submitting a proposal.

It is recommended that potential Bidders attend a tour of the facilities/grounds scheduled for 9:30 a.m. on Tuesday, February 9, 2010. Any questions must be emailed to Valerie Clegg at vclegg@nyackschools.com. Any questions arising will be emailed to all interested in submitting a proposal.

Each bid must be accompanied by a certified check payable to Nyack Union Free School District or by a bid bond for a sum equal to five percent (5%) of the bid, conditioned as set forth in the Instructions to Bidders.

Bids must be presented in a sealed envelope, addressed as follows:

Nyack Union Free School District
Attn: Ms. Carleen Millsaps, Assistant Superintendent for Business
13A Dickinson Avenue
Nyack, New York 10960

Bid For:

"Nyack Union Free School District-
Sanitation Collection and Recycling Services"

Bids will be received until 10:15 a.m. on February 12, 2010 at the School District Business Office, 13A Dickinson Avenue, Nyack, New York, at which time and place all bids will be publicly opened. Bidders are solely responsible for the arrival of each bid at the place of the bid opening by the appointed time, regardless of the means of delivery.

Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Nyack Union Free School District reserves the right to waive any informality in or to reject any or all bids, or to accept that bid which, in the District's judgment, is in the best interest of the School District. The Nyack Union Free School District reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, The District reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

END OF ADVERTISEMENT

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the bid documents.
2. Complete all forms. Be sure to sign in all required places.
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of this document for its files.
4. Proposals must be presented in a sealed envelope addressed as follows:

Nyack Union Free School District
Attn: Ms. Carleen Millsaps
Assistant Superintendent / Business
13A Dickinson Avenue
Nyack, New York 10960

Bid For:
**“Nyack Union Free School District -
Sanitation and Recycling Services Contract”**

5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.
6. Bids will be received until February 12, 2010 at 10:15 a.m. at the Nyack Union Free School District, Nyack, New York. All bids will be publicly opened at the above-stated times at the School District’s Business Office located at 13A Dickinson Avenue, Nyack, New York 10960.
7. In order to prepare the bid carefully, each bidder will be responsible for examining the grounds and facilities described in this proposal in order to better understand the scope of the work. Upon presentation of a bid, each Bidder is certifying that he has examined all of the areas to be serviced in the District and will make no claim for ERRORS OR OMISSIONS in evaluating the total area to be serviced.
8. The awarded contractor must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates, where applicable. All invoices must be accompanied by certified payrolls in order for payments to be processed.
9. The School District reserves the right to renew this agreement for four (4) additional one year periods as follows:
 - a) Said renewal will be based on a negotiated price not to exceed the National CPI (December-CPI released in January).
 - b) Said renewal will be contingent upon the approval of the School District’s budget for renewal period.

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be February 12, 2010 at 10:15 a.m.
2. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. The proposal sheets are not to be removed from the document.
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
4. A Bidder shall not make any stipulations on the Bid Form or qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
5. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Each bid must be accompanied by the certified check payable to Nyack Union Free School District or by a Bid Bond for a sum equal to five percent (5%) of the bid.
7. In the completed Bid package, bidders must provide evidence demonstrating an ability to provide the requested services, including a list of sites, grounds, and any and all school districts of a similar size that they have served during the past three (3) years.

At the request of the School District, bidders must also provide the last three (3) years of audited financial statements.
8. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
9. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.
10. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
11. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

12. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
13. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications.
14. All bids must be sealed. All bids must be addressed to the Nyack Union Free School District. Bid envelopes must be clearly marked "Bid For: Sanitation Collection and Recycling Services". Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
15. Each bid must include a completed W-9 form.
16. Non-compliance of any of the above requirements will constitute sufficient grounds for rejection of bid.

SANITATION COLLECTION SERVICES

This contract will be awarded for the period July 1, 2010 through June 30, 2011.

Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful bidder and the School District.

The placing in the mail of a notice of award to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.

The General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

It is understood that the Contract in no way excludes or in any way limits the School District from using other contractors in performing similar or other services.

QUALIFICATIONS OF BIDDERS

The School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, equipment, knowledge and capabilities to satisfy all requirements of this contract.
- b) Bidders shall be able to demonstrate at least three (3) years of continuous sanitation collection services work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- c) Each bidder must demonstrate that it is a responsible sanitation collection organization possessing adequate financial resources to accomplish the various

services as described herein and that it has a satisfactory record of performance and integrity.

- d) Bidder must include a reference list, setting out the names of all school districts or other municipalities served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual with respect to this item.
- e) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- f) Bidder must be financially responsible, as demonstrated by:
 - 1. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - 2. No denials of performance bonds within the last seven years.
 - 3. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - 4. Work performance in the sanitation collection business for other school districts/municipalities.
 - 5. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- g) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the information presented.
- h) The successful bidder is expected to be knowledgeable of the grounds and facilities of the Nyack School District.
- i) The successful bidder must be an equal opportunity employer.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Every request for such interpretation should be made in writing via email to Valerie Clegg at vclegg@nyackschools.com . Any questions arising will be emailed to all interested in submitting a proposal.

CONTRACT AWARD

All bid security, except those of the three lowest bidders, will be returned within 10 business days after bids are submitted. The bid security provided by the three lowest bidders will be returned after the execution of the Contract.

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

The School District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the School District will be served.

If two or more Bidders submit identical bids as to price, the decision of the Board to award a Contract to one such Bidder shall be final.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the Bidder, their conformity with the specifications, the purposes for which required, and such other factors as the School District may deem relevant.

SECURITY OF FAITHFUL PERFORMANCE

An executed bond of a corporate surety licensed in the State of New York in the amount of twenty-percent (20%) of the accepted bid for the faithful performance of the terms, covenants, and faithful performance of the contract will be required by the Board of Education at the time the contract is executed. Performance bond must have a rating of A or A+, or funds held in escrow and must include the Federal Tax ID Number.

LIQUIDATED DAMAGE FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder upon failure or refusal to execute and deliver the contract, bond, insurance certificates and statements required within eight (8) days after notice of the acceptance of the bid, will forfeit to the owner, as liquidated damages for such failure or refusal, the security posted with the bid.

ASSIGNABILITY OF CONTRACT

The contractor is prohibited from assigning, transferring, conveying, sub-letting or disposing of this contract or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation without previous consent in writing of the Board awarding the contract. In any instance where the contractor fails to comply with this clause, this contract may be immediately declared by the District to be breached.

SANITATION COLLECTION AND RECYCLING SERVICES
CONTRACTUAL SERVICES

1. The Contract will cover the period from July 1, 2010 through June 30, 2011. The School District reserves the right to renew this agreement for four (4) additional one year periods from July 1st through June 30th as follows:
 - a) Said renewal will be based on a negotiated price not to exceed the National CPI (December-CPI released in January).
 - b) Said renewal will be contingent upon the approval of the School District's budget for renewal period and Board of Education.
2. Bid amount must be based on all sanitation collection and recycling services at eight (8) district buildings as described in Specification for Scope of Work. Award will only be made on a total district basis.
3. The successful Bidder shall bill the school district before the tenth (10th) of each month for the work performed during the preceding month. Payments will be made during the last week of each month after bills are received, unless there is a dispute with the invoice. The District will make no advance payments. Invoice should include charge for monthly service and, if applicable, itemized charges for "pickup and return" (as specified in Scope of Sanitation Collection and Recycle Services (on page 14) including date. Please note that the Sanitation Collections services will be for twelve (12) months and the recycling will be for ten (10), as there is no recycling service during the months of July and August.
4. Fifty dollars (\$50.00) will be deducted from the monthly invoice for each missed pickup. Successful bidder must supply written affidavit of ability to accomplish missed pickups with back-up equipment within eight (8) hours of normal schedule.
5. The successful Bidder must furnish all materials and equipment necessary (as described on page 14) for the full performance of the work.
6. The successful Bidder will be required to have a late model garbage removal vehicle that is reliable, properly registered, inspected, and have highway tax labels and local government permits.
7. The contractor shall, at all times, be responsible for the safe, careful, and efficient operation of his equipment. The contractor shall assume full responsibility and liability for any loss or damage to both private and school property caused by his operations and for any damages or claims for damage or injury to persons, property, and equipment which might result from any service performed under this contract.
8. The contractor shall be responsible for complying with any municipal, town, or village regulations regarding permits for removal or dumping fees as set forth by local governments.
9. The contractor must deliver/use the following recycling facility:

Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, New York 10931

10. All sanitation collection services shall be effected to the complete satisfaction of the Superintendent of Schools or her designated representative.
11. Failure of the contractor to comply with the requirements of the contract to the full and complete satisfaction of the owner's representative may be cause for the owner to order the work which the contractor has failed to perform or performed unsatisfactorily, to be accomplished by others. The School District reserves the right to back charge or deduct from contractor's monthly payment at double time rate for School District employees to complete all work left incomplete or unsatisfactory and for services not rendered according to the terms of the contract.
12. If, through the carelessness and/or neglect of any employee of the contractor, any equipment or material of the school district is damaged, the contractor will indemnify the District.
13. The successful Bidder shall comply with all rules and regulations of the School District and all directives issued by the School District.
14. The use of alcohol and tobacco products will not be permitted anywhere on School Grounds.
15. The successful Bidder shall not have any contact or communication with any student or teacher.
16. Under this contract, sub-contracting shall not be permitted without prior written approval by the School District.
17. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the specifications.
18. The successful Bidder shall pay its employees the current "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates, where applicable.
19. The successful Bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, taxes and safety factors in cases where installation of equipment is involved.
20. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
 - a) In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin.
 - c) There may be deducted from the amount payable to the successful bidder a penalty of one hundred dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

- d) This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
 - e) The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
21. The successful bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
22. The successful bidder shall be licensed by the County of Rockland and local municipalities, where required.
23. The successful bidder shall purchase and maintain insurance, which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The successful bidder shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

24. Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.
25. All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any,

coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.

26. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.
27. The successful bidder shall submit a completed W-9 form.
28. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
29. This contract may be terminated by the School District upon not less than five (5) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination. The District may also, at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving five (5) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instruction from the District, cease operation as specified in the notice. The Contractor shall proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph.
30. The successful bidder shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the School District shall have the right to take over the work and complete the work at the expense of the successful bidder. In the event this contract is terminated, the successful bidder shall be compensated for work performed to the date of such termination in accordance with this contract.

**SANITATION COLLECTION AND RECYCLING SERVICES
SPECIFICATIONS FOR SCOPE OF WORK**

1. SERVICES

The services called for under this section are to provide all equipment and licenses to perform the following work.

a). **GARBAGE COLLECTION**

Garbage Defined: The term garbage as used in these specifications shall mean any debris or refuse which the District chooses to dispose of. The District will dispose of large articles of furniture or large blocks of concrete or other building materials, which if thrown in would break the internal mechanism of the garbage truck, in a separate large container.

b). **RECYCLABLE COMMODITIES COLLECTION**

Paper: The term paper includes, but is not limited to, newspapers, corrugated containers, magazines, office paper (including copy, white/color ledger and computer paper, white envelopes), junk mail (including catalogs, coupons, sweepstakes entries, telephone/paperback books), chipboard/boxboard (including cereal, pasta and tissue boxes), brown paper bags, school paper (including notebook and construction paper), and soft covered workbooks.

Co-mingled: The term commingled includes, but is not limited to, glass containers and bottles (including clear, green, and amber), ferrous metal food and beverage containers, aluminum cans, plastics, aluminum foil/pie plates, drink boxes (including aseptic plastic), polycoated food board (including frozen food packaging) and cake boxes.

2. GROUNDS/FACILITIES TO BE SERVICED

| | |
|--|--|
| Hilltop/ Administration Building | 13A Dickinson Avenue Nyack, NY 10960 |
| Nyack High School | 360 Christian Herald Road Upper Nyack, NY 10960 |
| Christian Herald Athletic Complex | Christian Herald Rd. & Route 9W Upper Nyack, NY 10960 |
| Nyack Middle School | 98 South Highland Avenue Nyack, NY 10960 |
| Nyack Middle School Field House (Roll off dumpster) | 98 South Highland Avenue Nyack, NY 10960 |
| Liberty Elementary School | 142 Lake Road Valley Cottage, NY 10989 |
| Upper Nyack Elementary School | 336 North Broadway Upper Nyack, NY 10960 |
| Valley Cottage Elementary School | 26 Lake Road Valley Cottage, NY 10989 |

3. **SCOPE OF GARBAGE COLLECTION**

- a. Garbage shall be removed from each building Tuesday through Saturday before 7 a.m, but not before 5:30 a.m., with the exception of the container at the Christian Herald Athletic Complex, which requires a weekly pickup. Day is to be determined by the District.
- b. During Winter, Spring, and Summer Recess, garbage shall also be removed from each building Tuesday through Saturday. During these recesses there will be far smaller quantities of garbage. However, any quantity that may be set out for any one pickup shall be removed without additional charges.
- c. Refuse of any type, liquid or solid, which is spilled while making the pickup, shall be cleaned up by the contractor. Upon the Contractor's failure to clean up, school employees will perform the work at double time rate and said amount will be deducted from the contractor's invoice.
- d. At times there will be additional cans or cartons which are not in the dumpsters/containers, but which must be removed as well. If additional cartons or other materials are set out for pickup, these shall be removed at no additional charge to the District.
- e. All school buildings and the Administration Building require 10-cubic yard dumpsters supplied by the contractor. The Christian Herald Athletic Complex requires a 5-cubic yard dumpster.
- f. Contractor will supply a 20-cubic yard open top container to be located next to the Middle School Field house. This will be picked up and returned on an "as needed basis" as requested by the Facilities Department. Bid Proposal will include charge for pickup and return, for this location and any other 20-cubic yard container pickup and return as needed.

4. **SCOPE OF CO-MINGLED COMMODITIES COLLECTION**

- a. Recyclable items/commodities placed in the designated receptacles supplied by the Contractor must be picked up on a weekly basis (one day for paper and one day for co-mingled), on days agreed upon by the Facilities Department and the contract.
- b. The number of containers required for each school are as follows:

| | |
|----------------------------------|-------------------------|
| Hilltop/Administration Building | 6- 64-gallon containers |
| Nyack High School | 16- 64 " " |
| Nyack Middle School | 12- 64 " " |
| Liberty Elementary School | 6- 64 " " |
| Upper Nyack Elementary School | 6- 64 " " |
| Valley Cottage Elementary School | 6- 64 " " |
| OR EQUIVALENT | |

- c. Bidder must deliver/use the following recycling facility:

**Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, New York 10931**

SANITATION AND RECYCLING SERVICES BID

NAME OF COMPANY: _____

ANNUAL BID AMOUNT FOR GARBAGE COLLECTION (12 months) \$ _____

(PLEASE PRINT AMOUNT)

ANNUAL BID AMOUNT FOR RECYCLE COLLECTION (10 months) \$ _____

(PLEASE PRINT AMOUNT)

TOTAL ANNUAL BID AMOUNT \$ _____

(PLEASE PRINT AMOUNT)

FEE FOR EACH PICKUP AND RETURN OF
20-CUBIC YARD DUMPSTER/CONTAINER
ON AN "AS NEEDED" BASIS \$ _____ /pickup and return

SIGNATURE OF BIDDER: _____

PRINT NAME: _____

DATE: _____

INFORMATION SHEET

NAME OF COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

NYACK UNION FREE SCHOOL DISTRICT

13A DICKINSON AVENUE
NYACK, NEW YORK 10960
-FORM OF DISCLOSURE-

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
| _____ | _____ |
| _____ | _____ |

1. Does any Nyack Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Nyack School District?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the Nyack School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm:_____

Signature:_____ Print Name: _____

Title:_____ Date: _____

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

THIS FORM MUST BE SIGNED AND NOTARIZED- SUBMIT WITH PROPOSAL

Firm Name _____

BusinessAddress _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
 (Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 2010

 Notary Public or Commissioner of Deeds

 (Authorized Signature)

Commission Expires _____

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE NYACK UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE NYACK UNION FREE SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;
- B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE NYACK UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NYACK UNION FREE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE NYACK UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NYACK UNION FREE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

this ____ day of _____ 2010

(Person, Firm or Corporation)

Notary Public or Commissioner of Deeds

(Authorized Signature)

Commission Expires _____

Rockland County Article 9

Trash and Refuse Removal

11/19/2009

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 1

ENTIRE COUNTIES

Orange, Putnam, Rockland, Sullivan

WAGES

Per hour: \$ 22.76

IMPORTANT INFORMATION:

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

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S