



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You **MUST** execute and include the following documents with your response:

- Your response to the IFB in question with one (1) copy
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk and Safety Agreement
- Certificate of Insurance

FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE IFB DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2014-27 – Municipal Solid Waste

Name of Bidder: Casella Waste Management, Inc.

Bid Opening: Tuesday, January 13, 2015 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866



Specifications for Municipal Solid Waste

GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

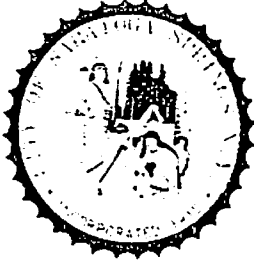
TECHNICAL SPECIFICATIONS

DUMP & REPLACEMENT

The successful bidder will be responsible for the removal of the 40-yard bin from the City's compactor. An empty 40-yard bin will be put in its place. This will occur every *Monday, Thursday, and Saturday* at the City of Saratoga Springs Transfer Station located on Weibel Avenue, Saratoga Springs, New York.

HAUL

The successful bidder will be responsible for hauling and disposing of the municipal solid waste at a landfill site. If the primary landfill site is closed, the City must be notified in advance that the municipal solid waste will be transported to a different landfill site.



Statement of Specifications

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	1,386 Tons	Break away dump & replacement of 40-yard bin of municipal solid waste (MSW) – tipping fee	\$ 50.00	\$ 69,300.00
#2	156	Hauling rate of MSW to landfill site	\$ 90.00	\$ 14,040.00
		Name of landfill site: Finch Waste Co LLC Address of site: 424 Peters Road Gansevoort, NY 12831		
#3	24	Hauling rate of MSW to alternate landfill site	\$ 90.00	\$ 2,160.00
		Name of alternate landfill site: Hiram Hollow Address of site: 100 Washburn Road Gansevoort, NY 12831		

TOTAL BID IN FIGURES: \$ 85,500.00

TOTAL BID WRITTEN: Eighty Five Thousand Five Hundred Dollars

COMPANY NAME: Casella Waste Management, Inc.

ADDRESS: 1392 Route 9

Fort Edward NY 12828 Phone No. (518) 480-2531
(City) (State) (Zip)

E-MAIL ADDRESS: melody.kabor@casella.com

AUTHORIZED SIGNATURE: Joe Girard Jr.

PRINTED NAME: Joe Girard Jr.

TITLE: General Manager DATE: 1/12/15



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

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 his 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."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: Joe Girard Print Name: Joe Girard, JR
Title: General Manager Date: 1/12/15

Company: Casella Waste Mgmt, Inc. Address: 1392 Route 9, Fort Edward, NY 12828

Subscribed to under penalty of perjury under the laws of the State of New York, this 12th day of January, 2015 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Joe Girard Jr. Printed name: Joe Girard Jr.
 Title: General Manager Date: 1/12/15
 Company Name: Casella Waste Management, Inc.