Town Hall · 100 Main Street
Huntington, NY 11743-6991

Phone: (631) 351-3177
Fax: 631) 351-2833
http://HuntingtonNY.gov

LORI E. FINGER, CPPB
Director of Purchasing

SENT VIA EMAIL

October 12, 2016

TOWN OF HUNTINGTON
SINGLE STREAM RECYCLABLES
TRANSFER AND TRANSPORT
Bid No. TOH 16-10R-055

Addendum # 1

The BID due date of Thursday, October 13, 2016 until 11:00 AM, Prevailing Time has been **extended to Thursday, October 27, 2016 until 11:00 A.M. Prevailing Time.** All other terms and conditions of this BID remain the same.

Please review the addendum carefully and include your acknowledgement of addendum with your bid submittal.

Sincerely,

Lori E. Finger, CPPB
Director of Purchasing

LEF:dg

Notice to Prospective Bidders

In order to properly expedite the receipt and processing of the bid that you are submitting, you must affix the "IDENTIFICATION LABEL" below to the **outer** envelope of your sealed bid, and deliver it by U.S. Mail, public carrier—such as UPS, FEDEX—or by hand delivery.

Affix the IDENTIFICATION LABEL to the sealed outer envelope.

FAXED OR ELECTRONIC BIDS SHALL NOT BE ACCEPTED. DELIVERY BY SUCH METHODS SHALL RESULT IN AUTOMATIC DISQUALIFICATION.

For current bid information and awards, please visit us our website at:
http://huntingtonny.gov

Thank you for your cooperation.
Town of Huntington
Division of Purchasing

IDENTIFICATION LABEL

TOWN OF HUNTINGTON
PURCHASING DEPARTMENT
100 Main Street, Room 209, Huntington, NY 11743
Vendor's Name_____
Bid No: TOH 16-10R-055
Bid Name: SINGLE STREAM RECYCLABLES TRANSFER AND TRANSPORT
Due Date: 10/13/16 at 11:00 A.M. EST
SEALED BID ENCLOSED

TOWN OF HUNTINGTON
DEPARTMENT OF AUDIT & CONTROL
PURCHASING DIVISION

STANDARD BID TERMS AND CONDITIONS
AND SPECIAL INSTRUCTIONS TO BIDDERS

All bid proposals are subject to the following terms and conditions unless modified in writing at the time of bid submission. Upon acceptance of a bid by the Town the terms of the bid shall apply to all orders issued as a result of such acceptance. Each bid received shall be considered an offer to the Town and upon acceptance shall constitute a lawful contract between the bidder and the Town.

Proposals properly completed and executed on the forms provided by the Town for that purpose may be delivered in person by the bidder or his agent or may be mailed to the office of the Director of Purchasing. The Director of Purchasing or his designee must receive all bid proposals, ***without exception***, at or before the time specified for the bid proposal being opened and read aloud in the Notice to Bidders.

The bidder assumes all risk of any delay, for any reason, for the delivery of their bid proposal if it is mailed utilizing the U.S. Postal service or any other mail carrier or if by personal delivery.

1. BIDDING

(a) PRICING - Bidders shall insert unit price and extension for each item.

(b) DISCOUNTS - cash discounts will not be a factor in determining awards unless otherwise indicated by the Town. Trade discounts will be a factor in determining the award.

(c) F.O.B. DELIVERY POINT - All prices bid must be on the basis F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may not be considered.

(d) "OR EQUAL' BIDDING - When a brand named bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the named bid standard.

(e) QUANTITIES and MINIMUMS - If any quantities are indicated, they are merely estimates based on experience or computation. The Town will neither be compelled to order any quantities of any item nor will it be limited by the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the ordering department and therefore; **in the best interests of the Town, no award will be made to any bidder for any item contained in this bid if the bidder imposes *a minimum order quantity or minimum dollar* amount as part of their response to any part of this bid.** The Town of Huntington is not responsible for estimating quantiles for any agencies other than the municipality of the Town of Huntington.

2 - SAMPLES

Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property.

3 - AWARD WILL BE MADE BY ITEM OR CLASS

When Class bids are indicated, bidder must bid on each item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

4 - DELIVERY

(a) INSPECTIONS - Shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) DELIVERY HOURS - Deliveries shall be made between 9 A.M. and 3:30 P.M., Monday through Friday and at other times by special arrangements only.

(c) DELIVERY TIME - Shall be computed in calendar days from the order date.

(d) LABELS - All supplies, which are customarily labeled or identified, must have securely affixed thereto the original unaltered label or marking of the manufacturer.

(e) NEW MERCHANDISE - Unless otherwise stated in the quotation or orders, deliveries must consist of only new and unused merchandise, which is currently in production.

(f) SUPPLIES shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) THE CONTRACTOR shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to and agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the Town accepts the same.

(h) BILLINGS for deliveries must be rendered on Town Claim vouchers with appropriate invoices and billing documents attached.

5 - DELAYS, NO-DELIVERY, REJECTIONS

(a) VENDOR'S FAULT - If the Vendor fails to make delivery with the time specified or if the delivery is rejected, the Director of Purchasing may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the reletting cost and the liquidated damages, if any will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Vendor.

(b) REJECTED MERCHANDISE - The Town may withhold acceptance of or reject any goods, which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor.

Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Town shall have the right to dispose of them as its own property. On foodstuffs and drugs, no

written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

6 - AWARD

(a) The Director of Purchasing reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn. This period may be extended, for the benefit of the Town by mutual agreement between the bidder and the Director of Purchasing.

(b) The placing of an order by the Director of Purchasing with the bidder for material described in the Request of Bid shall constitute a legal and binding contract.

(c) Any contract created shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract. No liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood that neither this contract nor any representations by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

7 - PERFORMANCE BONDS

If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award, unless an alternate amount is otherwise specified, shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the Town of Huntington to supply any deficiency that may arise from any default on the part of the bidder. Such Bond must meet all the requirements of the Bid Specifications and the Town Attorney.

8 - GUARANTEES BY BIDDER

Bidder hereby guarantees:

(a) To save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee and to defend any action brought against the Town in the name of the Town and under the direction of the Town Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchasing to pay the cost of such defense to the Town.

(b) His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work to repair damages of any kind, for which the Vendor's workmen are responsible, to the building or equipment, to his/her own work or the work of other Vendors or in the opinion of the Director of Purchasing to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town and of the County of Suffolk and the State of New York.

(e) INSURANCE - To maintain Workers Compensation and Disability Benefits Insurance during the life of the contract. The Contractor further agrees to conform to all of the requirements of the New York State Workers Compensation Law.

During the life of the contract, the Contractor shall secure and maintain bodily injury and property damage liability insurance. This insurance must be Occurrence coverage; policies in the Claims Made format are not acceptable. The limits of liability insurance shall be **$2,000,000.00** for any one person and **$2,000,000.00** for any one occurrence for bodily injury.

Automobile Liability insurance with the same limits shall be maintained by the Contractor on all automotive equipment used in connection with the contract.

Certificates of Insurance reflecting the above coverage shall be provided to the Town prior to commencement of any work by the Contractor. These certificates shall be in the name of the Town and shall further name the Town of Huntington as Additional Insured.

The Contractor/Vendor shall be solely responsible for providing the Town of Huntington with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. Failure to notify the Town of a change in policy coverage is valid grounds for the Town to void the agreement.

The Contractor/Vendor is required to present the Town of Huntington with an updated insurance certificate as part of its invoice backup for payment processing. Failure to do so will result in non-payment and the Town may choose to void the agreement.

(f) That he/she will keep him/herself fully informed, of all municipal ordinances and regulations, State and National Laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him/her and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Town from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all costs and expenses in suits which may be brought against the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his/her agents.

(g) That the items furnished shall conform to all of the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

9 - <u>ASSIGNABILITY OF CONTRACTS</u>

In the event the Contractor assigned, transfers, conveys, sublets, or otherwise disposes of the contract without written consent of the Town of Huntington, said contract shall be null and void and not binding upon the Town. General Municipal Law 109 is incorporated herein by reference as if fully set forth at length.

10- <u>LIMITATION OF ACTION</u>

No action for any cause whatsoever arising out of this order shall be maintained against the Town by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months:

(a) After expiration of this order or

(b) After the date of written notice to the Vendor from the Town of complete rejection or withheld acceptance or

(c) After the date of written notice to the Vendor from the Town of a deduction from the agreed price on the order, whichever of the events shall be the latest in time.

11- <u>LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT</u>

All bidders must comply with N.Y.S. Labor Law requirements and specifically without limitation:

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(I) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, age or sex

discriminate against any citizen of the state of New York who is qualified and available to perform work to which the employment relates;

(II) No contractor, subcontractor nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age or sex;

(III) There may be deducted from the amount payable to the contractor by the Town penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(IV) This contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Section 220 (2) of the Labor Law, no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing wage supplements, all as provided in Article 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Section 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the prevailing schedule wages made part or to be made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

12 – <u>APPRENTICESHIP PARTICIPATION CONSTRUCTION CONTRACTS</u>:

A. All bidders must comply with N.Y.S. Labor Law §816(b) which provides in pertinent part:

a. "government entity" shall mean the state, any state agency, as that term is defined in section two-a of the state finance law, municipal corporation, commission appointed pursuant to law, school district, district corporation, board of education, board of cooperative educational services, soil conservation district, and public benefit corporation; and

b. "construction contract" shall mean any contract to which a governmental entity may be a direct or indirect party which involves the design, construction, reconstruction, improvements, rehabilitation, maintenance, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure of any kind with a value in excess of $250,000.

B. The Town of Huntington, Pursuant to Town Board resolution 2002-100 dated February 11, 2002, has adopted the requirements that contractors and sub-contractors on construction contracts have an approved Apprenticeship Agreement in accordance with NYS Labor Law

§816 (b). The Town Board has elected, pursuant to this resolution, that when the Town is either a direct or indirect party to a construction contract that it will require apprenticeship agreements and/or programs to be in place for work on the project, that have been registered with, and approved by, the NYS Commissioner of Labor pursuant to the requirements of NYS Labor Law §816 (b). Such apprenticeship agreements/programs must be in place and utilized for the project for each type, class of craft, as well as the scope of work to be performed.

A copy of the certification letter received by the CONTRACTOR from NYS Dept of Labor approving CONTRACTOR'S Apprenticeship Program for each trade being employed on the project being quoted must be included in the CONTRACTOR'S bid at the time of bid submission.

13- SALES AND EXCISE TAXES

Unless the proposal indicates otherwise, the Town is exempt from the payment of any sales, excise or Federal transportation taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the Town, must submit the proper forms, and the Director of Purchasing, if satisfied as to the facts, will approve or issue the necessary certificates.

14- AUDIT

Purchase orders and contracts are subject to audit by the Comptroller of the Town of Huntington.

15- PAYMENT AND COLLECTION OF CHARGES

(a) The Town will make every effort to pay vouchers within thirty (30) days after (1) proper delivery of merchandise (2) receipt and approval of a properly executed claim voucher submitted to the Town Comptroller by the receiving Town departments or agencies; voucher forms shall be obtained from such departments or agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part by the Town.

(c) All charges against a Vendor shall be deducted from current obligations that are due him/her or shall become due. In the event that there are no current obligations, the Vendor shall pay the Town the amount of any such charges.

(d) The Town will also avail itself of cash discounts for payments within prescribed times whenever possible.

16- FUEL SURCHARGES

Town of Huntington will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the Town in the solicitation or contract. Any fuel charges added and not authorized by the Town will be deleted from any payments made to the vendor.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a. effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before The Town of Huntington (Town) may approve a request for Assignment of Contract.

During the term of the Contract, should Town receive information that a person is in violation of the above referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, the Town shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The Town reserves the right to reject any request for assignment for an entity that appears on the prohibited entity list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

CONTRACTS INVOLVING INSTALLATION

1. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
2. Installation shall also include the furnishing of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into building and removal of any trade-ins, if any.
3. Bidders shall acquainted themselves with conditions to be found at the site and shall assume all responsibility for placing and installing equipment in the locations required.
4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor or his/her works are responsible.

VEHICLES

5. All equipment bid must be in production and have had in use experience. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.
6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.
8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk.

Vendor not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.

9. **No name other than the Manufacturer's shall appear on the Vehicle**.
10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Director of Purchasing.
11. Bids will be considered only from Equipment or Vehicle Manufacturers or their Authorized Dealers.
12. All vehicles shall be painted the color as specified. All paint shall be factory applied at the time of vehicle manufacture. ***Dealer painted vehicles will not be accepted.***

PRE-DELIVERY INSPECTION

13. There will be Pre-delivery Inspection of Vehicles including Automobiles, Boats and Motors, Trucks, Motorized Industrial Equipment of any kind including Dozers, Payloaders, Graders, Snow Moving, Waste Handling Equipment, Beach and Lawn Maintenance Equipment and any classifications of Earth and Material moving and/or handling equipment sold to the Town of Huntington.

(a) The Manufacturer or his Authorized Dealer, whichever is the vendor of record to the Town of Huntington for the equipment, must notify the Director of Purchasing of the Town by

Certified Mail prior to delivery, informing him when the equipment or vehicle is ready for delivery to the Town of Huntington.

(b) The Manufacturer or Dealer shall make the vehicle or equipment comply with all required Bid Specifications, as ordered by the Town of Huntington.

(c) All accessories and additions which have been ordered and are to be part of the vehicle are to be affixed and operable prior to inspection. All documentation including but not limited to warranties, guarantees, instruction manuals, certificates of inspection and certificates of compliance shall be available for inspection along with the vehicle or equipment.

(d) The Vendor shall, prior to delivery to the Town, make the vehicle or equipment available for inspection by Town of Huntington. The Director of Purchasing shall at his sole discretion designate a Town facility as a Pre-delivery Inspection location.

(e) Upon satisfactory completion of Pre-delivery Inspection a certificate of acceptance will be issued to the ordering department of the Town of Huntington. This certificate will be forwarded to the Comptroller's office with the Invoice and Claim Voucher from the vendor. No invoice will be paid to a vendor without the accompanying certificate of acceptance.

MATERIAL SAFETY DATA SHEETS (MSDS)

14. As the Town is required to be in compliance with Federal OSHA Communication Standard 29CFR1910.1200 all classes of materials covered by the specification that are purchased by the Town shall, no later than the time of delivery, receive a copy of the MSDS appropriate to the ordered material. Failure to comply with this requirement shall be construed as improper or incomplete delivery and payment will be withheld until all terms and conditions of the purchase contract are met to the satisfaction of the Director of Purchasing.

NEW YORK: CONTRACTUAL NON-DISCRIMINATION PROVISION

To be included in every contract for the construction, alteration or repair of any public building or any public work or for the manufacture, sale or distribution of materials, equipment or supplies (performed within the state):

*** * ***

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the contractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which his or her employment relates.

(b) Neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the Contractor or any subcontractor engaged by the Contractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin.

(c) The Town may deduct from the amount payable to the Contractor under this contract a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

(d) The Town may cancel or terminate this contract, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) The aforesaid provisions of this section, insofar as they apply to the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

SPECIAL INSTRUCTIONS TO BIDDERS

If you wish to retain copies of your submission for your records you may photocopy any pages you require. The successful low bidder will be issued a notice of award.

In the case of inclement weather go to the Town website for information: http://huntingtonny.gov

PLEASE TAKE NOTE OF THE

NON-COLLUSIVE and the PUBLIC DISCLOSURE STATEMENTS

Completion of these sections of the bid are *required* each and every time a bid is submitted.

Completion of these sections any time in the past does not relieve the bidder from completion of these pages with this bid.

Financial statements as specified in paragraph nine (9) of the Public Disclosure Statement must accompany this bid. If you wish these financial statements to remain confidential, please so indicate at the time of submission.

If you fail to complete these sections and to have them properly notarized as required,

you may be judged non-responsive and not be awarded the contract,

even if you are the lowest bidder.

Under §53-3 through §53-8 of the Code of the Town of Huntington and GML §103 the Town requires that this document be returned intact and that it be filled out completely as part of your formal sealed bid response.

Questions During the Bidding Period: Questions, requests for information or interpretations concerning the drawings or specifications, or any aspect of the project must be addressed in writing to the DIRECTOR OF PURCHASING, TOWN OF HUNTINGTON, Town Hall, 100 Main Street, Room 209, Huntington, New York 11743, Fax # (631) 351-2833 or email at purchasing@huntingtonny.gov and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids.

Please do not remove any pages from this bid package.

BIDDERS PLEASE READ ATTACHED
TERMS AND CONDITIONS CAREFULLY AND
CONFORM TO THE INSTRUCTIONS CONTAINED
IN THESE BID DOCUMENTS.
ALL OF THESE PAGES ARE TO BE
RETURNED COMPLETED AND INTACT.

TOWN OF HUNTINGTON
DEPARTMENT OF PURCHASING

100 MAIN STREET, ROOM 209
HUNTINGTON, N.Y. 11743
http://huntingtonny.gov

PROPOSAL FOR SUPPLIES OR SERVICES

SINGLE STREAM RECYCLEABLES TRANSFER AND TRANSPORT
Bid No. TOH 16-10R-055

_____
Contracting Firm Name

_____
Address

_____
City, State, Zip Telephone

_____
Contracting Firm Federal Identification Number Fax

_____
Email Address

TO ALL PROSPECTIVE BIDDERS:
This proposal, duly signed and sealed for the herein named supplies and/or services will be received, opened and read publicly at the Purchasing Department, 100 Main Street, Room 209, Huntington, NY 11743 at the date and time called for in the Notice to Bidders.

THIS BID MUST BE RETURNED IN A SEALED ENVELOPE SHOWING YOUR NAME, BID TITLE, NUMBER AND DATE OF BID. ORIGINAL SIGNATURES AND SEALS PERTAIN. COPIES OF SIGNATURES OR SEALS ARE NOT VALID FOR THE PURPOSES OF THIS BID.

PLEASE USE THE ENCLOSED LABEL TO HELP IDENTIFY YOUR BID AND TO INSURE PROMPT AND ACCURATE PROCESSING.

NOTICE TO BIDDERS

Sealed bids will be received by the Director of Purchasing, Town of Huntington, 100 Main Street, Room 209, Huntington, New York 11743, until **11:00 A.M. Prevailing Time,** Thursday, October 13, 2016**,** when they will be publicly opened and read aloud for the following item(s):

ITEM 1 – SINGLE STREAM RECYCLABLES
TRANSFER AND TRANSPORT Bid No. TOH 16-10R-055

The right is reserved by the Town to waive any informalities in, to reject any or all bids submitted, or to accept the bid and award the contract to the lowest, responsible formal Bidder, in the best interests of the Town, pursuant to Section 103 of the General Municipal Law.

A proposal submitted by a bidder who is not in full compliance with the provisions of the Huntington Town Code at the time of submission will be denied.

Complete specifications for the above item(s) may be downloaded at http://huntingtonny.gov under Bids/RFPs. All other inquiries should be directed to purchasing@huntingtonny.gov or fax us @ 631-351-2833.

LORI E. FINGER, CPPB
DIRECTOR OF PURCHASING

DATED: September 22, 2016

THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL BIDDERS
GENERAL MUNICIPAL LAW - 103-D

Non-collusive bidding certifications:

By submission of this bid or proposal, the bidder certifies that; (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (C) No attempt has been or will be made to induce any other person, partnership, or corporation to submit to or not to submit a bid or proposal; (D) The person signing this bid proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

If Not A Corporation

_____
Bidder's Business Name

_____
Signed By

_____
Title

If A Corporation

(E) The following is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder. Resolved that_____ be authorized to sign and submit the bid or proposal of this corporation for the project described, herein, in the Notice to Bidders, Item #_____ (where applicable) and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ corporation at a meeting of its

Board of Directors held on _____ day of _____ 20___. SEAL OF THE

CORPORATION _____
Signature of Secretary

PUBLIC DISCLOSURE BY CONTRACTOR/VENDORS DOING BUSINESS WITH TOWN OF HUNTINGTON

For use pursuant to Chapter 53 of the Code of the Town of Huntington

1. Contractor's/Vendor's Name _____
   Address_____
   City and State _____ Zip Code_____
2. Contracting Department's Name_____
   (Enter "Purchasing" if Supply or Service Bid)_____
3. Payee Federal Identification or Social Security No._____
4. Type of Business: ___ Corporation ___ Partnership
   ___ Sole Proprietorship ___ Other _____

5a. Is your firm entering into a contract in excess of $1,000?
___ Yes ___ No

5b. Is your firm entering into more than one contract with the Town of Huntington aggregating more than $1,000?
___ Yes ___ No

5c. Are you making application to the Town Board, Planning Board or Zoning Board of Appeals of the Town of Huntington involving work in excess of $1,000? ___ Yes ___ No. If you answered Yes to part 5a, 5b or 5c, you must complete parts 6 through 8. In any event, you must answer parts 9, 10 & 11.

6. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor including the names and addresses of officers and Directors of corporate shareholders.

_____
_____
_____

7. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of interest in any other form of ownership (that is, other than stock ownership) of the contractor or vendor in an amount equal to five percent (5%) or more.

_____
_____
_____

8. Table of Organization.
   a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.

_____
_____
_____

   b. List names and addresses of all corporate officers of the contractor or vendor. (Include title of officer.)

_____
_____
_____

   c. List the names and addresses of all counsel of the contractor or vendor.

_____
_____
_____

9. *Submit with disclosure statements any one of the following three items:*

1) a complete financial statement listing all assets and liabilities as well as a profit and loss statement for the prior year ,or

2) a letter of credit reference from a recognized bank or financial institution, or

3) *a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW*

These statements must be affirmed.(See attached Affirmation)

10. The undersigned shall include the Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract).

_____

_____

_____

_____

11. VERIFICATION This section must be signed by an officer or principal of the contractor or vendor authorized as a signatory of the company for the purpose of executing contracts. The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated:_____ Signed:_____

Printed Name:_____

Title:_____

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF ss:

[Proprietorship [Partnership Verification

being duly sworn, deposes and says; deponent has read the foregoing Contractor's/Vendor's Public Disclosure Statement and knows the contents thereof; the same is true to deponent's own knowledge.

[Corporate Verification

The of a corporation;

deponent has read the foregoing Contractor's/Vendor's Public Disclosure Statement and knows the contents of; and the same is true to deponent's knowledge. This verification is made by deponent because is a corporation and deponent is an officer thereof.

Sworn to before me Signed:_____

SIGNATURE OF NOTARY PUBLIC

on 20__ Print Name:_____

PRINT NAME OF NOTARY PUBLIC

_____

Notary Seal

WARNING: The failure to file a verified Public Disclosure Statement as required under this local law shall constitute a material breach of contract. Town of Huntington may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of New York State.

TOWN OF HUNTINGTON
AFFIRMATION OF FINANCIAL STATEMENT
Part of Question 9 of Attached Public Disclosure Statement

I hereby affirm that the financial statement herein submitted is a true and accurate statement.

Company Name_____

Individual Signature_____

Individual's Name_____
(Print or Type)

Title_____

Date_____

Notary Public
State of New York, County of _____

Before me came _____ known to me and affirms that he has read the attached financial information and that the attached statement is true to the affirmant's own knowledge.

Notary Public _____ Date _____

Notary Seal

TOWN OF HUNTINGTON
BIDDER'S AFFIDAVIT

At the time of submission of the bid proposal, the following affidavit must be executed and transmitted to OWNER.

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

_____, being duly sworn deposes and says that he/she is the
(Name)

_____ of _____ which company is
(Officer) (Corporation)

submitting a bid proposal for _____, _____
(Project/Bid Number) (Description of Project/Bid)

_____.

_____, understands and is familiar with the provisions of
(Corporation)

the Huntington Town Code.

_____ is currently in full compliance with the provisions
(Corporation)

of the Huntington Town Code and makes this affidavit in order to induce the TOWN OF

HUNTINGTON to award the aforesaid bid to _____
(Corporation)

with full knowledge that the TOWN OF HUNTINGTON is relying on the truth and accuracy

of the statements contained herein.

_____ further understands and agrees that the bid will be
(Corporation)

denied if _____ is not in compliance with the Code of the Town
(Corporation)

of Huntington.

_____
Signature (Officer)

_____
Print Name (Officer)

Dated: _____

Subscribed and sworn to before me

this _____day of _____, 20___.

_____
Notary Public

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The bidder hereby acknowledges that he has received and that he has considered in the preparation of his bid, all requirements in the following Addenda to this contract:

ADDENDUM	DATE OF ADDENDUM	ACKNOWLEDGEMENT BIDDER(SIGNATURE)

The indicated acknowledgements are to be by the same persons executing the Bid.

IMPORTANT:

THIS FORM MUST BE FILLED IN BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, INDICATE "NONE", AND SIGN THE ACKNOWLEDGEMENT.

BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A.

1. Name of Bidder: _____

2. Permanent Main Office Address: _____

3. When Organized: _____

4. If a Corporation, where incorporated: _____

5. Name Of Partners (If Bidder is a FIRM, state here the name and residence of each member thereof) — Residence of Partners

_____ _____

_____ _____

_____ _____

_____ _____

If Bidder is a CORPORATION, fill in the following blanks:

Name and Address of President: _____

_____

Name and a Address of Vice President: _____

_____

Name and Address of Secretary: _____

_____

6. Does any other CONTRACTOR, vendor or person have, hold or may derive any actual or beneficial percentage of interest in any other form of ownership of the bidder in an amount of 5% or more? _____ If yes, please provide:

Name: _____

Address: _____

B. Bidders will furnish the following information (list only similar type of work performed):

Project Name	Location	Contact Person	Phone. Number	Contract Amount	Date Completed

C.

1. Have you ever failed to complete any work awarded to you? _____ If yes, state where and why

_____

2. Have you ever defaulted on a contract? _____ If yes, state where and why: _____

_____

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? _____ If yes, state name of individual, other organization and reason: _____

_____

4. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____ If yes, state name and reason therefore: _____

_____

5. Has your company requested and/or received contract time extensions for contracts undertaken in the past five years? _____ If yes, indicate when and why: _____

_____

_____

_____

_____

6. Within the past five years, have liquidated damages or other penalties been assessed against your company by a governmental agency for failure to complete a contract, or any portion thereof on time? _____ If yes, indicate when this occurred and the governmental agency involved:

_____

_____

7. Are there any liens presently in force against your company or any of the officers or partners of your organization? _____If yes, provide the name of the lien holder(s) and the amount of the lien(s).

_____

_____

_____

8. Has your company ever missed a payment toward workers compensation or New York State unemployment insurance? _____ If yes, indicate when this occurred and why.

_____

_____

_____

9. In what other lines of business are you financially interested?

_____

10. The work, if awarded to you, will have the personal supervision of whom?

_____

Name Title Phone Number

11. Do you have, or can you obtain, sufficient men and equipment to commence work as required by the "Bid Proposal"? _____

12. Provide names and phone numbers of references in Long Island units of government.

_____

_____

13. In emergencies either day or night, what telephone or telephones should be called for immediate action?

Day: _____ _____

Night: _____ _____

D. In connection with the submission of this bid, the undersigned does hereby affirm under the penalties of perjury that:

1.The following persons have a direct or indirect interest in this bid:

NAME	ADDRESS	DATE OF BIRTH: MONTH/DAY/YEAR

(In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following persons listed in (1) above are related by blood or marriage to an officer or employee of the OWNER. (Town of Huntington)

NAME	RELATIONSHIP	NAME/POSITION OF EMPLOYEE/OFFICER

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

_____
Legal Name of Person/Firm/Corporation

By: _____
Signature

_____
Title

Town of Huntington Payroll Certification Affidavit

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

_____, first being duly sworn deposes and says that he/she is the
(Name)
_____ of _____ which entity has
(Title)
submitted a bid to the Town of Huntington for the contract known as insert bid number and contract name)_____. In the event the entity named herein is awarded this contract, the entity shall be required to comply with Article 9 Labor Law, as amended, for work performed under said bid contract. The person herein named certifies, on behalf of the entity herein named, that all employees engaged in the performance of work with regard to the above-mentioned contract, will be paid the amount specified in accordance with the current prevailing rate schedule as attached herein. The above named person makes this affidavit in order to induce the TOWN OF HUNTINGTON to make a payment pursuant to the contract with full knowledge that the TOWN OF HUNTINGTON is relying on the truth and accuracy of the statements contained herein and understands that the TOWN OF HUNTINGTON reserves the right to request certified payrolls or other records pertaining to the payment of prevailing wage rates at ay time. http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt

_____
Signature (Title)

_____
Print Name (Title)

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____ , 20 ____ , before me personally came , to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the of the corporation described in and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____ , 20 _____ , before me came _____, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____
Notary Public

Contracted Entity Third-Party Certification Statement - Stormwater Management Program:

ATTENTION CONTRACTORS: THIS CERTIFICATION APPLIES TO ALL CONTRACTS WITH THE TOWN OF HUNTINGTON WHERE THE CONTRACTOR IS PERFORMING WORK THAT MAY DIRECTLY OR INDIRECTLY CAUSE OR CONTRIBUTE TO POLLUTANT DISCHARGES INTO MUNICIPAL SEPARATE STORM SEWER SYSTEMS LOCATED THROUGHOUT OF THE TOWN OF HUNTINGTON.

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Town of Huntington's Stormwater Management Program (SWMP)* and Stormwater Management Program Plan (SWMPP)** and agree to implement any corrective actions identified by the Town of Huntington and/or its designated representative(s).

I also understand that the Town of Huntington must by law comply with the terms and conditions of the State of New York's State Pollutant Discharge Elimination System (SPDES) GP-0-15-003 "*Municipal Separate Storm Sewer Systems (MS4) Permit"**** and that it is unlawful for any person employed by or under contract to the Town of Huntington to directly or indirectly cause or contribute to a violation of surface water and/or groundwater quality standards.

Further, I understand that my own responsibility and/or liability to comply with the terms and conditions of the Huntington SWMP and Huntington SWMPP as a condition of performing and being paid for the work pursuant to the subject contract shall be neither diminished, eliminated nor lessened by any MS4 program non-compliance by the Town of Huntington with respect to said contract or any other element of the Town's MS4 Program.

_____

(Name of Contractor)

_____

(Signed By)

Contact Information

Business/Firm Name: _____

Address: _____

_____

Telephone Number: _____

* - http://www.huntingtonny.gov/content/13749/16439/16577/16591/default.aspx

** - http://www.huntingtonny.gov/filestorage/13749/16439/16577/16591/26387/Town_of_Huntington_SWMP_Plan_031413_Rev3.pdf

*** - http://www.dec.ny.gov/docs/water_pdf/ms4permit.pdf

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____ , 20__, before me personally came _____ , to me known, who being by me duly sworn, did depose and say that he/she resides at _____ , that he/she is _____ of the corporation described herein and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On this _____ day of _____ , 20__ , before me came _____, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____
Notary Public

Town of Huntington
Residential Single Stream Recycling
Transfer and Transport Bid Specification
Bid No. TOH 16-10R-055

SCOPE OF SERVICES

1.0 BACKGROUND AND INTENT

1.1 Background:. The Town of Huntington (TOH) encompasses an area of 94 square miles. Residential usage is the dominant land use classification in the Town, most of which is single family units at a medium density. The present population of Huntington is estimated to be 190,000 persons. There are approximately 55,000 year-round housing units in the Town with an average household size of about 3.25 persons per dwelling unit respectively.

TOH plans to enter into an Inter-municipal Agreement (IMA) with the Town of Brookhaven (TOB) for the processing of single stream recyclables generated within or collected by TOH. Conditions of the IMA require the TOH to deliver the recyclables to TOB's Materials Recovery Facility (MRF) in the landfill complex located at 352 Horseblock Road, Brookhaven New York.

The term single stream recyclables means a format in which recyclable materials consisting of paper, cardboard, glass, plastic, metal and other materials accepted, processed and recovered at the TOB MRF are collected and delivered by the TOH. These materials are fully commingled at all points from collection through transport and delivery.

TOH's curbside recycling collection program consists of between 45 and 52 separate weekly collections each year. The number of weekly scheduled recycling collections is determined by the Town Department of Environmental Waste Management based on operational and budgetary needs. Recycling collection occurs on Wednesdays on weeks when it is scheduled. Recycling collection is performed by the Town Refuse District Municipal or Contract Carter vehicles. Town vehicles and/or contracted carters will collect recyclables from the residential community and deliver the materials for recovery and processing. TOH collected 14,600 tons of single stream recyclables in 2015 at an average rate of 304 tons per collection.

1.2 Intent. It is the intent of this procurement to contract for an intermediate transfer station which will accept single stream recyclables collected by Town Refuse District Municipal or Contract Carter vehicles and which will, in turn, transport those materials, using their own equipment or an approved subcontractor, in a lawful, timely, safe, reliable and cost competitive manner to the TOB's Materials Recovery Facility (MRF) in the landfill complex located at 352 Horseblock Road, Brookhaven New York in full compliance with the requirements of the IMA as well as any requirements of the New York State Department of Environmental Conservation (NYSDEC) and all applicable local, state and federal laws.

The IMA will allow TOH to expand the types and quantities of recyclables currently collected curbside in TOH. Successful expansion of the program will increase the number of loads for recovery and processing. Time spent off-route, including travel time to the Contractor's facility and wait time and dump time at that facility, impact the ability to achieve that goal. Therefore in order to successfully expand the TOH recycling program, Town Refuse District Municipal and Contract Carter vehicles must be able to successfully complete their entire routes within the operating hours of the Contractor's facility. Price, distance and travel time to the Contractor's facility will be considered in the award of this procurement.

2.0 FEES, PERMITS, CERTIFICATES

2.1 All fees, permits, or certificates required by governing bodies or public agencies shall be obtained and paid for by the Bidder as part of the basic contract. He/she shall also ascertain, before submitting the bid, all requirements of such public entities as may exercise any form of jurisdiction over different parts of the work, and shall make no claim for extra compensation due to any conditions which may be imposed as a requisite for issuing a permit, certificate, or other lawfully required document.

2.2 Bidders are advised that they must either have in their possession or must obtain (within 10 business days after notice of requirement by the Town) and maintain for the life of the Contract in the name of the bidder all the necessary licenses, registrations, insurances, bonds, certificates, and all other documentation as may be required by the Town of Huntington. Failure to comply with this requirement will result in the bidder being automatically rejected as being non responsive, and the bid being awarded to the next lowest responsible bidder.

3.0 PERFORMANCE SECURITY

The Contractor shall furnish a Performance Bond, in an amount equal to the price per ton bid times an estimated annual tonnage of seventeen thousand tons (17,000), as security for the faithful performance of the Contract. This bond shall be prepared in such form as is acceptable to the Town Attorney, and shall have as surety thereon such Surety Company or Companies with an A-rating as published in the most current A.M. Best Ratings Guide, and as authorized to transact business in the State of New York

4.0 IDENTIFICATION OF CONTRACTORS TRANSFER FACILITY

In order to be considered responsive to this bid and to receive an award, the name, location, and current NYSDEC operating permits for the receiving facility to be utilized in the performance of this work must be submitted with each bid. Bids which fail to comply with this requirement will be automatically rejected as being non responsive.

5.0 BILLING

On or before the 10th day of the calendar month following any calendar month in which single stream recyclables are delivered, the Contractor shall invoice the Town for the total tonnage

received and the amounts then due and owing. The Contractor's invoice shall include: (1) the number of tons of single stream recyclables received and processed during the applicable billing period; (2) a Microsoft Excel, CSV or Microsoft Access data file containing the detail of each billable load with the following fields: date, time, material, vehicle license plate, carter name, gross/tare/net weight (3) only upon request, the bidder must provide the Town with certified scale house tickets signed by the vehicles driver, documenting the weight of each delivery received of at the Contractor's facility; and (4) the total amount due the Contractor for the Billing Period.

6.0 PAYMENT

Payments shall be made by the Town to the Contractor on a monthly basis. The first "Billing Period" will commence on the day which the Contractor is authorized by the Town to begin the work, and will end on the last day of the same calendar month. Payments due for each Billing Period will be made within thirty (30) days of receipt of the monthly invoice prepared by the Contractor.

7.0 CONTRACT SUSPENSION OR TERMINATION

The Town may, at any time suspend or terminate this Contract, without cause, upon ninety (90) days written notice to the Contractor. Such cancellation shall in no way be deemed a breach of contract.

8.0 CONTRACTOR RESPONSIBILITIES AND REPRESENTATIONS

In addition to his/her responsibilities set forth elsewhere in this Contract, the Contractor's responsibilities are as follows:

8.1 Furnish at his/her cost and expense all labor, materials, rolling stock, and other equipment as required to (I) receive, process, and transport TOH single stream recyclables to TOB MRF, and to (ii) perform its obligations under this Contract.

8.2 Provide sufficient and reliable equipment for efficiently receiving, processing, and transporting of TOH single stream recyclables to ensure smooth and continuous operation.

8.3 Obtain, maintain, and comply with all necessary regulatory permits, approvals, licenses and orders required to fulfill its obligations under this Contract. Furnish the Town with copies of all necessary regulatory permits, approvals, licenses and orders required to fulfill its obligations under this Contract.

8.4 Invoice the Town for the work performed under this Contract on a monthly basis as set forth in section 5 of the bid.

8.5 The Contractor shall accept authorized Town of Huntington vehicles and/or authorized subcontractors only on weeks designated by the Town provided schedule, and only from authorized vehicles on the list to be provided by the Town.

8.6 The Contractor represents and warrants that he/she is familiar with all applicable labor regulations, accepts responsibility for conforming to same under this contract, and shall indemnify and save harmless the Town from all losses and expenses resulting from labor disputes and related delays, except where such labor disputes and delays are beyond the Contractor's control. However, no claim shall be made by or allowed to the Contractor for damages that may arise out of such labor disputes and related delays.

8.7 It is understood and agreed that the Contractor's status hereunder is that of an independent Contractor. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered an employee of the Town for any purpose and they shall not hold themselves out to be officers or employees of the Town.

8.8 Subcontractors. The Contractor may utilize a subcontractor for the transport portion of this bid. Before making any subcontract, the Contractor must submit a written statement to the Town giving the name and address of the proposed subcontractor and any other information tending to prove that the proposed subcontractor has the necessary equipment and qualifications to perform the work.

All subcontractors performing work pursuant to the terms of this agreement shall be bound by the same required contract provisions as the Contractor. All agreements between the prime Contractor and subcontractors shall include all standard required contract provisions and such agreements shall be subject to review and approval by the Town.

In accordance with the provisions of this agreement, the Contractor, at the time of receiving approval from the Town of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this contract, furnish two certificates of worker's compensation coverage of the employees of the said subcontractor.

9.0 TOWN RESPONSIBILITIES

In addition to responsibilities set forth elsewhere in this Contract, the Town's responsibilities are as follows:

9.1 The Town will provide the Contractor with a Refuse District recycling collection schedule. The Contractor must adhere to the published schedule and have the facility available as per the printed schedule.

9.2 The Town shall provide the Contractor with a list of permitted vehicles. Under no circumstances shall the Contractor allow entry by an unauthorized vehicle unless a substitute vehicle is authorized in writing by the Town. Violations of this section shall be deducted from the monthly invoice.

9.3 The Town shall pay the Contractor on a monthly cycle as described in section 6 of the bid.

10.0 SINGLE STREAM RECYCLABLES COMPOSITION & QUANTITY

10.1 Recyclables Composition. Single stream recyclables generated by the Town and households within the Town consist of the following components that are permitted by the IMA:

- Aluminum: Cans, beverage and food containers, foil, and pie pans.
- Books: Hardbound (with the cover torn off and discarded), paperback and text books.
- Cardboard: Paperboard boxes corrugated boxes, egg containers, food boxes (including cereal boxes and pizza boxes), frozen food packaging, mailing boxes and shoe boxes.
- Glass containers: Bottles and jars (brown, clear or green) used for food, liquids, beverages, soda, and water.
- Metal Containers: beverage and food containers, aluminum, tin, steel, iron.
- Paper: All colors and types of un-waxed paper including catalogs, folders, junk mail, magazines, mixed paper, newspaper (all types), non-metallic wrapping paper, office papers, printer paper, school papers and shredded paper.
- Plastic containers (#1-7): Bottles, detergent/bleach bottles, juice bottles, milk jugs, soda bottles, water bottles, wide-mouthed containers such as cottage cheese, margarine, mayonnaise, sour cream and yogurt containers, drinking cups and prescription bottles including lids and caps.
- Rigid Plastics: include milk/soda crates, buckets, laundry baskets, plastic lawn furniture, plastic drums, coolers, plastic flower pots, watering cans, large water cooler bottles, pallets, pet carriers, shelving, closet organizers and unwanted garbage cans (empty).
- Spray cans: All empty aerosol cans. Steel Cans, Tin Cans, Aluminum foil. Waxed cartons used for liquids such as juices, milk or soups.

Pursuant to the terms of the IMA Single Stream format consists of unprocessed Recyclable Materials that shall contain at least forty-five (45%) percent fiber (cardboard and newspaper) by weight, shall not contain more than twenty (20%) percent glass by weight and shall not contain more than ten(10%) percent Unacceptable Material.

10.2 Recyclables Quantity. The Contractor must be able to accommodate Town generated single stream recyclables on a twelve (12) month basis. It is projected that the Town could deliver a weekly average ranging from 0 tons per day (1 day per week) up to 400 tons per day (1 day per week). Under this agreement, the Contractor may be required to process up to a maximum of 17,000 tons per year. The Town of Huntington reserves the right to determine the quantities to be processed under this agreement.

11.0 OPERATIONAL REQUIREMENTS

11.1 Location and Access. The contractor must have all licenses, insurances and permits required by Federal, State, and Local jurisdictions. The Contractor shall allow unrestricted access to the Contractor's facility by designated Town personnel to inspect, monitor or review operations.

11.2 Hours of Operation. Hours of operation of the transfer station must be from 6:00 AM to 5:00 PM on TOH designated curbside recycling collection days. The Town will provide the Contractor with a listing of the actual collection/delivery dates prior to the first week of each new year. The Town may occasionally require that the Contractor provide services beyond the hours of 6:00 AM to 5:00 PM on TOH designated recycling collection days. The Contractor will be compensated for such operation at the dollar per ton price bid.

11.3 Weigh Scale. The Contractor will provide for operation of a weigh scale system at the Contractor's transfer facility during the term of this Contract. All vehicles must be weighed upon entering and leaving the site. Weighing will include recording the Carter's name, material, vehicle identification (license plate number), gross and tare weight, time, and date. Upon request, the Contractor will provide the Town with a duplicate of all weigh scale records signed by each authorized vehicle's driver, in the event of a dispute for determining unit price payments due to the Contractor under this Contract.

The Contractor shall keep recyclables quantity records on the tonnage received from the Town, and amounts transported to TOB MRF. This information and data is vital for the Town to receive credit relative to their Recycling Plan goals.

11.4 Hauling Vehicles and Transport. The Contractor shall provide and maintain sufficient vehicles of adequate design and capacity to transport TOH single stream recyclables to the TOB MRF. The TOB MRF will accept these materials during the hours of operation designated in the IMA which are 7:00 am - 3:30 pm on Monday, Tuesday, Thursday and Friday; and 7:00 am -12:00 pm Saturday, except holidays.

Hauling vehicles must be suitable for the transport of single stream recyclables. The Contractor shall determine the specific type and number of vehicles to be used. Such vehicles, however, must be compatible with the scales at the TOB MRF, as well as the TOB MRF site conditions, and must meet the following requirements:

1. The Contractor shall utilize top loading, vehicles capable of meeting any height clearance limitations of the TOB MRF.

2. The Contractor shall provide for heavy duty tarp covering of vehicle while in transit.

3. The Contractor shall comply with all procedures and rules at the TOB MRF (See exhibit A)

The Contractor shall ensure that the vehicles present a neat and sanitary appearance. Loaded vehicles shall meet all applicable rules and regulations for over-the-road travel on all roads over which they travel. Moreover, transport equipment shall be (1) designed to preclude spillage, (2) loaded within their design capacity and New York State Department of Transportation regulations, (3) well maintained in good working order and (4) registered with the State of New York Department of Motor Vehicles or equivalent state agency. All transport equipment shall display a current, valid inspection sticker from the New York State Department of Motor Vehicles. The Contractor will promptly remove from use any transport equipment/vehicle that does not conform to these requirements and replace it with an acceptable unit.

The bidder shall clearly indicate at the request of the Town, the quantity and type of transport equipment it plans to use, their availability date, state of repair, and that such units are compatible with the TOB MRF weigh scales and site conditions, and New York State DOT regulations. The bidder shall clearly indicate where and how it will maintain these units, and what source of reserve units is available to complement emergency conditions and delivery requirements. The Contractor shall maintain its own off-site maintenance shop facilities for servicing the transport equipment unless it elects to subcontract for these services.

12.0 CONTRACT DURATION

The term of this Agreement shall be for a period of (1) year commencing January 1, 2017 and expiring on December 31, 2017. By mutual consent of each party, this agreement may be extended for two (2) additional one (1) year periods at the same terms and conditions and the same or reduced prices and upon such other terms and conditions as may be acceptable to the Town Attorney.

.

13.0 PRICES

If a like quantity of any item in this BID is sold to any Political subdivision, School District, Fire District or any agency of the State of New York at a greater discount or lower price than the prices quoted herein, the price of the Town of Huntington shall be reduced to that lower price.

14.0 WAGE RATES

The wage rates used to develop the cost estimate for this job and the rate to be paid by the successful bidder are to be in conformity with the rates established with the NYS Department of Labor for the categories of labor that are involved.

Please review the attached prevailing wage documentation. The reference number is PRC# 2016901075

EXHIBIT A
TOB MRF WEIGH PROCEDURE/RULES

At the Scale House all drivers shall:

1. Approach scales SLOWLY.
2. Report to scale house operator and identify origin as Town of Huntington, and material type as Single Stream Material.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

On the Tip Floor all drivers shall:

1. Wait for operator's OK to enter tip floor for dumping.
2. Wear all required OSHA safety gear when driver and/or helper exits the cab.

Yard Rules:

1. Driver shall maintain safe speeds while traveling within the Landfill complex and the Facility. Driver shall obey all posted speed limits.
2. Driver shall not allow litter to be discharged from the truck body or cab.
3. Driver shall not loiter in the yard.

BID PROPOSAL
TOWN OF HUNTINGTON
DEPARTMENT OF AUDIT & CONTROL
PURCHASING DIVISION
100 MAIN STREET
HUNTINGTON, NEW YORK 11743
TEL: (631) 351-3177 FAX: (631) 351-2833
http://huntingtonny.gov

_____
BIDDERS NAME

_____
ADDRESS

_____
CITY, STATE ZIP

_____
TELEPHONE FAX

_____
EMAIL ADDRESS

DEPT OF PURCHASING
TOWN OF HUNTINGTON
100 MAIN STREET
HUNTINGTON, N Y 11743

Dear Sir:

In compliance with your advertisement for bids to be opened _____and subject to all conditions thereof, the undersigned hereby proposes to furnish and deliver the supplies and/or services itemized in this proposal in accordance with the Notice to Bidders, General Information, Conditions and Specifications contained herein for the following prices. All prices quoted shall be F.O.B. Huntington. For delivery locations outside the Town of Huntington, at the contractor's option, shipping costs from the contractor's address (as stated in the bid) may be added to invoice with a copy of the freight bill. Shipping Costs are to be prepaid by the contractor and such orders are to be shipped on an F.O.B. destination basis.

SINGLE STREAM RECYCLABLES TRANSFER AND TRANSPORT
Bid No. TOH 16-10R-055

BID No. TOH 16-10R-055
BIDDER'S COMPANY NAME:_____

ITEM	DESCRIPTION	PRICE PER TON*
1.	Price per ton for transfer and transport of residential single stream recyclables as per the bid specifications	$ (In Numerals)
	_____Dollars and _____ Cents. (IN WORDS)	

*TON equals 2,000 lbs.

Address of Transfer Station:

_____

_____

_____

Bid No. TOH 16-10R-055

No verbal changes to, or verbal clarifications or verbal communications of any kind relating to any bid specification are binding upon the Town. No employee, agent, consultant or representative purporting to be acting on behalf of the Town is authorized to make such communications. All questions regarding the content of any bid documents must be submitted in writing to the Purchasing Department. If appropriate, responses will be made in the form of addenda, to all parties of interest.

Bidder acknowledges receipt of Notice to Bidders, Standard Terms and Conditions, and Special Instructions to Bidders.

Respectfully Submitted,

_____

Company

_____

Signed By

_____

Print Name Title

This agreement must be signed by bidder in order for this bid to be considered as a conforming response.

After the opening of bids, the placing of an order by the Director of Purchasing of the Town of Huntington, New York, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Town of Huntington, and the bidder for supplying the materials and/or services herein described in accordance with the terms of this proposal and at the prices named herein. Unless otherwise indicated this contract will expire on **December 31, 2017.**

SINGLE STREAM RECYCLABLES TRANSFER AND TRANSPORT
Bid No. TOH 16-10R-055

Legal name of person, firm or corporation submitting this bid.

_____
Signed by

_____
Address

_____
City State Zip

IF A CORPORATION (FIRM)
President (member)

_____
Name

_____
Address

Vice-President (member)

_____
Name

_____
Address

Secretary (member)

_____
Name

_____
Address

Treasurer (member)

_____
Name

_____
Address

SPOTA BILL

(For contracts advertised or solicited after 4/27/08)

- Requires the Department of Jurisdiction to collect and maintain payroll records for five years from the date of completion of the work.

- Requires the Department of Jurisdiction to designate in writing an individual in their employ to be responsible to collect certified payrolls and review for facial validity. This person's name must be posted in a conspicuous location at the project site.

- A contractor that willfully fails to file payroll records to the Department of Jurisdiction shall be guilty of a Class E felony and subject to a civil penalty of up to $1,000 per day.

- The filing of payrolls to the Department of Jurisdiction is a condition of payment.

- Willful underpayments can be punished as a criminal offense ranging from a Class A misdemeanor for an underpayment less than $25,000 to a Class C felony where the amount exceeds $500,000. Second violators within a 5-year period would be required to surrender their profits and would forfeit their right to receive further payment on the project.

RETURN THIS PAGE IF YOU ARE SUBMITTING A "NO BID"

STATEMENT OF NO BID

Re: SINGLE STREAM RECYCLABLES TRANSFER AND TRANSPORT
Bid No. TOH 16-10R-055

Attention Prospective Bidder:

In the event your firm declines to bid, please advise this office to that effect by completing the following and returning via fax to (631) 351-2833 or email to purchasing@huntingtonny.gov.

We, the undersigned, have declined to bid for the following reasons (please check all that apply):

_____ We do not offer this product / service.

_____ Our work schedule would not permit us to perform.

_____ We are unable to meet specifications.

_____ We do not have a representative in this area.

_____ We are unable to meet your bond requirements.

_____ Other:_____

_____ Please remove our firm from the Town's bidders list.

_____ Please keep our firm on the Town's bidders list

Company Name:_____

Address:_____

Authorized Representative (print):_____

Title: _____

Signature:_____Date:_____

Telephone Number: _____Fax:_____

E-mail: _____

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Huntington

Denise Gallo, Purchasing Agent
100 Main Street
Purchasing Dept
Huntington NY 11743

Schedule Year	2016 through 2017
Date Requested	09/15/2016
PRC#	2016901075

Location	Town of Huntington
Project ID#	TOH 16-10R-055
Occupation Type(s)	Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

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 ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer[1]. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

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 rate. 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 his 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 provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage 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.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

[1] The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

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 project's 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 of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Huntington

Denise Gallo, Purchasing Agent
100 Main Street
Purchasing Dept
Huntington NY 11743

Schedule Year	2016 through 2017
Date Requested	09/15/2016
PRC#	2016901075

Location	Town of Huntington
Project ID#	TOH 16-10R-055
Occupation Type(s)	Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____ Occupation(s): _____

Approximate Starting Date: ____/____/____ _____

Approximate Completion Date: ____/____/____ _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.

- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.

- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

(Art9Notice 7.11)

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

Suffolk County Article 9

Trash and Refuse Removal 09/01/2016

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

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
For use with Transfer Station Operation.

Per hour:	07/01/2016
Indus. Truck Driver/Tractor Operator	$ 19.98
Laborer/ non-construction	$ 14.30
Conveyor operators and tenders	$ 18.07
Weighers/Measurers	$ 15.36

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: $ 1.75

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 09/01/2016

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

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:
Effective Period: 07/01/2016

MEDICAL WASTE REMOVAL

Driver (Chauffeur)	$ 20.47
Helper	16.72
Tractor Trailer Driver	22.97

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
The following is required addition to the wages.

07/01/2016

Rate per Hour: $ 11.32

Vacation:

1 year of service but less than five years	(10) days
5 years of service but less than ten years	(15) days
10 years of service	(16) days
11 years of service	(17) days
12 years of service	(18) days
13 years of service	(19) days
14 years of service	(20) days
20 years of service	(21) days
21 years of service	(22) days
22 years of service	(23) days
23 years of service	(24) days
24 years of service	(25) days

Hired prior to 12/01/1991	11 days off with pay
Hired after 12/01/1991	10 days off with pay

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, S) on OVERTIME PAGE
Overtime Description:

The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

HOLIDAY
Paid: See (5, 6, 25) on HOLIDAY PAGE

10-813 MW

Trash and Refuse Removal 09/01/2016

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

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
COMMERCIAL WORK (includes: front, rear loading and roll-off trucks) per hour worked

	07/01/2016	07/01/2017
DRIVERS:	$ 24.05	$ 24.05
HELPER:	23.87	23.87

RESIDENTIAL: (curbside, loose bag and others)

DRIVERS:	$ 19.85	$ 19.85
HELPERS:	17.25	17.25

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
Supplements (per hr worked paid up to 40 hrs a week)

07/01/2016	07/01/2017
$ 11.64	$ 11.84

Additional (per hr worked paid up to 40 hrs a week)

Vacation Days

First Year	Prorated at 1/12 for each month of service
1 yr but less than 3	1 week
3 yrs but less than 5	2 weeks
5 plus years	3 weeks

Sick Days

First 6 months	2 days
6 months to 1 year	Additional 1 day for each 2 months worked
After 1 year	6 days

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
Note - Double time and half the hourly rate on Sunday, if worked.

HOLIDAY

Paid:	See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Note - Must work the regularly scheduled day before and two regularly scheduled days after.

10-813

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

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 07/19/2016

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020