



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

BID DOCUMENT

Legal Notice

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive competitive sealed proposals per specifications for:

Title: RFP - Collection and Disposal of Household Hazardous Waste
Document Number: PW-16-060-P

Proposal documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. **These documents are also available on the internet; Steuben County website at www.steubencony.org.**

Interested parties assume all responsibility to acquire proposal information and forms.

To be considered, proposals must be submitted on Steuben County proposal forms and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on **Tuesday, April 26, 2016**; at which time proposals will be acknowledged as received.

Dated: April 8, 2016

Andrew G. Morse
Acting Director of Purchasing

RFP – Collection and Disposal of Household Hazardous Waste**GENERAL TERMS AND CONDITIONS****1. Objective:**

(R042208)

This “**Request for Proposal (RFP)**” is published in order to obtain competitive proposals for: **RFP - Collection and Disposal of Household Hazardous Waste.**

Steuben County intends to award one (1) contract for planning and performing the collection, analysis, packing, transportation and disposal of household hazardous waste.

It is the intent of this request for proposal to obtain the following information:

Section One – Qualifications

Section Two – Technical Proposal

Section Three – Proposed Pricing

2. Acquisition of Bid Documents:

(R042208)

- a. Proposal documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor’s receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. Document Number:

(R042208)

- a. This document has been assigned the following number: **PW-16-060-P.**
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. Examination, Interpretation, Correction of Bid Documents:

(R042208)

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

5. Requirements:

(R051908)

- a. **Prevailing Law -**

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To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County's intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b. Requirements –

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
 - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c.** Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
 - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

6. Preparation of Bid Documents:

(R042208)

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
 - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
 - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
 - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
 - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

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- d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

7. Non-Collusive Bidding Clause and Certificate:

(R041811)

- a. Clause –
“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”
- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Section 103-d of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

8. Hold Harmless Clause and Form:

(R041811)

- a. Clause –
“**HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

9. Iranian Energy Sector Divestment Certification:

(05/31/12)

Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

- 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, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

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- b. The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.
Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

10. **Required Insurance(s) and OSHA Training:**

(R041811)

- a. This bid document includes an information sheet entitled: **STEBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.
- b. **Additional Insured, Certificate Holder, and Bid Document Number** -
- i. **Steuben County shall be named* as an "Additional Insured"** in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid.
***Note: "Additional Insured"** shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
 - ii. **"Certificate Holder"** shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
 - iii. With regard to **"Additional Insured" and "Certificate Holder"**; unless specified to the contrary herein, the following shall **not** be acceptable to Steuben County:
 - Other designations such as "Steuben County Legislature"
 - Specific departments (committees, sub-groups, etc.) such as "Department of Public Works"
 - Other entities (public or private) and named individuals such as "ABC" Township, "XYZ" Corporation, "John and Mary Doe", etc.
 - iv. The **Bid Document Number and the Bid Title** shall be referenced in the "Description..." / "Additional Comments" section of the Certificate of Insurance form.
- c. Each awardee shall submit an **original** of its **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** (which indicates the contractor's compliance with the above sections a. and b.) to the following: Steuben County Department of Public Works, Attention: Janet Olin, Senior Acct. Clerk Typist, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers' Compensation Insurance Exemption—**
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g. **OSHA Training—**
Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include "the

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provisions that all of the contractor's and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder's/proposer's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

11. **Sales Tax Exemption:**

(R042208)

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

12. **NYS Labor Law; "Prevailing Wage and Supplements":**

(R040809)

- a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – "**Prevailing Wage and Supplements**". Steuben County does, in good faith, identify those projects/services it believes to be – "Prevailing Wage and Supplements" projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
- b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:
In the event the New York State Department of Labor amends the "Prevailing Wage Rate Schedule" applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay "Prevailing Wages and Supplements" shall be required to pay said "Prevailing Wages and Supplements" in accordance with the most current, applicable "**Prevailing Wage Rate Schedule**" in effect at the time the work is performed.
- c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:
"Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial "Certified Payroll" and the periodic "Certified Payroll(s)" as required herein.**

13. **Wicks Law Projects under \$500,000.**

(041811)

Pursuant to Section 101 of the General Municipal Law, bidders on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be

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opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

14. **Equivalents:**

(R042208)

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

15. **Supportive Documentation:**

(R042208)

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

16. **Protection from Claim Against “Or Equal”:**

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

17. **Addendum/Addenda:**

(R041811)

- a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

RFP – Collection and Disposal of Household Hazardous Waste**18. Multiple/Alternate Proposal Submittal(s):**

(R042208)

For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted. **Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

19. Submittal of Proposal(s):

(R042808)

- a. For each proposal it submits, **the proposer shall submit three (3) sets of its proposal**; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
 - i. One (1) set shall be stamped (or otherwise indicated) as being the "**ORIGINAL**."
 - ii. Two (2) sets shall be stamped (or otherwise indicated) as being the "**DUPLICATE**" or "**COPY**."
 - iii. Information presented in the "**ORIGINAL**" set of the proposal shall prevail.
- b. **Requirements for Addressing the Proposal Submittal Envelope :**
 - i. The proposal shall be submitted in a sealed opaque envelope marked on the outside with: the proposer's name and address and the designation: "**Sealed Proposal – RFP - Collection and Disposal of Household Hazardous Waste.**"
 - ii. The envelope shall be addressed to Andrew G. Morse, Acting Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Proposals shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Tuesday, April 26, 2016**, at which time proposals shall be acknowledged as received.
- d. Facsimile transmitted proposals are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver proposals and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a bid submittal must be received at the Purchasing Department by the appointed hour.

20. Late Proposal:

(R042208)

Proposers shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the proposer's risk. Late proposals shall not be considered and shall be returned unopened.

21. Right of County to Seek Clarification, Accept or Reject Proposals(s), etc.:

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from proposers for the purpose of assuring a full understanding of the proposer's responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of proposals (re-bid).

22. Civil Rights:

(R042208)

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it

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will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

23. Award of Proposal:

(R042208)

For the purposes of this proposal and subsequent award(s), **it is intended that award(s) be made to the respondent whose proposal is determined to be in the best interest of Steuben County.**

- a. Award(s) shall only be made to proposals submitted by qualified, responsive, and responsible proposers who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.
- b. Award of proposal is not made at the bid opening. All proposals are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of proposals by the County shall not be construed as authority to bind the County.

24. Executory Clause:

(R041811)

Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

25. Assignability:

(R042208)

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

26. Authorized Purchase(s):

(R042208)

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. Awardee's Failure to Comply:

(R042208)

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

28. Sufficient Inventory, Equipment, and Staff:

(R042208)

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

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- a. Damages
and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

29. Cancellation of Contract:

(R042208)

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

30. Standard(s):

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

Standard:

Established By:

ASTM

American Society for Testing Materials

ANSI

American National Standards Institute

US-EPA/Federal EPA

United States Environmental Protection Agency

NYS DOT

New York State Department of Transportation

- b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

*See a. above

31. Interchangeable Terminology:

(R042208)

- a. For the purpose(s) of this bid solicitation, the following terms are used interchangeably:
 1. Steuben County, County and Owner.
 2. Steuben County Commissioner of Public Works and Commissioner.
 3. Bid Documents, Bid Solicitation, and Bid Specifications.
 4. Awardee, Contractor, and Vendor.
 5. Request for Proposal and RFP.

b. Request for Proposal –

This is a request for Proposal (RFP). Therefore, where in this document the following term are used – bid solicitation, bid, bidder, and similar references to bidding; they shall be understood and agreed by all parties to mean – request for proposal(RFP), proposal, proposer, and similar equivalent terms.

32. Bidder’s List:

(R042208)

A “Bidder’s List” shall not be made available prior to the bid opening.

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33. **Contact Personnel:**

(R041811)

Questions, concerns, and/or requests for clarification should be directed to:

Andrew G. Morse, Acting Director of Purchasing.

Telephone (607) 664-2484.

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GENERAL INFORMATION AND REQUIREMENTS1. **Demographics:**

Steuben County is located in what is referred to as “The Southern Tier” of New York State. Its principal population centers are: Bath, Corning and Hornell. The County is easily accessed, with 3,147.31 miles of roads, including major arterials; US Routes 390 and 86 (formerly NYS Rt. 17).

The County has 1,409 square miles of land, 32 townships and a population of approximately 100,000. Farming is of primary importance to the economy of this essentially rural county. However, industry is scattered throughout the County and has a strong presence in the areas where its principle population resides.

2. **Definitions:**

Awardee: The Contractor responsible for contract performance.

Note: The terms – Awardee and Contractor are used interchangeably.

Bulk: Waste in containers larger than or equal to thirty gallons resulting from the onsite consolidation or combining of the liquid contents of containers brought to the site by the householder.

CESQG: Conditionally Exempt Small Quantity Generators (not included in this 2004 Program).

County: The County of Steuben in the State of New York.

EPA: United States of America, Environmental Protection Agency.

Event: Refers specifically to the day, the site and the processes to take place with regard to the actual collection, analysis, packing, transporting, treating and all ancillary activities performed to achieve the goal of this Request for Proposal.

HHW: Household Hazardous Waste.

Labpack: Container consisting of many smaller containers of chemicals.

MSW: Municipal Solid Waste.

NYS-DEC: New York State Department of Environmental Conservation.

PCB: Chemical substances that are limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances that contains said substances.

Program Manager: The person designated by the Steuben County Commissioner of Public Works to be the primary contact between the Awardee and the County.

Project: Refers to the entire concept (scope, goal and specifications) as stated in the Request for Proposal, and the inherent responsibilities incurred in the pursuit of such a concept; from its inception through its satisfactory completion.

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- Regulations:** Laws, rules and statutes applicable to activities described herein, which are in effect, locally, statewide and nationally in any and all areas where the contractor operates.
- RFP:** Request for Proposal.
- Site:** A HHW collection location selected and secured by the County for the HHW collection.
- Treatment:** Any method, or process, including neutralization, designed to change the physical, chemical or biological character or composition of any hazardous waste so as to render it non-hazardous or less hazardous; safer to transport, store or dispose of; or amendable for recovery, amendable to storage or reduced in volume.

3. Goal:

The County desires to offer a program for the safe collection of household hazardous waste generated within the County and to have these wastes safely removed and disposed. It is believed that the disposal of household hazardous waste in MSW landfills (except for asbestos properly packaged), MSW incinerators, sewage treatment systems, municipal solid waste vehicles, septic tanks or backyards is a threat to the public health and safety and the environment.

The purpose of the HHW collection and disposal program is three-fold:

- a. To increase the public's awareness as to what constitutes household hazardous wastes and the dangers associated with such wastes.
- b. To educate the public on household hazardous waste reduction techniques and non-toxic alternatives to HHW.
- c. To provide for the authorized and safe disposal of as much household hazardous waste as will be collected.

The Household Hazardous Waste Program is part of the Steuben County Local Solid Waste Management Plan approved by the New York State Department of Environmental Conservation. A waste disposal hierarchy including source reduction, waste recycling, and safe disposal (which includes treatment, incineration, and landfilling of wastes) is proposed for the HHW Program. This Household Hazardous Waste Program and subsequent contract with the Awardee will be conditioned upon and subject to registration and approval by the NYSDEC pursuant to their rules and regulations.

4. Event Date(s), Time(s), Location(s) and Participants:

Steuben County intends to award both events to one vendor. To facilitate in making the award to one vendor the following date(s) are tentative and may be modified to accommodate vendor scheduling. Proposer must submit a schedule of available dates. The site information is fixed and will not change. The number of participants is estimated. Steuben County intends to have one (1) event at each of the following locations: Erwin Transfer Station and Wayland. The events must be conducted on Saturday morning, and as close to the preferred dates as possible.

RFP – Collection and Disposal of Household Hazardous Waste

<p>ERWIN TRANSFER STATION 622 So. Hamilton St., Painted Post, NY</p>
<p>Date: July 23, 2016 (Tentative) Time: 8:00 a.m. – 12:00 p.m. Participants: (~100)</p>

<p>WAYLAND (<u>Location to be determined</u>) Wayland, NY</p>
<p>Date: September 17, 2016 (Tentative) Time: 8:00 a.m. – 12:00 p.m. Participants: (~100)</p>

5. **Program Manager, Steuben County:**

Rich Bills – Recycling Manager
 3 East Pulteney Square
 Bath, New York 14810
 (607) 776-3191

6. **Prevailing Insurance and Hold Harmless Requirements:**

This section shall take precedence over the following standard clauses: **Hold Harmless Clause and Form, and Insurance** which are located in the General Conditions section of this RFP.

a. **Hold Harmless –**

The awardee shall indemnify, defend, and hold harmless the municipality in which the collections are made, all municipal officials and householders, Steuben County and its officials and employees, all participating farmers, all volunteers associated with the event, State of New York and all officials and householders of the State against any and all losses, claims, actions, damages, liability, and expenses, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the awardee or by persons employed directly or indirectly by the awardee in connection with the household hazardous waste collection, processing and handling, transportation, storage, treatment, and disposal.

b. **Insurance –**

- i. The proposer shall include proof of insurability with its proposal.
- ii. The awardee shall obtain and maintain in full force and effect for as long as necessary to fund the awardee indemnification and defense obligations, the following types and amounts of insurance:
 - A Commercial General Liability Insurance policy shall afford limits no less than the following:
 - \$2,000,000 – General Aggregate
 - \$1,000,000 – Products & Completed Operations Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 – Each Occurrence
 - \$ 50,000 – Fire Damage
 - \$ 5,000 – Medical Expense

RFP – Collection and Disposal of Household Hazardous Waste

The awardee shall name the municipality in which the collection event will be held and Steuben County as certificate holder and additional insured by the contractor's general commercial liability insurance policy.

- An automobile liability insurance policy covering owned, non-owned and hired vehicles. Said policy of insurance to have a minimum limit of \$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage (with Pollution Exclusion removed).
 - A Workers Compensation and Employer's Liability insurance policy with New York statutory limits for workers compensation and a minimum of \$1,000,000.00 per accident for employer's liability.
 - Contractors Pollution Liability coverage in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
 - The awardee shall carry disability benefits for employees.
- iii. The awardee shall submit fully executed original certificates of the required insurances (or) certified copies of the same to Steuben County. Said submittal shall be required no more than thirty (30) days prior to the event but not less than fifteen (15) days prior to the event.

7. Bid Surety:

(R042208)

- a. The bidder shall include a **fully executed original bid bond with its submittal**. The bid bond shall be issued by a surety company authorized to do business in New York State. The bond shall be in the amount of **five percent (5%)**. A certified check, Cashier's check, or a bank issued Irrevocable Standby Letter of Credit may be submitted in lieu of a bid bond.
- b. The bid surety shall state the bid document title and document number. Said surety shall be made payable to: Steuben County Finance.

8. Performance Surety:

(R042208)

The awardee shall provide the County with a **fully executed original performance bond** for each project it has been awarded. Each performance bond shall be issued in the amount equal to one hundred percent (100%) of the dollar value of each award. The performance bond shall be issued by a surety company authorized to do business in New York State. **The performance bond shall be submitted to Steve Orcutt, Assistant Commissioner – Solid Waste Division, Department of Public Works on or within thirty (30) days of Notification of Award or prior to commencement of project; whichever occurs first. A certified check, Cashier's check, or a bank issued Irrevocable Standby Letter of Credit, may be submitted in lieu of a performance bond.**

9. Note:

- a. Where in the request for proposal there may be confusion as to what is required of the awardee, it shall be the proposer's (and subsequently, the awardee's) responsibility to seek clarification from Steuben County.

10. Contact Person:

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

**Rich Bills, Recycling Manager
Steuben County Department of Public Works, Solid Waste Division
3 East Pulteney Square
Bath, NY 14810
(607) 776-3191**

RFP – Collection and Disposal of Household Hazardous Waste

11. **Prevailing Wage and Supplements:**

(R100308)

The awardee shall be required to pay “Prevailing Wage and Supplements in accordance with NYS Labor Law Articles 8 and/or 9; **prevailing wage rate schedule PRC#2016900344**. A schedule of prevailing hourly wage rates and supplements is attached to this bid document. Contact the Steuben County Purchasing Department immediately if the schedule is missing from the bid document. **Reference the GENERAL TERMS AND CONDITIONS section, NYS Labor Law; Prevailing Wage and Supplements clause.**

SPECIFICATIONS, SCOPE OF RESPONSIBILITY

The awardee shall: supply all of the personnel and equipment necessary to conduct one day collection(s) of HHW at the specified site(s), analyze and package HHW for transport, and transport, store, process and dispose of HHW in accordance with all applicable regulations.

Upon award of the contract, the awardee shall immediately assist the Program Manager in the completion and submittal of the final “Application for Registration” which is required by NYSDEC. All forms shall be submitted by the awardee to the Project Manager no later than 3 weeks before the first scheduled event. **Failure to provide the aforesaid forms by this time will result in liquidated damages of \$200 for each day of lateness.**

Task 1: Mobilization

The awardee shall contact the Program Manager a minimum of two (2) times prior to the events; in order to review the program, the schedule, and all operations and coordination necessary to achieve a well organized and disciplined event.

The awardee shall situate all of the necessary equipment on the site of the event no later than 7:00 a.m. on the day of the event, so as to initiate the event promptly at 8:00 a.m. Similarly, the personnel required for the event shall be assembled no later than 7:30 a.m. on the day of the event and have all necessary protective clothing and other equipment installed and ready for use by 8:00 a.m.

The County will furnish various traffic control barriers and signs to assist in orderly traffic movement. The awardee shall provide appropriate tent covering to protect the HHW collected in case of inclement weather. Adequate ground covering shall be provided by the awardee to prevent any hazardous waste from contacting the ground of the site in case of a spill. Adequate berms or other means shall be provided by the awardee to prevent any spills on the ground covering from escaping the ground cover.

The awardee shall provide for the comfort and safety of its personnel: decontamination and eyewash facilities, fire extinguishers, and all other personnel safety clothing and apparatus.

The County shall provide restroom facilities and water to the awardee and volunteer personnel at the event site. Organization and monitoring of volunteer personnel shall be the responsibility of the County; instruction shall be by both the awardee and the County as finalized in the pre-event meetings.

Task 2: Site Operations

The awardee shall be responsible for all site operations from the point where the vehicles containing the HHW move to the unloading area until the vehicles leave the unloading area. Before the participant reaches the unloading area, a volunteer will instruct the participant to complete a HHW survey form and will distribute educational and promotional items. Upon the participant’s arrival at the collection point, the awardee’s personnel, with the participant’s permission, shall open the doors or trunk of the vehicle and remove the HHW.

RFP – Collection and Disposal of Household Hazardous Waste

The handling of all HHW delivered to the site shall be the responsibility of the awardee, including without limitation, unloading the HHW from the vehicle, identifying (visibly or by analysis) the materials delivered, inventorying each item, repackaging the materials for safe transportation and storage, manifesting the materials and loading them onto awardee's vehicles, processing and ultimate disposal. The awardee shall be the "generator" from the standpoint of the United States Environmental Protection Agency (EPA) and the NYSDEC.

The awardee shall have sufficient personnel to promptly handle at least four (4) vehicles at any given time, leaving non-acceptable material(s) in vehicle(s), and taking the acceptable hazardous materials to a designated area for positive identification and packaging. The awardee's personnel shall inventory each item, package it, and prepare a manifest in accordance with federal and state regulations. Where delivered waste is not acceptable, the awardee shall provide satisfactory instruction and information to the householder for an environmentally safe disposal of said waste. Only aerosol cans containing the word "danger" will be accepted.

THE FOLLOWING ITEMS WILL NOT BE COLLECTED BY AWARDEE:

Radioactive Waste	Ammunitions
Biologically Active Waste	Asbestos
Gas Cylinders	Refuse
Explosives	Fluorescent Light Bulbs
Chemically Treated Lumber	Agricultural Hazardous Waste
Tires	Latex Paint & Alkaline Batteries *

** Latex Paint & Alkaline Batteries will be accepted at the HHW site but will be properly disposed of by the County.*

NOTE: The awardee shall inform the Program Manager every 30 minutes with respect to the quantities collected and the total collection cost (as will be charged by the awardee). This will enable the Program Manager to terminate the collection before exceeding the budget established for the specific collection period (i.e. Household Hazardous Waste). The collection will be terminated at the time stated or sooner by direction of the Program Manager, at which time the public will not be allowed to enter the collection area. Collection by the awardee will continue until all vehicles in the collection area have been served.

Task 3: Demobilization

The awardee shall load all collection containers into awardee's truck(s). The awardee's truck(s) shall be appropriately and prominently marked (placarded) to carry hazardous wastes. The awardee shall bear sole responsibility to perform the following tasks; remove all hazardous waste from the site at the end of the event, and clean up and stow all equipment in appropriate vehicles for removal from the site, and clean up all non-hazardous debris and place it in appropriate municipal waste receptacles (roll-off provided by the County, who shall also arrange for removal of the receptacle containing non-hazardous waste). Prior to departure, the awardee shall "police" the site to ensure nothing is left behind (either hazardous or non-hazardous) from the event, and shall ensure that the site is in as good or better condition in all respects than it was prior to set-up and preparation for the event. It is recommended that photographs be taken of the site before, during and after the event.

The awardee shall meet with the Program Manager and any representative of the NYSDEC on site to ensure that the site is fully cleaned up. The awardee shall provide a certification of cleanup of the site to the Program Manager and obtain approval from the Program Manager, before vacating the site. At the end of the event, the awardee shall review all the prepared manifests with the Program Manager. None of the awardee's vehicles or equipment shall remain at the event site overnight after the event; unless approved by the Program Manager.

RFP – Collection and Disposal of Household Hazardous Waste

Task 4: Transport, Storage, Treatment and Disposal of HHW

The awardee may transport the HHW to its own properly licensed and permitted facility, or another properly licensed and permitted facility, for storage until the HHW may be properly treated and disposed in facilities licensed and permitted by appropriate federal and state agencies. All final disposal sites are to be listed in the response to this RFP for approval by the County. The awardee shall be responsible for treating and disposing of the HHW, or having the HHW treated and disposed, such that the final material meets all federal and state statutes, regulations and standards for the disposal of hazardous wastes or of the residual non-hazardous material remaining after processing the hazardous wastes. Disposal of wastes must be in EPA permitted facilities. Waste shall not be disposed of by underground liquid injection. PCB wastes are to be incinerated.

The awardee shall prepare and maintain all manifests in accordance with appropriate USEPA, USDOT, NYSDOT and any other federal and state requirements for the transportation, storage, treatment, and disposal of hazardous wastes. The awardee shall issue a written report to the County when the HHW from the event has been treated and disposed. The Awardee shall also provide to the Program Manager a completed “Record of Operations” as soon as available, for the event to be submitted to NYSDEC providing information on types of participants, quantities of wastes received and the operating names and addresses and identification number of facilities accepting wastes for final disposal.

FORMAT OF PROPOSAL

Responses to the County’s RFP should be formatted as follows:

- **Section One – Qualifications.**
- **Section Two – Technical Proposal.**
- **Section Three – Pricing.**

The three (3) sections shall be viewed as essential components of one (1) proposal. Award of the proposal shall be based on analysis of responses to all three (3) sections.

Section One – Qualifications:

The awardee shall be an established firm with substantial expertise in all areas of hazardous waste, with at least three (3) years of particular experience in the collection, handling and disposing of HHW as specified in this RFP. All of the awardee’s personnel participating in the event shall have received forty (40) hour OSHA Hazwoper Site Worker Training and Certification.

The proposer should submit sufficient documentation to support its assertion that it is qualified to successfully and legally accomplish the scope and specifications of this request for proposal.

The proposer shall include in its proposal a brief description of its firm, its general nature and background, its general experience in the field of hazardous wastes, and its specific experience in HHW including number of projects, references from three (3) previous HHW Collection Event Program Managers, length of experience, skilled personnel and specialized equipment available, and other resources or particular expertise.

In particular, the proposal shall include the following information:

1. **Company History -**
Name and address of the firm (and its parent firm, if applicable).

Characteristics of the firm; including number of employees, number of office and field locations, types of work undertaken by the firm, typical clients, and other relevant information (with emphasis on previous and current experience in the field of hazardous waste).

RFP – Collection and Disposal of Household Hazardous Waste**2. Company Contact -**

Name, title, address and telephone number of the individual responsible for the proposal, and the same information for the individual to be responsible for the on-site activities of the firm. Include the same information for a “backup” contact person. The term responsible individual(s) shall mean: designated by the firm to be a responsible individual authorized to make decisions, commitments, and statements on the firm’s behalf.

3. Required Authorization -

- a. Copies of any and all relevant permits, licenses and other regulatory items or materials required under Federal, State or local statutes, regulations or standards for the collection, packaging, transportation, processing and disposal of HHW. All documents shall be current and valid through the term of the contract.
- b. The awardee shall submit a copy of all **Event specific** authorization documents within ten (10) days of conducting the Events.

4. Personnel -

Identify and describe qualifications of all Proposer’s personnel who will be involved with this project and/or the Events. It is expected that at least two (2) qualified field chemists will be present and all personnel handling hazardous waste must be OSHA HAZWOPR trained.

5. Experience and References -

A list of specific HHW collection projects completed or under contract by the firm and references from three (3) event program managers. Include a brief description of the location of the project and the activities conducted by the firm.

6. Required Statements -

The proposer must include statements with regard to the following in its proposal:

- a. The proposer understands and agrees to accept all the risk and responsibilities incurred in its assuming the role of the hazardous waste “generator.”
- b. The proposer certifies that it is not knowingly in violation of any regulations nor is it under investigation of violation of any regulations (as defined in this RFP) promulgated by authorized government entities.
The proposer shall submit information regarding all past notices of violations they have received from the EPA or any state or local regulatory body within the last three (3) years and a brief description of when, where, and what the violation was. The awardee must allow the County access to copies of all EPA and/or State regulatory inspection reports for the last three (3) years.
- c. With regard to processors, disposers and end users of HHW that the awardee may choose to contract with; the proposer certifies that it is not knowingly contracting with individuals or companies which are in violation of any regulations or under investigation for violation of any regulations as promulgated by authorized government entities.

Section Two – Technical Proposal:

The proposal shall include a complete description of how the project is to be accomplished. Be specific, essential details will not be assumed by the County. The proposal shall detail the entire project from “Notification of Intent to Award” through proof of legal disposal of HHW. **The technical proposal shall include the following seven (7) elements:**

1. Provide a typical or generic site set-up plan, including the estimated times required for mobilization and demobilization at each site.

RFP – Collection and Disposal of Household Hazardous Waste

2. List the types of waste which will be accepted and the types of wastes that will not be accepted – adhere to NYSDEC regulations and County guidelines for acceptable and non-acceptable materials. The proposer must be willing and committed to advising participants submitting unacceptable waste as to how to dispose of it acceptably.
3. Describe the method of handling the HHW at the site, whether or to what degree certain wastes will be consolidated at the site, how empty containers brought to the site or emptied at the site will be removed by the awardee, and how the various items of HHW accepted will be inventoried and manifested.
4. **A Contingency Plan** to include the following elements:
 - a. Describe provisions for prevention of spills, the management and cleanup of a spill occurrence, the prevention of explosions, fire or the release of toxic or hazardous substances.
 - b. Describe how the following will be handled: unknown wastes, inclement weather and accidents.
 - c. Provide a typical or generic site health and safety plan within the contingency plan. Designate a Health and Safety Officer to oversee the health and safety plan.
 - d. List all the emergency equipment and supplies the proposer intends to bring to or provide at the site; provide a list of the names and telephone numbers of local emergency agencies, State and Federal agencies that must be contacted in the event of a fire, spill, or other release at the collection site.
 - e. List all the equipment and/or supplies the proposer requires or expects the County to provide at the site.
5. List the services, materials and other assistance, which the proposer shall provide both prior to and on the day of the event to enhance the public HHW awareness program.
6. Describe the method of processing and disposal to be used for each type of waste disposed, and the name, location, and EPA permit number of the proposed treatment, storage or disposal facilities which will be used for the specific waste disposed or processed from this event. Indicate whether the proposer has prior experience of disposal of any or all of the types of wastes or residues at all the named facilities. Also, provide a “Hazardous Waste Disposal Facility Audit” for each of the disposal sites to be used for disposal, consistent with the audit form.
7. Establish and provide a time line of action to be taken to successfully accomplish this project. Indicate which party will be responsible for initiating and completing each action.

Section Three - Proposed Pricing:

There are **three (3) parts** to this section. All parts and all line items for each part shall be completed and submitted by the Proposer. The parts to this section are described as follows:

1. **Part One; Fixed Cost:**
Cumulative cost associated with Awardee’s mobilization and demobilization.
2. **Part Two; Variable Costs; Household Hazardous Waste:**
Costs associated with collection and disposal of Household Hazardous Waste.
3. **Part Three; “In Toto Project Price Bid”:**
The “*In Toto Project Price Bid*” shall be the sum of Parts One, and Two. The “*In Toto Project Price Bid*” shall “represent the aggregate of all costs billable to Steuben County.

RFP – Collection and Disposal of Household Hazardous Waste

BUDGET and INVOICE

1. **Budget:**

- a. The budget is established by awardees. Proposal price for part one and part three.
- b. **The awardee shall inform the Program Manager every 30 minutes with respect to the quantities collected and the total collection cost (as will be charged by the awardee). This will enable the Program Manager to terminate the collection before exceeding the budget established for the specific collection period (i.e. Household Hazardous Waste). The collection will be terminated at the time stated or sooner by direction of the Program Manager, at which time the public will not be allowed to enter the collection area. Collection by the awardee will continue until all vehicles in the collection area have been served.**

2. **Invoice:**

All interested parties shall take note and understand that the quantities stated in Part Two of Section Three are hypothetical (estimated) and are provided for proposal purposes only. **Therefore, the *In Toto* project price invoiced** shall be calculated as the sum of Parts One and Two of Section Three; where: a fixed cost for Part One has been established and the total cost for Part Two has been calculated based on fixed unit pricing (as per bid) and the actual quantities of waste accepted for disposal. Actual quantities shall be determined at the conclusion of each of the two collections. **Note:** #1. **Budget** clause, above.

RFP – Collection and Disposal of Household Hazardous Waste

FILE DAY, DATE & TIME: **Tuesday, April 26, 2016**, 1:30 p.m. local time

LOCATION: Steuben County Office Building
 Purchasing Department
 3 East Pulteney Square
 Bath, New York 14810

BID PAGE 1

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awardee’s responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

<p>Part One – Fixed Cost: A guaranteed maximum fixed price for all the costs associated with the mobilization and setting up on site, site operations, and demobilization at the site. <i>Price should account for all costs associated per event.</i></p>	
EVENT # 1:	\$
EVENT # 2:	\$
<p>The Total Proposed Price Bid for “<u>Part One – Fixed Cost</u>” is: (Sum Total of Event # 1 and # 2).</p>	\$

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ **Date:** _____

Telephone No.: _____ Fax No.: _____

(R040616)

RFP – Collection and Disposal of Household Hazardous Waste

FILE DAY, DATE & TIME: **Tuesday, April 26, 2016**, 1:30 p.m. local time

LOCATION: Steuben County Office Building
 Purchasing Department
 3 East Pulteney Square
 Bath, New York 14810

BID PAGE 2

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awardee’s responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

PART TWO – Variable Costs; Household Hazardous Waste *per Event*:

The total cost for the packaging, transportation and disposal of the HHW collected during the event; using the hypothetical (estimated) quantities stated herein. With regard to each line item:

- a. The unit of measure and the price per unit are fixed values.
- b. The number of units is estimated for purposes of this proposal only. Actual number of units will be as collected on the day of the event.
- c. All line items must be bid.
- d. It shall be the proposer’s responsibility to bid each line item in accordance with the unit of measure as stated in these specifications. **Do not submit bid based on any other unit(s) of measure.**

Line Item # / Waste Type	Method of Disposal	Unit* of Measure	Fixed Price per Unit	Estimated No. of Units	Extended Line Item Price Bid
1. Oil Paints & Sealers		pound	\$	6,000	\$
2. Solvents/Flammable Liquids		gallon	\$	250	\$
3. Asbestos Roof Coat		pound	\$	1	\$
4. Targeted Aerosols		pound	\$	450	\$
5. Solid Poisons		pound	\$	400	\$
6. Liquid Poisons		pound	\$	400	\$
7. Acids		pound	\$	300	\$
8. Bases		pound	\$	600	\$
9. Oxidizers		pound	\$	150	\$
10. Hg & Hg Items		gallon	\$	10	\$
11. PCB Oil		drum (55 Gal.)	\$	1	\$
12. Oil & Water		gallon	\$	1	\$
Total Extended Line Price Bid for Event #1: (sum total of all line items #1. through #12).				\$	
Total Extended Line Price Bid for Event #2: (sum total of all line items #1. through #12).				\$	
The Total Proposed Price Bid for “Part Two - Variable Costs” is: (Sum Total of Event # 1 & # 2)				\$	

*The following applies where “pound” is indicated as the unit of measure.

Pound = All pound units are net pounds of the waste type. The net pounds equals gross pounds minus weight of the barrel and minus the vermiculite or other filler. In the case of paints and driveway sealers, the contractor is to specify whether the weight includes the containers (paint cans) or is the weight of the ingredients as a bulk.

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R040616)

RFP – Collection and Disposal of Household Hazardous Waste

FILE DAY, DATE & TIME: **Tuesday, April 26, 2016**, 1:30 p.m. local time
LOCATION: Steuben County Office Building
Purchasing Department
3 East Pulteney Square
Bath, New York 14810

BID PAGE 3

Part Three – “In Toto Project Price Bid”: RFP – Collection and Disposal of Household Hazardous Waste	
<i>In Toto Project Price Bid*</i>:	\$

*The “*In Toto Project Price Bid*” shall be the sum total of: “**Part One – Fixed Cost**” and “**Part Two – Variable Costs**”.

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ **Date:** _____

Telephone No.: _____ Fax No.: _____
(R042208)

RFP – Collection and Disposal of Household Hazardous Waste

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

(R042208)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

RFP – Collection and Disposal of Household Hazardous Waste

HOLD HARMLESS CLAUSE

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

(R041811)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

RFP – Collection and Disposal of Household Hazardous Waste

Certification Pursuant to Section 103-g of the New York State General Municipal Law

Page 1

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under 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, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

RFP – Collection and Disposal of Household Hazardous Waste

Certification Pursuant to Section 103-g of the New York State General Municipal Law
Page 2

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

(05/31/12)

_____	_____
Signature	Title
_____	_____
Company Name	Date

STATE OF _____)
COUNTY OF _____) ss:

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

_____ Notary Public

RFP – Collection and Disposal of Household Hazardous Waste

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. **Steuben County**, 3 East Pulteney Square, Bath, N.Y., 14810 **shall be named as an additional insured** (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104 (R042011)

RFP – Collection and Disposal of Household Hazardous Waste

CERTIFICATE OF NYS WORKER’S COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box “1a”:</p> <p>3c. Policy effective period: to</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box “3” insures the business referenced above in box “1a” for workers’ compensation under the New York State Workers’ Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers’ compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box “2”.

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box “3c”, whichever is earlier.***

Please Note: Upon the cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

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

Steuben County Article 9

Trash and Refuse Removal **04/01/2016**

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

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES
For use with Transfer Station Operation.

Per Hour:	07/01/2015
Indus. Truck Driver/Tractor Operator	\$ 15.87
Laborer/ non-construction	\$ 12.91
Conveyor operators and tenders	\$ 14.29
Weighers/Measurers	\$ 11.65

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

SUPPLEMENTAL BENEFITS
Per hour worked: \$ 1.70

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal **04/01/2016**

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

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per Hour:	07/01/2015
Trash, Recycling, Roll-Off and Brush Drivers	\$ 14.50
Thrower Helper	10.50

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

SUPPLEMENTAL BENEFITS
\$ 6.57*

* Applies the 1st of the month after 30 days of service.

Vacation pay:

After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

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

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

10-317

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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