

WESTCHESTER COUNTY HEALTH CARE CORPORATION



**Westchester**  
MEDICAL CENTER

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# **BID SPECIFICATIONS**

CONTRACT NO. CMC-8986

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SOLID WASTE REMOVAL & DISPOSAL  
SERVICES AT  
THE UNIVERSITY HOSPITAL BUILDING OF  
WESTCHESTER MEDICAL CENTER

**BID OPENING: OCTOBER 6, 2011**

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NOTICE TO CONTRACTORS

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**Westchester County Health Care Corporation**

**SOLICITATION FOR BIDS  
FOR CONTRACT NO. CMC-8986  
TO PROVIDE SOLID WASTE REMOVAL &  
DISPOSAL SERVICES AT THE UNIVERSITY HOSPITAL  
BUILDING OF WESTCHESTER MEDICAL CENTER**

**VALHALLA CAMPUS, VALHALLA, NEW YORK**

ADVERTISED ON: AUGUST 22, 2011

SEALED BIDS TO PROVIDE SOLID WASTE REMOVAL AND DISPOSAL SERVICES AT THE UNIVERSITY HOSPITAL BUILDING, WESTCHESTER MEDICAL CENTER, will be received and accepted by the Westchester County Health Care Corporation (the "Corporation"), Legal Department, 2nd Floor, TCC Executive Offices Valhalla, New York 10595 until **2:00 p.m., Thursday, October 6, 2011**, and immediately thereafter, the bids will be publicly opened and read aloud in the Legal Department Conference Room.

**The Designated Contact for these Bid Specifications is: Damon deChamplain, Vice President Support Services. All requests for information must be made in writing and should be sent via e-mail (preferably) to [dechamplaind@wcmc.com](mailto:dechamplaind@wcmc.com) or if faxed to (914) 493-5977. Please be advised that only the Designated Contact may discuss these specifications with potential or prospective Bidders.**

The Corporation reserves the right to waive any informality in the bids, or to reject any and all bids. No Bidder may withdraw their bid within 45 days after the date of the bid opening.

It is the Corporation's policy to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation.

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**SECTION I: INFORMATION FOR BIDDERS**

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**A. INSTRUCTIONS FOR RESPONDING TO THIS INVITATION FOR BIDS**

1. Prospective bidders should read this entire document.
2. The Bidder must complete all sections of this bid and sign where indicated. All Bidders must quote prices for the services being requested in the places and formats indicated. Failure to properly fill out the sections of this document may lead to rejection of your company's bid.
3. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein.
4. COMPLETED BIDS SHOULD BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW AND MUST CLEARLY INDICATE THE CONTRACT NUMBER AND DUE DATE SET FORTH ON THIS BID SPECIFICATION ON THE OUTSIDE OF THE ENVELOPE.
5. **NO** Bidders' conference or walkthrough inspection of the Corporation's campus will be held for this Contract. However, Bidders may, at their discretion and convenience, visit the site prior to submission of the Bid to the Corporation.
6. All completed bids must be received and accepted by the Corporation's Legal Department, in the Taylor Pavilion Executive Office's, 2nd Floor, Valhalla Campus, Valhalla, New York, 10595 prior to **2:00 p.m.** on the prescribed bid date. The Corporation is not responsible for any internal or external delivery delays that may cause the subject bid to arrive beyond 2:00 p.m. on the prescribed date, in the prescribed location. **No late or verbal bids shall be accepted.**
7. Pursuant to State Finance Law §§ 139-j and 139-k, this Bid Specifications includes and imposes certain restrictions on the communications between the Corporation and Bidders during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to let a contract through final award and approval of the contract by the Corporation (the "Restricted Period") to other than designated staff (the "Designated Contact(s)") unless it is a contact that is included among certain statutory exception set forth in State Finance Law §139j(3)(a). The Designated Contact for this these Bid Specifications, as of the date of this Bid Specification, are identified on the in the Notice to Contractors and below in these Instructions. Exceptions to the restrictions on communications during the Restricted Period are made for certain "Permissible Contacts" as defined in New York State Finance Law §139j(3)(a). Permissible Contacts include:
  - (i) submission of written proposals;
  - (ii) submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested Bidders;
  - (iii) written complaints by a Bidder to the Corporation's General Counsel regarding the failure of Corporation staff to comply timely with the provisions of the Law;
  - (iv) participation in a bid conference or interviews;
  - (v) negotiations subsequent to tentative award;
  - (vi) review and debriefings of procurement awards; and
  - (vii) communications during bid complaints, protests or appeals.
8. Employees of the Corporation are required to record certain information when contacted during the restricted period. A review of whether such contacts were Permissible Contacts will be considered in connection with any determination of responsibility of the Bidder. Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may

result in the rejection of the contract award or if such contract has been executed, then the immediate termination of the contract. Further, multiple violations within a four (4) year period, may result in debarment of the Bidder from proposing on or obtaining governmental procurement contracts in the State of New York.

9. **The Designated Contact for these Bid Specifications is: Damon deChamplain, Vice President Support Services. All requests for information must be made in writing and should be sent via e-mail (preferably) to [dechamplaind@wcmc.com](mailto:dechamplaind@wcmc.com) or if faxed to (914) 493-5977.**

#### **B. CONTRACTOR QUALIFICATIONS & BID SUBMISSION**

10. Bidders must be able to demonstrate that it has performed waste collection, carting and disposal services at no fewer than four (4) other institutions within the last five (5) years. Further, each Bidder shall prove and demonstrate to the Corporation's satisfaction that each Bidder is able to perform all the waste collection, carting and disposal services described in these Bid Specifications as scheduled without interruption, delays or causing any hardship to the Corporation that may interfere with the operation of WMC. Each Bidder shall list the names, contact persons, addresses, telephone numbers, and years of service and brief description of the services for each of its clients in this category in Section IV of these Bid Specifications.
11. Each Bidder must be able to demonstrate that it has a minimum of five (5) years experience in waste collection and disposal services. Proposals are solicited only from thoroughly competent, experienced and financially qualified solid waste materials, collection, removal, disposal, carting, and container service firms, as determined solely by the Corporation.
12. Each Bidder shall provide competent and experienced personnel to supervise the collection and disposal services during the Term of the Agreement.
13. Each Bidder shall submit with its Bid, the proposed sanitary landfill or other type of disposal site each Bidder intends to utilize for disposal of the solid waste covered under the Agreement. In addition, each Bidder shall provide the disposal site's current tipping fees with its Bid. Each Bidder shall also submit a contingency plan including the provision of an alternate disposal site in case the first proposed site is not approved by the Corporation or in the event the approved disposal site is closed at a later date.
14. Each Bidder must currently perform waste collection and disposal services of other solid wastes in a close proximity to the Corporation's campus on all scheduled dates listed in this Bid Specification. Each Bidder shall attach evidence of such experience to its Bid.
15. Each Bidder shall attach to its Bid an organizational chart identifying all managerial staff to be involved in servicing the Corporation both directly and indirectly.
16. Each Bidder shall provide resumes of its key management personnel to be assigned to the Corporation facilities for the services to be performed and attach them to its Bid.
17. Each Bidder shall be a licensed company able to do business in New York State providing waste collection and disposal services.
18. Each Bidder shall possess a valid "refuse collection permit," issued by the Westchester County Department of Health, and shall attach it to its Bid.
19. Each Bidder shall provide its 2010 Annual Report and all 2011 Quarterly Reports with its Bid.
20. Bids that do not comply with the above requirements and include the following components will be rejected:
  - a. A completed Bidder's Information Form.
  - b. A completed Bidder's Questionnaire with necessary attachments.

- c. An accurate and complete Bid Form C listing unit prices for the purpose of determining the lowest bid.
  - d. A signed original of the Bid Form F: Bidder's Non-Collusive Bidding Certificate.
  - e. Signed originals of Bid Forms E-1 and E-2.. The Affirmation must be completed and signed by a corporate officer or Principal of the Bidder.
  - f. Completed Bid Forms F, G and H.
21. The Corporation reserves the right to reject any or all bids or any portion thereof. The Corporation in its sole discretion shall determine whether any irregularities contained in any bid are minor in nature and susceptible of being waived or whether it is in the best interest of the Corporation to insist on strict compliance with the requirements of these Bid Specifications.
22. After the opening of Bid and when directed by the Corporation, Bidders shall submit additional information as the Corporation may require concerning its financial conditions, present and proposed plant and equipment, the personnel and qualifications of its working organization, prior experience and performance record, and any other data indicating its ability to perform the services satisfactorily.
23. The Corporation reserves the right to reject any bid if the evidence submitted by, or investigation of, Bidder fails to satisfy the Corporation that such Bidder is responsible and properly qualified to carry out the obligation of the contract and to complete the Services contemplated therein.
24. The Corporation reserves the right to reject any Bid if the evidence submitted by, or investigation in accordance with New York State Labor Law Section 222 of, Bidder fails to satisfy the Corporation that such Bidder is able to perform and properly qualified to carry out the obligation of the contract and to complete the services contemplated therein.
25. No Bidder may request to withdraw its Bid within forty-five (45) days after the Bid Due date unless the Bidder provides documentation of an arithmetic error or other mistake in the Bid tabulation.
26. Submission of a Bid in response to these Bid Specifications shall constitute acceptance of all terms, conditions, and prices contained herein and the terms and conditions of this these Bid Specifications shall become part of the agreement between the successful Bidder and the Corporation.

**C. CONTRACT AWARD**

27. The contract will be awarded, if at all, to the Bidder with lowest possible price as determined by the Corporation, according to applicable law and the provisions of the contract.
28. In determining whether the Bidder is responsible, financial responsibility shall not be the sole consideration. The Corporation is concerned with (a) the proven and probable ability of the Bidder and any subcontractor to satisfactorily perform the contract so that the services will be properly performed in accordance with the contract and, (b) the proven and probable ability of the Bidder to work cooperatively and satisfactorily with the Corporation and other contractors, if any.
- a. The Corporation shall also consider:
    - i. The financial and organizational capacity of the Bidder and subcontractors in relation to the magnitude of the services to be performed;
    - ii. The record of performance of the Bidder or subcontractors on previous work;
    - iii. The record of performance of the Bidder or subcontractors in complying with existing labor standards and maintaining harmonious labor relations;
    - iv. The commitment of the Bidder to work with minority and women's owned business enterprises pursuant to Article 15-A of the Executive Law of New York through joint ventures through subcontractor relationships.

29. All awarded contracts must be properly signed and executed prior to payment for any services performed. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document.
30. Contractors whose performance (including delivery, customer service, etc.) has been documented to be unacceptable will be removed from the Bidders' list for all future business. In addition, a contract award in connection with these Bid Specifications or the subsequent Agreement may be canceled at any time for lack of Contractor performance.
31. All awarded Agreements must be properly signed and executed prior to payment for any services performed. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document.
32. The terms and conditions of these Bid Specifications shall become part of the Agreement between the successful Bidder and the Corporation.

**D. Miscellaneous**

33. The successful Bidder shall provide for all of its ancillary office equipment to be used in connection with the Services to the Corporation. This shall include but shall not be limited to telephone, facsimiles, computer systems and copiers. Further, each Bidder shall be responsible for all the cost associated with telephones calls, beepers, radios, office equipment and all its necessary supplies (*e.g.*, toner, equipment repair, and paper) required for providing the services to the Corporation.
34. No special parking is provided by the Corporation to a successful Bidder or its staff and employees. However, subject to availability, contractor's staff and employees may be permitted to utilize Corporation parking facilities at the Corporation's non-employee rates. If the Corporation determines that a contractor's employees or agents are (i) parking illegally (*i.e.*, parking without paying) in the Corporation's parking facilities and (ii) such illegal parking has taken place with the knowledge and acquiescence of the contractor or any of its key management staff ("Willful Violation"), then, in that event the Corporation, may deduct the estimated amount of any lost parking revenue from any amounts due or to become due to the contractor. The Agreement may be terminated for a second or subsequent Willful Violations of the Corporation's parking policies.
35. The successful Bidder will be required to pay laborers, workers or mechanics employed in the performance of the services described hereunder not less than the wages and wage supplements prevailing in the Westchester area in accordance with Article 8 of the New York State Labor Law.

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## SECTION II: GENERAL CLAUSES

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### A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT

1. The successful Bidder (the "Contractor") will be required to execute an agreement awarded from this Bid Specification (the "Agreement") in substantially the form as herein described.
2. The term of the Agreement shall commence on November 19, 2011 and terminate on November 18, 2012 (the "**Initial Term**") and shall automatically renew for four (4) additional one (1) year terms (each a "**Subsequent Term**") unless sooner terminated as provided therein. The Initial Term and each Subsequent Term herein may be referred to as a "**Term.**" \*
3. The Agreement may be terminated by the Corporation upon thirty (30) days notice, if the Corporation, in its sole discretion, deems such termination to be in its best interest. In such event, the Contractor shall be compensated and the Corporation shall be liable only for payment for services already rendered under the Agreement prior to the effective date of termination. Notice thereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
4. The Agreement may be terminated by the Corporation in the event that the Contractor breaches any of the terms of the Agreement and such breach remains uncured for ten (10) days after service of written notice to the Contractor. Notice thereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
5. This bid and subsequent Agreement shall override any previous agreements for these services, except as otherwise provided herein.

### B. RATES, QUOTES, PRICES & PAYMENT

6. The Contractor shall be compensated for Services, as defined in Section III of these Specifications, actually rendered on a Unit Price per TON basis.
7. The Unit Prices quoted on the Bid Form, if accepted, shall be considered guaranteed and un-adjustable rates for the term of the Agreement, regardless of the amount of services actually used or purchased, and shall include, the cost of all labor, supervision, vehicles, equipment, tools, and all incidents necessary for the proper and competent provision of the Services to the Corporation under the Agreement. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of services given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any claims to lost or anticipated profits based on the Corporation's failure to use any of the services up to the full amount estimated in the Bid Form. Further, the Contractor hereby disavows and waives any claims, including without limitation, claims for direct, indirect, consequential, or special damage or lost or anticipated profits based on the Corporation's failure to utilize the Contractor's services.
8. **The Contractor is responsible for all tipping, disposal, and other fees incurred at approved disposal sites for the disposal of waste under the Agreement. The Contractor is also responsible for providing and maintaining new equipment necessary to perform the Services at the University Hospital site. All fees related to the disposal of waste and all costs related to the provision and maintenance of new equipment shall be considered in the Contractor's calculation of, and appropriately incorporated in, the Unit Prices submitted by Contractor on Bid Form C for the Services described in Section III of these Specifications.**
9. The Corporation is NOT subject to any federal, state or local taxes. Do **NOT** include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon written request to the Corporation's Contracts Department.

10. The Contractor will bill the Corporation monthly, for an amount based on the Unit Price multiplied by the actual tonnage properly disposed during the previous month. The Contractor shall provide the Corporation with the monthly invoice, the daily original weight scale tickets received from the approved disposal site after disposing the solid waste generated by the Corporation. The daily original weight scale tickets shall be used as the measurement and accounting for the actual weight of solid waste in tonnage. The weight scale ticket shall include the date and time of disposal, contractor's name, truck number/roll off container, source of the solid waste and the net weight of the load in tons (or portions thereof). In no event will payment be made to the Contractor without the submission of the original weight scale tickets from the approved disposal site containing the foregoing information to an authorized Corporation Representative.
11. The Contractor's sole compensation for the Services, as described in Section III hereof, provided by or through the Contractor under the Agreement shall be the amount paid based on the Unit Price multiplied by the actual tonnage properly disposed. The Contractor shall not be paid or reimbursed any amounts, in addition to the Unit Price times the actual tonnage properly disposed, for expenses incurred in connection with the Services provided by or through the Contractor under the Agreement. The Unit Prices are intended to include the cost of statutory insurance, including workers' compensation and disability; statutory taxes, but only to the extent same are legally required to be paid by the employer pursuant to applicable law; employee benefits, including health insurance, life insurance and retirement benefits; sick leave, vacation, and holiday pay; recruitment and training expenses including wages paid to employees during training; general and administrative overhead; legal, accounting and insurance expenses, operating costs, all equipment, machinery, materials, supplies, disbursements and all out of pocket expenses; and Contractor profit.
12. Payment terms for the services rendered under the Agreement shall be monthly upon ninety (90) days from receipt of invoice with all original weight scale tickets to an authorized Corporation representative. No other interpretation will be accepted. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the contract number. The Corporation shall have the right to audit such books and records of the Contractor reasonably pertinent to the subsequent Agreement at any time during the Term of the Agreement or within eighteen months following termination of such Agreement.
13. Non-performance of any and all Services specified in this Specification shall not be tolerated. If for any reason, non performance does occur at the negligence of the Contractor, the Corporation shall have the right to use another contractor for the performance of the Services (cover) and deduct all actual costs (actual plus 25%) from monies due or to be due to the Contractor.
14. The Unit Prices may be increased annually by the percentage, if any, that the cost of living index in the month of September of the current contract year has increased over the cost of living index in the month of April of the preceding contract year. In no event, however, shall the increase in the amount payable by the Corporation for the services rendered under the Agreement exceed three percent (3%) per year. In the event the Consumer Price Index decreases during any term of the Agreement, the amount payable by the Corporation shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first year of the Agreement (*i.e.*, November 19, 2011 - November 18, 2012). For the purposes of this paragraph 11, the Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York, New York - Northern New Jersey - Long Island Area, all items (1982 - 1984 = 100).

**C. PERFORMANCE, PAYMENT AND OTHER BONDS**

15. The Contractor shall furnish performance and payment Bonds, each in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance and payment of



all Contractor's obligation under the Agreement, including the payment of all performing labor or furnishing supplies in connection therewith. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by applicable laws and regulations or by the Agreement. The Contractor shall furnish other such Bonds required as may be required by the Agreement.

16. All Bonds shall be in the form prescribed by the Agreement except as provided otherwise by applicable laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
17. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of New York or it ceases to meet the requirements of paragraph 16, above, Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of Paragraphs 15 and 16.
18. All Bonds and insurance required by the Agreement to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of New York to issue Bonds or insurance policies for the limits and coverages so required.

**D. INDEMNIFICATION**

19. The Contractor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Corporation, the Contractor shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform under the Agreement by the Contractor or third parties under the direction or control of the Contractor.

**E. INSURANCE REQUIREMENTS**

20. (a) Prior to commencing work, the Contractor shall obtain at its sole cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation. The policies or certificates for such insurance shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the General Counsel of the Corporation by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Corporation, the Contractor shall, upon notice to that effect from the Corporation, promptly obtain a new policy and submit the policy or a certificate to the Office of General Counsel of the Corporation for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Corporation, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out or maintain such insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Corporation.

- (b) The Contractor shall provide proof of the following coverage:

i. **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York." (Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes from C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker's Compensation Board, Information Unit for investigation and report.) If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

ii. **Employer's Liability** with minimum limit of \$100,000.

iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l.), naming the Corporation as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

1. Premises - Operations.
2. Broad Form Contractual.
3. Independent Contractor and Sub-Contractor.
4. Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

iv. **Fidelity Bond:** The Contractor shall submit evidence in the form of a notarized certificate issued by an acceptable bonding company that Contractor's staff are bonded under a Fidelity Bond and/or a 3-D Insurance Policy (covering Dishonesty, Disappearance, and Destruction).

v. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$ 100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage following coverages:

1. Owned automobiles.
2. Hired automobiles.
3. Non-owned automobiles.

(c) All policies and certificates of insurance of the Contractor shall contain the following clauses:

- i. Insurers shall have no right to recovery or subrogation against the Corporation (including its directors, officers, employees, and subsidiaries), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- ii. The clause “other insurance provisions” in a policy in which the Corporation is named as an insured shall not apply to the Corporation.
- iii. The insurance companies issuing the policy or policies shall have no recourse against the Corporation for payment of any premiums or for assessments under any form of policy.
- iv. Any and all deductibles in the above described insurance policies shall be assumed by, be for the account of, and at the sole risk of, the Contractor.

**F. LAWS AND REGULATIONS**

21. The Contractor expressly agrees that:

- (a) the Contractor shall comply, at its sole cost and expense, with the provisions of all applicable federal, state or local laws, ordinances, regulations or rules and any amendments or additions thereto, including without limitation, the New York State Labor Law, Worker’s Compensation Law, applicable sanitary codes, laws and regulations regarding confidentiality of patient records and information including the prohibition on disclosure of confidential HIV related information. Further, the Contractor agrees that all work, apparatus, equipment, tools, supplies, chemicals, training, and methods used in the performances of the Services under the Agreement shall conform to all laws, regulations, standards, and requirements, including, but not limited to, those issued or promulgated by the Occupational Safety and Health Administration, United States Environmental Protection Agency, Center for Disease Control, Joint Commission on Accreditation of Healthcare Organizations, American Hospital Association, New York State Department of Environmental Conservation, New York State Environmental Conservation, New York State Department of Health, the Corporation, , and Westchester County Department of Health.

- (b) Contractor shall procure and maintain in full force and effect during the Term of the Agreement all required permits, licenses and approvals from all applicable governmental authorities.
  - (c) for any work or Services subject to the requirements of Articles 9 of the New York State Labor Law, Building Service Employees, as defined therein, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the Agreement shall be paid the prevailing wage rates and provided supplements (including, but not limited to, health, welfare, non occupational disability, retirement vacation benefits, holiday pay, life insurance and apprenticeship training) as required by the New York State Labor Law.
  - (d) pursuant to the provisions of subparagraph (I) of Section (V)(1) if the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, the Contractor shall, until the expiration of four (4) years after furnishing Services under the Agreement, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representative, the Agreement, invoices for services rendered, and supporting documents and records as may be necessary to verify the nature and costs of the Agreement;
  - (e) if the Contractor carries out any of the duties under the Agreement through a subcontract having a value or cost of \$10,000.00 or more over a twelve month period, such subcontract shall contain a clause to the effect that, until expiration of four (4) years after furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States or any of their duly authorized representatives, copies of the subcontract necessary to verify the nature and extent of the cost of such subcontract;
  - (f) Corporation is a New York State Best Available Retrofit Technology (“BART”) regulated entity. To the extent required by law, Contractor shall comply with NYS Department of Environmental Conservation regulations mandating the use of ultra low sulfur diesel fuel by, and the retrofitting of, heavy duty diesel engine vehicles having a gross weight of more than 8,500 pounds (Parts 248 and 249 of Title 6 of the NYCRR). Contractor shall provide Corporation with information necessary to comply with NYS DEC mandatory reporting rules concerning Corporation and Contractor’s compliance with said regulations.
22. The Contractor shall instruct and provide its employees with written procedures for safety and protection concerning the nature of toxic substances, which they may encounter in the course of providing services under the Agreement, in accordance with OSHA and Article 28 of the New York State Labor Law.

**G. INDEPENDENT CONTRACTOR**

23. The Contractor’s relationship to the Corporation shall, at all times, be that of an independent contractor. Nothing contained in the Agreement is intended to nor shall it be construed to render either party an employee, servant, agent, partner or co-venturer of the other. Each party shall be liable for its own debts, obligations, acts and omissions. The Contractor remains solely responsible for the payment of all required withholding, Social Security and other taxes or benefits for its employees or any third persons working on its behalf. Further, the Corporation shall not be regarded as a party to any collective

bargaining agreement or agreements to which the Contractor either has or will enter into with any type of collective bargaining unions.

**H. MATERIALS & WORKMANSHIP**

24. All Services performed and equipment supplied shall comply in all respects with applicable federal, state and local laws, rules, orders and regulations and shall be carried out by the Contractor in a thoroughly workmanlike manner and shall in all respects be in accordance with current industry standards and accepted trade practices. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the services required under the Agreement. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.
25. The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees performing services and Corporation personnel, and shall comply with all applicable provisions of the federal, state and local laws. Further, the Contractor shall during the performance of the Services described in these Specifications, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to the performance of such Services.

**I. WAIVER**

26. No waiver by either party of any condition or of the breach by the other party of any term or covenant contained in the Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in the Agreement. Moreover, the failure of either party to exercise any right under the Agreement shall not bar the later exercise thereof.

**J. MARKETING**

27. The Contractor agrees that it will not use the Corporation name, trademark, service mark, tag line or other designator of the Corporation for any purpose within the market place unless the use of each item is specifically approved by the Corporation.

**K. GOVERNING LAW**

28. This Bid Specification and the Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws principles. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under the Agreement.

**L. HEADINGS**

29. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Bid Specification and/or the Agreement.

**M. INVALIDITY OF PROVISIONS**

30. If any provision of this Bid Specification and/or Agreement or the application of any provision hereof to any person or circumstance is held invalid or determined to be unlawful or contrary to public policy, the term of the Agreement and the application of such provision to the persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of the Agreement.

**N. NON DISCRIMINATION**

31. (a) In performing its obligations under the Agreement, the Contractor, or any person working on the Contractor's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.
- (b) In addition, for any work or services subject to the requirement of Article 9 of the New York State Labor Law, the Contractor expressly agrees:
- i. that in the hiring of employees for the performance of work under the Agreement or any subcontract or agreement thereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, age, sex, disability or marital status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
  - ii. that no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, color, national origin, sex or disability;
  - iii. that there may be deducted from the amount payable to the Contractor by the Corporation under the Agreement a penalty of FIFTY DOLLARS (\$50.00) for each person for each 7calendar day during which such person was discriminated against or intimidated in violation of the provision hereof;
  - iv. that the Agreement may be canceled or terminated by the Corporation, and all monies due or to become due thereunder may be forfeited, for a second or any subsequent violation of this paragraph.

**O. MINORITY PARTICIPATION**

32. It is the Corporation's policy to use its best efforts to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation and develop a policy to efficiently and effectively monitor such participation.

**P. SEXUAL HARASSMENT POLICY**

33. (a) It is the policy of the Corporation to prohibit sex discrimination, including sexual harassment of its employees in any form. The Corporation will take all steps necessary to prevent and stop this occurrence of sexual harassment in the workplace.
- i. This policy applies to all Corporation employees and all personnel in a contractual relationship with the Corporation. This policy shall apply to the conduct of non-Corporation employees in the Corporation workplace.
  - ii. This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- (b) Sexual advances that are not welcome, request for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
- i. Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - ii. Submission to or rejection of such conduct by an individual is used as the basis of employment decisions, such as promotions, transfer, or termination, affecting such individual; or
  - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

**Q. PROPERTY DAMAGES**

34. When or where any direct or indirect damage or injury is done to Corporation property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the Services, such property shall be restored by the Contractor at his expense, to a condition equal to that existing before such damage or injury was done or he shall make good such damage or injury in such other manner as may be acceptable to the Corporation.
35. The Contractor shall assume full responsibility for the equipment employed in the execution of the Services under the Agreement and agrees to make no claims against the Corporation for damages to such equipment from any cause whatsoever.
36. All property of the Contractor or its employees or agents brought, kept, used or left on Corporation premises shall be at the sole risk of the Contractor, its employees or agents, and the Contractor shall be responsible for all loss or damage to its equipment and property.
37. In the event of damage to Corporation property by the Contractor, the Corporation reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor. The Corporation shall provide written notice of any damage requiring repair and Contractor shall assume responsibility for the repairs.

**R. ASSIGNMENT**

38. The award or the Agreement shall not be assigned in whole or in part, nor may any obligation thereunder be subcontracted by the Contractor without the prior written consent of the Corporation. Any such assignment or subcontract shall not relieve the Contractor of its obligations therein.



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## SECTION III: GENERAL INFORMATION & SPECIFICATIONS

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### A. GENERAL INFORMATION

1. Westchester County Health Care Corporation is a public benefit corporation of the State of New York., operator of Westchester Medical Center (“WMC”) is located within on approximately one hundred ten (110) acre campus in Valhalla, New York. (Map of WMC campus is attached as Appendix I) WMC is a regional tertiary level academic medical center, composed of four main facilities, which include the Westchester Medical Center University Hospital, the Maria Fareri Children’s Hospital, the Behavioral Health Center at Westchester, the Westchester Institute for Human Development, and the Taylor Pavilion.
2. Currently, the University Hospital produces approximately two thousand thirty five (2,035) tons of waste (hereinafter defined) per year. The foregoing waste approximation is an estimate for general informational purposes and is provided only for the purposes of calculating the lowest bid. The Contractor shall provide two in-place 35-40 cubic yard capacity steel enclosed roll-off compaction container boxes, equipped with appropriate door /hatch and with steel rollers under each corner of the box (“the Compaction Container”) at the Loading Dock of the University Hospital Building (the “Designated Location”) in providing the services (hereinafter defined) at the University Hospital Building. The Contractor shall also provide an appropriate compactor unit for compaction of waste into the 35-40 cubic yard container box (the “Compaction Unit”).

### B. SPECIFICATIONS - SCOPE OF SERVICES

3. The Contractor shall provide the Corporation with the solid waste collection, carting, disposal, and related maintenance services described in this Section III at the University Hospital Building at WMC (the “Services”). The solid waste produced at the University Hospital Building consists of all compacted common normal and domestic type solid waste. The Services specified herein shall be properly performed by skilled mechanics and workmen who are directly employed and supervised by the Contractor during the term of the Agreement. The Contractor shall properly perform all Services in accordance with good and appropriate trade practices of the solid waste management industry and to comply with all State, County and local laws, health codes, and other regulations governing proper solid waste, pick-up, removal, carting, transportation, and disposal. The Services shall include, but not be limited to, the following:
4. Compactor/Container: The Contractor shall furnish to the Corporation in-place Compaction Containers and a Compaction Unit at the Designated Location on a rental basis. All containers delivered to and maintained at the site shall have been previously emptied, inspected, cleaned and sanitized and be in an approved clean and sanitary condition at the beginning of each contract year or as directed by the Corporation. The Compaction Containers and Compaction Unit shall be maintained during the Term of the Agreement as described in these Bid Specifications to accommodate the amounts of solid waste generated at the University Hospital Building and produce the best possible performance of the Services.
5. Switching: The in-place Compaction Containers shall be utilized as a “switch boxes.” To ensure continual container availability for the Corporation’s use at all times, on every scheduled pick up day the Contractor shall exchange the Corporation’s empty Compaction Container with the Compaction Container that has been loaded with waste removed from the University Hospital Building. . The Contractor shall properly pick-up and switch the Compaction Container from its Designated Location at the specified time (which shall be no later than 6 am) each pick-up day, unless otherwise directed by an authorized Corporation representative.

6. Scheduled Pick-up/Switching: The Contractor shall perform the “switching” of Compaction Containers at the University Hospital Building between 5:00 a.m. and 6:00 a.m., each day Monday through, and including, Saturday. The failure of the Contractor to perform the Services and/or switching on any scheduled pick-up day shall not be a material breach of the Agreement and shall be grounds for termination of the Agreement by Corporation.
7. Sanitary Conditions at the Compaction Container and Designated Location: The Services shall be performed in an efficient and sanitary manner. Further, during the term of the Agreement, the Contractor shall maintain the Compaction Container, Compactor Unit, and Designated Location in a neat, clean, and sanitary condition and shall ensure that after performing the Services on each pick up day the Compaction Container, Compactor Unit, and Designated Location are left in an orderly and sanitary state. All leaking or spilling of garbage, debris, trash, or other solid waste by the Contractor during the waste compaction and removal operations shall be immediately cleaned up to prevent unsanitary and/or unsightly conditions. This also includes the liquid spillage and drippings from any vehicle used by Contractor to provide, the Compactor Unit, the Compaction Containers and during all pick-up operations at the Designated Location and anywhere on the Corporation’s premises. The Corporation shall not provide any assistance to the Contractor in cleaning such leakage or spillage. If the Corporation cleans up such conditions, the Contractor will be charged for such all costs incurred by the Corporation.
8. Carting of Compaction Container: The Contractor shall ascertain that each roll-off container is securely in place and tied down while the truck is operating on and/or remains on the Corporation property and while the truck is in transit on public roadways, in order to prevent any spillage. The Contractor shall ascertain that any and all drain valve/plugs on his collection trucks be securely closed and shut while the truck is operating on Corporation property and while in transit on public roadways; in order to prevent spillage the Contractor shall be solely responsible for any spillage and shall required to clean up the same.
9. Vehicles/Equipment: The Contractor shall furnish all vehicles, equipment including but not limited to the Compaction Containers, Compactor Unit and any other hydraulic compaction equipment used in providing Services to the Corporation’s University Hospital Building. All Contractor’s vehicles utilized for the Services under the Agreement shall not exceed the gross loads limits prescribed by the New York State Highway Law over all highways and road of access to, within and at all Designated Location and disposal sites nor exceed the legal and or posted limit in tons for any bridge or other type of structure at any time during the term of the Agreement. All Contractor’s hauling vehicles must be properly inspected in conformance with the State of New York requirements. Further, the Contractor shall plan for and provide for a collection truck and a back-up or stand-by vehicle to be utilized for any emergency use, if required, such as when the regularly scheduled collection trucks experience any mechanical or equipment failures or if additional and/or emergency pick ups are required due to any unusual circumstances that may occur during the Term of the Agreement that prevent or impede the use of regularly scheduled trucks. In addition, the Contractor shall provide such manpower and means to complete the Services to the Corporation within the hours and days specified in this Bid Specification.
10. Equipment Inspections, Maintenance and Repair
  - a. The Contractor shall properly maintain all equipment utilized in the provision of Services including but not limited to the all vehicles, the Compactor Unit and any other hydraulic compaction equipment, the Compaction Containers, and their lids or doors, and any other equipment used on Customer’s premises to perform the Services (the “Equipment”) in a neat, clean, and sanitary manner, and in like new and best operating condition at all times throughout the Term of the Agreement. The Contractor shall not charge the Corporation separate maintenance fees for the activities described in this subsection 10. The cost of maintenance shall be incorporated in the per ton unit price submitted in the Price Proposal on Bid Form C.
  - b. The Contractor shall provide on a regular basis all maintenance services, repairs or replacements, as required, to the Equipment furnished to the Corporation during the Term of the Agreement, at no additional cost to the Corporation. Maintenance services include but are not limited to any cleaning,

welding, repainting, maintenance (include change of hydraulic fluids), service, parts, repairs, replacement and all other work required to keep the Equipment in best operating condition at all times throughout the Term of the Agreement . All specified maintenance and/or repair work to be performed under the Agreement on the Equipment shall be performed by properly skilled mechanics and workmen who are directly employed and supervised by the Contractor during the Term of the Agreement.

- c. During the Term of the Agreement, an authorized Corporation representative, the Contractor's drivers and/or other employees shall on a regular basis inspect the Equipment at the Designated Location to determine the condition of each item of Equipment and whether they are in need of maintenance, repair or replacement services.
  - d. The Contractor shall take notice of any damages, imminent failures, improper performance or any need of repairs to the Equipment and shall immediately notify the Corporation of any Equipment the Contractor finds to be deficient, damaged, unserviceable, or in need of maintenance, repairs or replacement. Contractor shall make all necessary Equipment maintenance, repair or replacements immediately thereafter in accordance with the terms of the Agreement. All repairs, parts, replacements, maintenance services, and all other required work to the Equipment during the Term shall be the sole responsibility of Contractor and shall be performed by the Contractor at its expense.
  - e. Within 24 hours notice by an authorized representative of the Corporation that an item of Equipment is either (i) not in good working condition or (ii) no longer operating due to equipment failure, the Contractor shall perform all maintenance services necessary to restore the Equipment to good working condition or, in the alternative, replace the Equipment.
  - f. In the event the Contractor fails to properly maintain any of the Equipment, the Corporation shall be entitled to cover Contractor's failure to perform by renting other equipment and, if necessary, purchasing minor equipment accessories. The costs incurred by Corporation shall be charged to the Contractor at the actual cost, plus 20% overhead and may be set-off against monies due or to become due to the Contractor.
  - g. All regularly specified inspection, maintenance, service, repairs and all other work under the scope of the Agreement shall be performed by the Contractor during the regular working hours and on the regular working days of the concerned trades and on weekdays only, unless otherwise directed and approved by an authorized Corporation Representative.
  - h. The Compaction Containers and the Compactor Unit furnished by the Contractor to perform the Services shall be maintained on-site at the Designated Location. The Contractor's trucks shall be maintained off-site.
11. **Contractor personnel:** The Contractor shall provide sufficient number of service personnel to properly and competently perform all labor as required for all Services to be performed under the Agreement. Further, all service personnel utilized shall be working employees ready, willing and able to competently provide the Services. In the event of the overfilling of the Compaction Container, the spilling over of waste, or the placement of waste in the Designated Location outside of the Compaction Container, the Contractor shall provide all such Contractor personnel, as necessary, to perform the Services and complete the removal of waste as specified hereunder and Corporation shall compensate Contractor the unit price per ton submitted in the Price Proposal on Bid Form C for such removal. The Contractor shall provide such manpower and means as are necessary to complete all Services within the scheduled time limits each work day. All drivers employed by the Contractor in providing Services to the Corporation under the Agreement shall have in possession a valid operating license issued by the New York State Department of Motor Vehicles for the type vehicle operated by such driver.

12. Emergency and/or Additional Container Pick-ups: Upon the prior direction and written approval of an authorized Corporation representative, the Contractor shall provide for any emergency and/or additional container pick-up Services of solid waste from the University Hospital Building. The Contractor shall be paid for any and all approved emergency and/or additional container pick-up Services at the unit price per ton submitted in the Price Proposal on Bid Form C. This Section shall also apply to any required special, extraordinary and/or out of the ordinary pickups at the Corporation's University Hospital Building. Such special, extraordinary or out of the ordinary pick-ups shall not include new scheduled pick-ups but shall include infrequent Services as required and directed and approved by an authorized representative of the Corporation.
13. Daily Log/Reports:
  - a. Contractor shall prepare a Contractor's Daily Attendance Log Sheet for each scheduled pick-up day that verifies the date and times of arrival and departure of all Contractor's employees from Corporation's premises and any other pertinent information requested by Corporation. The Contractor shall ensure that prior to providing Services to the Corporation, each of Contractor's personnel signs the attendance log sheet including their name, the date, and the time in the Service. The Contractor's employees shall be obligated to show proper identification upon request by an authorized representative of the Corporation. The Contractor shall be responsible for maintaining the Contractor's Daily Attendance Log Sheet. The Contractor shall also prepare and maintain a daily log, general in nature, of all work performed.
  - b. Prior to the start of the Services, the Contractor shall submit for the Corporation's approval, sample format copies of all reports, records, and logs to be utilized under the Agreement including those described in this subsection 13. At the beginning of each calendar month following commencement of the Services, the Contractor shall submit to an authorized Corporation representative, copies of all reports, records and logs prepared by the Contractor during the preceding month. All reports, records, and logs concerning the provision of Services under the Agreement shall be available for the Corporation's inspection upon request.
14. Corporation Inspections: The Corporation reserves the right to check the Contractor's collection truck and inspect containers and to insure that all Services are properly performed as specified herein and under the terms of the Agreement. During the course of such inspections, an authorized Corporation representative can direct the Contractor's supervisors and/or employees as to corrections of improper or deficient Services and the Contractor shall then properly perform all such Services, to the satisfaction of the Corporation, at no additional cost or expense to the Corporation.
15. Safety: At all times, under any conditions, the Contractor shall exercise caution and safe driving practices during all contract work operations. The Contractor shall at all times diligently observe all precautions as necessary for the safety of the public as well as Corporation personnel and employees. Contractor shall be responsible for all accidents or damage to persons and/ or property resulting from its performance of Services provided under the Agreement.

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**SECTION IV: BID FORMS**

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**A. BIDDER'S INFORMATION**

**FAILURE TO RESPOND AND/OR COMPLY WITH ANY REQUEST, WHERE APPLICABLE, TO ANY OF THE FOLLOWING QUERIES SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Please answer all questions in the spaces provided below.

1. COMPANY NAME:

\_\_\_\_\_

2. COMPANY ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. COMPANY CONTACT:

\_\_\_\_\_

4. PHONE NUMBER & FACSIMILE NUMBER:

\_\_\_\_\_

\_\_\_\_\_

5. FEDERAL ID OR SOCIAL SECURITY NUMBER:

\_\_\_\_\_

**B. BIDDER'S QUESTIONNAIRE**

**FAILURE TO RESPOND AND/OR COMPLY WITH ANY REQUEST, WHERE APPLICABLE, TO ANY OF THE FOLLOWING QUERIES SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Please answer all questions in the spaces provided below.

<p>Please attach an organizational chart identifying all corporate managerial staff to be involved in providing Services to the Corporation, both directly and indirectly.</p>
<p>Please attach resumes of Contractor's key management personnel to be assigned to the Corporation for the provision of the Services.</p>
<p>The Contractor must be able to demonstrate that it has performed waste collection, carting and disposal services at no fewer than four (4) other institutions within the last five (5) years and provide the names, business person, addresses, telephone numbers, years of service and brief description of services below:</p>
<p>(1)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>
<p>(2)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>

(3)

Name: \_\_\_\_\_

Business Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Brief Description: \_\_\_\_\_

(4)

Name: \_\_\_\_\_

Business Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Brief Description: \_\_\_\_\_

The Contractor shall submit the proposed sanitary landfill or other type of disposal site the Contractor intends to utilize for disposal of the solid waste covered under the Agreement. And provide the disposal sites current tipping fee with the Bid Specification. The Contractor shall also submit a contingency plan including the provision of an alternate disposal site in case the first proposed site is not approved by the Corporation or in the event the approved disposal site is closed at a later date.

Please attach Contractors 2010 Annual Report and all 2011 Quarterly Reports.

Please attach Contractor's valid license to do business in the State of New York.

Please attach Contractor's valid "refuse collection permit," issued by the Westchester County Department of Health,

**FAILURE TO RESPOND AND/OR COMPLY WITH ANY REQUEST, WHERE APPLICABLE, TO ANY OF THE ABOVE  
QUERIES SHALL BE GROUNDS FOR REJECTION OF THE BID.**

**C. PRICE PROPOSAL – CMC-8986**

Please quote below your best rates and prices and calculate the Total Bid Price for the given estimated quantity of solid waste for the all Services to be provided by Contractor to the Corporation.

As provided in Section II of these Bid Specifications, the Contractor will be responsible for all tipping, disposal, and other fees incurred at approved disposal sites for the disposal of waste under the Agreement. The Contractor will also be responsible for providing and maintaining all equipment including but not limited to the Compaction Containers, Compactor Unit and any other hydraulic compaction equipment necessary to perform the Services at the University Hospital site. All fees related to the disposal of waste and all costs related to the provision and maintenance of equipment must be considered in the calculation of, and appropriately incorporated in, the Unit Prices submitted by on this Bid Form C.

*The estimated quantities of waste in tons and other quantities given below are only estimates and are set only for the purposes of calculating the lowest bid. The unit prices quoted below, if accepted, shall be considered guaranteed un-adjustable prices for the term of the award and the subsequent Agreement, regardless of the quantity of labor, equipment, vehicles, and/or supplies actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of labor, material or work given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or Services up to the amount or less than the tonnage days and/or quantity stated below.*

***Any Changes, Alterations, Notations, Additions And/Or Deletions To The Materials, Equipment And/Or Services Listed In This Bid Form, Shall Be Grounds For Rejection Of The Bid***

I. RATES

<u>Description</u>	<u>Estimated Quantities</u>	X	<u>Unit Price</u>	=	<u>Sub-Totals</u>
A. Collection, carting, and disposal of all compacted common and domestic type solid waste at the University Hospital Building at WMC	2,035 TONS	X	_____ per ton	=	\$ _____
Plus					
B. Compactor Rental		X	_____ per month	=	\$ _____
<b>BID TOTAL (A +B)</b>				=	\$ _____



**D. NON-COLLUSION CERTIFICATION**

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

- (i) All information identified in this bid is true, accurate and complete; and
  
- (ii) 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, and
  
- (iii) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other competitor, and
  
- (iv) 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.

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*Print Name & Title*

**FORM E-1: NON-RESPONSIBILITY DISCLOSURE**

**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k  
DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

As a public benefit corporation, Westchester County Health Care Corporation, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a Bidder must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity<sup>1</sup> due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Invitation for Bids.

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes\_\_

No\_\_

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

\_\_\_\_\_

<sup>1</sup> “Governmental entity” means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

Yes\_\_

No\_\_

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes\_\_

No\_\_

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

**Signature:** \_\_\_\_\_

**FORM E-2: AFFIRMATION**

**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k  
AFFIRMATION**

The Bidder hereby affirms that:

1. The Bidder understands and agrees to comply with the procedures of Westchester County Health Care Corporation, as operator of Westchester Medical Center, relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to WMC by Bidder in response to these Bid Specifications, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

\_\_\_\_\_

**FORM F: DEBARMENT/EXCLUSION QUESTIONNAIRE**

**FEDERAL DEBARMENT/EXCLUSION VENDOR QUESTIONNAIRE**

A. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes.\* No\_

\* If you answered Yes, please provide a complete explanation on an attached sheet of paper.

B. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes.\* No\_\_\_\_\_

\* If you answered Yes, please provide a complete explanation on an attached sheet of paper.

C. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes.\* No\_\_\_\_\_

\* If you answered No, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

D. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes\_\_\_No\_\_\_\_\_\*

\* If you answered No, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

## M/WBE and EEO Compliance Documentation Forms

**Bidder:** \_\_\_\_\_

**CMC-8986**

### **A. MINORITY/WOMEN'S BUSINESS QUESTIONS**

As part of the WMC's program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

### **QUESTIONS:**

1. Are you a minority owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your minority group(s)?

Answer: \_\_\_\_\_

2. Are you a women owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: \_\_\_\_\_

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM H - BID BOND AND CONSENT OF SURETY**

Note: This form must be signed by your surety and submitted with your bid if a Performance Bond is required pursuant to the "Notice to Contractors."

**BID BOND AND CONSENT OF SURETY**

Issued to: \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_ (hereinafter the "Bidder"), for Contract No.

CMC-8986 (hereinafter the "Contract").

In consideration of the premises and of ONE DOLLAR, paid in hand to it by the Westchester County Health Care Corporation ("Corporation"), the receipt of which is hereby acknowledged, the undersigned Surety, its successors and assigns ("Surety") consents and agrees as follows:

- (i) if the Contract for which the preceding estimate and proposal is made, is awarded to the Bidder by the Corporation, the Surety shall become bound as Surety and guarantor for the faithful performance of the Contract and shall execute and deliver a Performance Bond, in a form acceptable to the Corporation, in the amount of 100% of the total Contract price, or such other amount as may be specified in the Bid documents; and
- (ii) if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract and furnish the necessary bonds and insurance certificates, the surety shall, on demand by the Corporation, pay to the Corporation the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the Corporation of reletting said Contract, up to the maximum aggregate amount of 10% of the amount bid.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the Corporation and the Bidder, within which the Corporation may award said Contract, and the Surety hereby waives notice of any such extension.

**IN WITNESS WHEREOF**, the Surety has set its hand and seal and caused these presents to be signed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(Name of Surety) \_\_\_\_\_

By: \_\_\_\_\_ (PLEASE AFFIX SEAL)

Title: \_\_\_\_\_

***Note:*** *Attach necessary Power of Attorney, Notarial Acknowledgement of Signature, and Surety's Financial Statement.*