

# **COUNTY OF ALBANY**

## **REQUEST FOR BIDS VARIOUS ALBANY COUNTY FACILITIES**



**RFB #2023-108**

### **RUBBISH REMOVAL AND RECYCLING SERVICES**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
PAMELA O NEILL, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION  
112 STATE STREET, ROOM 1000, ALBANY, NY 12207  
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: RUBBISH REMOVAL AND RECYCLING SERVICES  
RFB NUMBER: 2023-108

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O Neill  
Purchasing Agent  
County of Albany  
112 State Street, Room 1000  
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN  
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL  
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: County Waste & Recycling Service, Inc.  
Address: 1927 Route 9, PO Box 431  
City: Clifton Park State: NY Zip Code: 12065  
Contact Person: Duane Hromada  
Title: Sales Manager  
Phone Number: 518-877-2335 Fax Number: 518-877-7337 E-Mail: Duane.Hr@wcnx.org

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☒ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: \_\_\_\_\_ E-Mail: Dawn.Palmieri@wasteconnections.com

**NOTICE TO BIDDERS -- ALBANY COUNTY**  
**REQUEST FOR BIDS #2023-108**

Sealed Bids for Rubbish Removal and Recycling Services as requested by Various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, October 5, 2023.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, September 21, 2023**

Pamela O Neill  
Purchasing Agent

Dated: Albany, New York  
September 8, 2023

PUBLISH ONE DAY – Thursday, September 21, 2023 -- THE EVANGELIST  
PUBLISH ONE DAY – Thursday, September 21, 2023 -- THE TIMES UNION

**COUNTY OF ALBANY**  
**REQUEST FOR BIDS**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**BID DISTRIBUTION- *IMPORTANT NOTICE***

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

**SECTION 1: BID IDENTIFICATION**

- 1.1 Title: **Rubbish Removal and Recycling Services**
- 1.2 Requesting Department: **Various Albany County Facilities**
- 1.3 Bid Number: **2023-108**

**SECTION 2: PURPOSE**

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Rubbish Removal and Recycling Services** as requested by **Various Albany County Facilities**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto. *USE ONLY FOR OVER \$100,000*

**SECTION 3: BIDDING DOCUMENTS**

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

#### **SECTION 4: SUBMISSION OF BIDS**

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, OCTOBER 5, 2023**, at the following address:

Pamela O Neill  
Albany County Purchasing Agent  
112 State Street, **Room 1000**  
Albany, NY 12207

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

#### **SECTION 5: TERM OF BID**

- 5.1 The bid shall be for the period of **Three Years** from the date of award to date ending. Prices shall remain firm for the entire bid period.

#### **SECTION 6: BID SECURITY**

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Thousand Dollars (\$5,000.00) in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required

Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

## **SECTION 7: QUALIFICATION OF BIDDER**

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing rubbish removal and recycling services.
- 7.5 Bidder must include at least five customer references.

## **SECTION 8: SECTION NOT IN USE**

## **SECTION 9: DISQUALIFICATION**

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
  - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
  - (c) Bidder's default under previous contracts with the County.
  - (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

## **SECTION 10: PREVAILING WAGE**

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 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 five (5) 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, Classification(s) in which the worker was employed,

Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

## **SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE**

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

## **SECTION 12: BID FORM**

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

### **SECTION 13: EQUIVALENT GOODS**

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

### **SECTION 14: SPECIFICATION CLARIFICATION**

- 14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill  
Albany County Purchasing Agent  
112 State Street, **Room 1000**  
Albany, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: [pamela.oneill@albanycountyny.gov](mailto:pamela.oneill@albanycountyny.gov)

- 14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

### **SECTION 15: BID EVALUATION**

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and

(c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

#### **SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

#### **SECTION 17: AWARD OF BID**

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the

Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

## **SECTION 18: PERFORMANCE BOND**

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent of the Total Bid Amount (100%)** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

## **SECTION 19: INSURANCE REQUIREMENTS**

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

## **SECTION 20: INDEMNIFICATION**

20.1 The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

## **SECTION 21: REMEDY FOR BREACH**

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

## **SECTION 22: DELIVERY AND PAYMENT**

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Payment will be made upon the submission of a completed Albany County Claim Form.

22.3 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

**SECTION 23: CASH DISCOUNT**

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

***MAY BE REQUIRED ON SOME BIDS***

**SECTION 24: SECTION NOT IN USE**

**SECTION 25: MACBRIDE PRINCIPLES**

25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

## **SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT**

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

## **SECTION 27: SECTION NOT IN USE**

## **SECTION 28: SECTION NOT IN USE**

## **SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS**

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is

the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

29.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

### **SECTION 30: SECTION NOT IN USE**

### **SECTION 31: INTERPRETATION**

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

### **SECTION 32: NON APPROPRIATIONS CLAUSE**

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

### **SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT**

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

#### **SECTION 34: STORMWATER MANAGEMENT PROGRAM**

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation

Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

**SECTION 35: SECTION NOT IN USE**

## **ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES**

### **SPECIFICATIONS**

**RFB-2023-108**

#### **RECYCLING**

Albany County is seeking the services of a qualified contractor for the removal of recyclable materials on a recurring basis from all Albany County Facilities. The cost of these services shall include collection containers and will be provided based on the services of commingled single stream. The materials commingled single stream recycling as described below:

- Aluminum cans, plastic containers, glass containers (clear, brown and green), cardboard and tin/steel cans.
- Mixed office paper (see definition below), newspaper, shredded paper, magazines/glossy materials and hardback books.

**DEFINITIONS:** As used in this contract, the following terms shall have the meanings indicated below:

- **COLLECTION CONTAINER:** A receptacle, including lids that protect, contain, and store recyclable materials.
- **COMMINGLED:** Mixed recyclable materials of several types that are collected together.
- **RECYCLABLE MATERIALS:** Material that has been recovered or diverted from the non-hazardous solid waste stream for purposes of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

**Contractor Requirements:** The contractor shall:

1. Provide a primary point of contact.
2. Provide an implementation and delivery schedule of containers for each location listed within this RFB, within two business days of the award, or an agreed upon date.
3. Provide extra pick up trips on an as needed basis as requested by Albany County Facilities.
4. Have and maintain all applicable permits required to be in compliance with Federal, State and locals laws, regulations and ordinances.
5. The contractor shall be solely responsible for any disposal costs associated with the collection of the Recyclables.
6. The contractor shall specify which recyclables can be commingled together in the recycling bins at the source of collection (i.e. all paper, or etc.).

## ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES

### SPECIFICATIONS

RFB-2023-108

#### RECYCLING

7. The contractor shall have the capability to provide recycling containers, the quantity; size, design and location of which shall be subject to approval by Albany County. All containers shall have a uniform design, durable, rust resistant and preferably have wheels.
8. The contractor shall furnish, set in place and maintain collection containers.
9. The contractor shall collect all recyclables from all designated locations on a regular and timely manner, frequently enough to ensure that they do not overflow the containers. The contractor shall maintain the established collection schedule making changes only as needed to increase efficiency without a decrease in quality of service.
10. The contractor shall report to Albany County whenever there is a need for planning and implementing any expansion to include additional recycling sites and/or recyclable materials.
11. The contractor shall provide updated schedules to Albany County every time there is an agreed-upon change.
12. The contractor shall ensure that all recycling containers are clearly labeled.
13. The contractor shall be responsible for keeping containers clean and for cleaning up any spills that may result from its collection activities.
14. The contractor shall collect, process, prepare and sell all specified recyclable materials to brokers or end-users, ensuring that the materials are actually recycled.
- 15. Bidders are responsible for verifying the size and type of containers currently at each location before submitting a bid.**

#### Reporting:

1. The contractor shall furnish to Albany County monthly reports, in an electronic spreadsheet format, due by the tenth (10<sup>th</sup>) of each month, which include details about:
  - a. The amount by weight, in units of pounds and tons, of all recyclables by type collected from each location.
  - b. The amount of contaminants/residues or non-recyclable materials collected including descriptions of the materials and means of disposal used.
  - c. Documentation of all work completed in the prior month.
2. The County of Albany may, on unannounced occasions, audit the collection, conveyance, and weighing procedures of the Contractor to assure that efficient operational practices are being maintained.

## **ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES**

### **SPECIFICATIONS**

**RFB-2023-108**

#### **RECYCLING**

##### **Education and Training:**

1. The contractor shall assist Albany County in educating employees about proper recycling procedures.
2. The contractor will designate one or more contact persons to answer questions from County facilities/employees. The contractor will work with Albany County representatives to coordinate collections, resolve problems, and develop improvements to the program.

#### **RUBBISH REMOVAL**

##### **GENERAL SCOPE OF WORK:**

1. The successful bidder(s) shall provide containers, where required, for the term of the contract, and shall provide rubbish pick-up service at the locations and schedules as indicated herein.
2. Prices for locations with containers shall be quoted as firm, fixed monthly fees based on the yardage of the location's specific container and the location's pickup schedule. Pickup prices for containers emptied upon request shall be quoted separately on a per pickup basis.
3. Pickup prices for locations with Alternative Storage Systems (no containers) shall be quoted as firm, fixed monthly fees based on pickup schedules indicated. If bid pricing is quoted based upon a maximum vardage or pickup weight, the bidder must so specify on the bid form and indicate the additional charge per vard or per pound which would apply if a given pickup exceeds the amount allowed.
4. All containers shall have a uniform design, durable, rust resistant and preferably have wheels.
5. The contractor shall be responsible for keeping containers clean and for cleaning up any spills that may result from its collection activities.

#### **VENDORS ARE RESPONSIBLE FOR VARIFYING CONTAINERS AND LOCATIONS**

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #1**

**Department of Social Services**  
162 Washington Avenue  
Albany, NY 12210

Rubbish Container(s): Eight (8) 90 Gallon Totes  
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Ten (10) 96 Gallon Container  
Removal Schedule: Weekly

**Location #2**

**Albany County Office Building**  
112 State Street  
Albany, NY 12207

Rubbish Container(s): Twelve (12) 90-Gallon Totes  
Keyless Access card provided by the County for pickup  
on 37 Howard Street  
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Twenty (20) 96 Gallon Container  
Keyless Access card provided by the County for pickup  
on 37 Howard Street  
Removal Schedule: Weekly

**Location #3**

**Albany County Court House**  
16 Eagle Street  
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon Totes  
Totes pickup on Columbia Street  
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Six (6) 96 Gallon Container  
Removal Schedule: Weekly

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #4**      **Albany County Justice Building**  
6 Lodge Street  
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon totes picked up on the loading dock  
of Chapel Street

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday  
Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): Four (4) 96 Gallon Container  
Removal Schedule: Weekly

**Location #5**      **Albany County Cooperative Extension**  
24 Martin Road  
Voorheesville, NY 12186

Rubbish Container(s): One (1) 10 Cubic Yard Refuse Container  
Removal Schedule: One (1) time per week: Friday between the hours of  
6:20 A.M. and 7:30 A.M.

Recycling Container(s): One (1) 4 Yard Container  
Removal Schedule: On Call

**Location #6**      **Albany County Probation**  
Mercantile Building  
60 South Pearl Street  
Albany, NY 12207

Rubbish Container(s): Two (2) 90 Gallon totes picked up near the loading dock on  
Rensselaer Street.

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): Four (4) 96 Gallon Container  
Removal Schedule: Weekly

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #7**                      **Albany County Health & Mental Health Departments**  
175 Green Street  
Albany, NY 12202

Rubbish Container(s):    One (1) 8 Cubic Yard Refuse Container  
Removal Schedule:        Two (2) Times per week: Monday and Thursday  
Prior to 7:00 A.M.

Recycling Container(s): Eight (8) 96 Gallon Container  
Removal Schedule:        Weekly

**Location #8:**                      **Board of Elections**  
260 South Pearl Street  
Albany, NY 12202

Rubbish Container(s):    One (1) 9 Cubic Yard Refuse Container  
Removal Schedule:        Two (2) Times per week: Monday and Thursday  
Prior to 7:00 A.M.

Recycling Container(s): Six (6) 96 Gallon Container  
Removal Schedule:        Weekly

**Location #9**                      **Albany County Hall of Records**  
95 Tivoli Street  
Albany, NY 12207

Rubbish Container(s):    One (1) 6 Cubic Yard Refuse Container **with lock.**  
Removal Schedule:        One (1) Time per week: Friday between the hours of  
6:20 A.M. and 7:30 A.M.

Recycling Container(s): None  
Removal Schedule:        N/A

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #10**      **Shaker Nursing and Rehabilitation Center**  
780 Albany Shaker Road  
Albany, NY 12211

Rubbish Container:      One (1) 30 Cubic Yard Self Contained Sealed  
Refuse Container  
Removal Schedule:      Every Thursday

Recycling Containers:      One (1) 35 yd. Compactor  
Five (5) 55 Gallon Totes  
Removal Schedule:      On Call

**Location #11**      **Albany County Correctional Facility**  
840 Albany Shaker Road  
Albany, NY 12211

Rubbish Containers:      One (1) 30 Cubic Yard Self Contained Sealed  
Refuse Compactor

SHIP Location: One (1) 8 Cubic Yard Dumpster

Removal Schedule:      Every Friday between 10:00 A.M. and 12:00 P.M.

Recycling Container:      One (1) 35 yd. Compactor  
One (1) Gaylord Type Pallet sized  
Removal Schedule:      Weekly

**Location #12**      **Albany County Hockey Facility**  
18 Hockey Lane  
Albany, NY 12211

Rubbish Container:      One (1) 6 Cubic Yard Refuse Container  
Removal Schedule:      Two (2) times per week: Monday and Thursday early A.M.

Recycling Container:      None  
Removal Schedule:      N/A

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

**Location #13**      **Albany County Family Court**  
30 Clinton Ave.  
Albany, NY 12207

Rubbish Container:      One (1) 8 Cubic Yard Refuse Dumpster  
Removal Schedule:      Two (2) times per week: Tuesday and Friday prior to 7:00 a.m.

Recycling Container:      One (1) 8 Yard Container – Quantity  
Removal Schedule:      1 x per week

**Location #14**      **Albany County Water Purification District North**  
1 Canal Road South  
Menands, NY 12204

Rubbish Container:      None

Recycling Container:      Four (4) 96 Gallon Container  
Removal Schedule:      1 x per month

**Location #15**      **Albany County Water Purification District South**  
Church Road, Port of Albany  
Albany, NY 12201

Rubbish Container:      None

Recycling Container:      Two (2) 96 Gallon Container  
Removal Schedule:      1 x per month

**Location #16**      **Albany County Department of Public Works**  
449 New Salem Road  
Voorheesville, NY 12186

Rubbish Container:      One (1) 4 cubic yard  
Removal Schedule:      Every week.

Recycling Container:      One (1) Voorheesville – 6 cubic Yard Container  
Removal Schedule:      Every other week.

Rubbish Container:      Seasonal Lawson's Lake -One (1) 6 Cubic Yard Dumpster  
Removal Schedule:      1 x per week May 1<sup>st</sup> through October 1<sup>st</sup>.

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #17**

**Albany County Sheriff's Office**  
58 Verda Avenue  
Clarksville, NY 12041

Rubbish Container: One (1) 6 Cubic Yard Dumpster  
Removal Schedule: 1 x week

Recycling Container: One (1) 6 Cubic Yard Container  
Removal Schedule: 1 x week.

**Location #18**

**Albany County Sheriff's EMS Station Rensselaerville**  
380 Fox Creek Road  
Medusa, NY 12120

Rubbish Container: One (1) 96 Gallon Container  
Removal Schedule: Weekly

Recycling Container: One (1) 96 Gallon Container  
Removal Schedule: Weekly

**Bid #2023-108 Recycling Containers Currently in Use**

<b>Department</b>	<b>Building Location</b>		<b>Container Type &amp; Quantity</b>	<b>Pickup Frequency</b>
Office Building	112 State St.	Albany, NY 12207	96 Gallon Caddie - 20	Weekly
Social Services	162 Washington Ave.	Albany, NY 12207	96 Gallon Caddie - 10	Weekly
Hall of Records	95 Tivoli St.	Albany, NY 12207	NONE	
Health & Mental Health	175 Green St.	Albany, NY 12202	96 Gallon Caddie - 8	Weekly
Board of Elections	224 South Pearl St.	Albany, NY 12202	96 Gallon Caddie - 6	Weekly
Mercantile Building	60 S. Pearl St.	Albany, NY 12207	96 Gallon Caddie - 4	Weekly
Water Purification District North	1 Canal Rd. South	Menands, NY 12204	96 Gallon Caddie - 4	1 x per month
Water Purification District South	Church Road	Albany, NY 12201	96 Gallon Caddie - 2	1 x per month
Public Works	449 New Salem Rd.	Voorheesville, NY 12186	6 cubic yd Container	1 x per month
Court House	16 Eagle St.	Albany, NY 12207	96 Gallon Caddie - 6	Weekly
Judicial Center	6 Lodge St.	Albany, NY 12207	96 Gallon Caddie - 4	Weekly
Family Court	30 Clinton Ave.	Albany, NY 12207	8 Yard Container -1	1 x per week
Sheriff's Office	58 Verda Ave.	Clarksville, NY 12041	6 Cubic Yard Container-	1 x per month
Sheriff's EMS Station	380 Fox Creek Road	Medusa, NY 12120	96 Gallon Caddie - 1	Weekly
Shaker Nursing and Rehabilitation	780 Albany Shaker Rd.	Albany, NY 12211	35 yd Compactor Self Contained - 2 Gallon Totes - 5	On call
Correctional Facility	840 Albany Shaker Rd.	Albany, NY 12211	35 yd Compactor Self Contained - 2 Gaylord Tuple Pallet	On call
Hockey Facility	830 Albany Shaker Rd.	Albany, NY 12211	Sized - 1 none	
Cooperative Extension	Martin Rd.	Voorheesville, NY 12186	4 yd Container	On call

**This should be verified by bidders before submitting your bid.**

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: **Rubbish Removal and Recycling Services**  
Bid Number: **2023-108**

### THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 1000  
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- ✓ (a) Non-Collusive Bidding Certificate (Attachment "A")
  - ✓ (b) Acknowledgment by Bidder (Attachment "B")
  - ✓ (c) Vendor Responsibility Questionnaire (Attachment "C")
  - ✓ (d) Iranian Energy Divestment Certification (Attachment "D")
  - ✓ (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
  - ✓ (f) Bidder Qualification Questionnaire (Attachment "F")
  - ✓ (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- County Waste & Recycling Service, Inc.
- 1927 Route 9, PO Box 431
- Clifton Park, NY 12065
- Phone: 518-877-2308
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

Bid Form RFB-2023-108 Rubbish Removal and Recycling Services

<b>Location #1</b>	<b>Department of Social Services</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>500.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>75.<sup>00</sup></u>
	Total Cost/Month Both	\$ <u>575.<sup>00</sup></u>
<b>Location #2</b>	<b>Albany County Office Building</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>750.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>150.<sup>00</sup></u>
	Total Cost/Month Both	\$ <u>900.<sup>00</sup></u>
<b>Location #3</b>	<b>Albany County Court House</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>500.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>45.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>545.<sup>00</sup></u>
<b>Location #4</b>	<b>Albany County Justice Building</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>500.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>30.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>530.<sup>00</sup></u>
<b>Location #5</b>	<b>Cooperative Extension</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>216.50</u>
	Recycling Cost/Month	\$ <u>50.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>249.41</u>
<b>Location #6</b>	<b>Albany County Probation</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>125.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>30.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>155.<sup>00</sup></u>
<b>Location #7</b>	<b>Albany County Health/Mental Health</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>346.40</u>
	Recycling Cost/Month	\$ <u>60.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>406.40</u>
<b>Location #8</b>	<b>Board of Elections</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>346.40</u>
	Recycling Cost/Month	\$ <u>45.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>391.40</u>
<b>Location #9</b>	<b>Albany County Hall of Records</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>129.90</u>
	Total Cost/Month All Services	\$ <u>129.90</u>

Bid Form RFB-2023-108 Rubbish Removal and Recycling Services

<b>Location #10</b>	<b>Shaker Place Rehabilitation and Nursing Center</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>3100.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>825.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>3925.<sup>00</sup></u>
<b>Location #11</b>	<b>Albany County Correctional Facility</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>CP- 3100.<sup>00</sup> / 848 - 173.20</u>
	Recycling Cost/Month	\$ <u>825.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>4098.20</u>
<b>Location #12</b>	<b>Albany County Hockey Facility</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>259.80</u>
	Recycling Cost/Month	\$ <u>—</u>
	Total Cost/Month All Services	\$ <u>259.80</u>
<b>Location #13</b>	<b>Albany County Family Court</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>346.40</u>
	Recycling Cost/Month	\$ <u>131.63</u>
	Total Cost/Month All Services	\$ <u>478.03</u>
<b>Location #14</b>	<b>Albany County Water Purification District North</b>	<b>Cost/Month or Cost/Request</b>
	Recycling Cost/Month	\$ <u>8.15</u>
	Total Cost/Month All Services	\$ <u>8.15</u>
<b>Location #15</b>	<b>Albany County Water Purification District South</b>	<b>Cost/Month or Cost/Request</b>
	Recycling Cost/Month	\$ <u>4.07</u>
	Total Cost/Month All Services	\$ <u>4.07</u>
<b>Location #16</b>	<b>Albany County Public Works</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month Lawsons Lake	\$ <u>448 - 86.60 / Lawsons Lake - 129.90</u>
	Recycling Cost/Month	\$ <u>49.36</u>
	Total Cost/Month All Services	\$ <u>265.86</u> <i>in season only.</i>
<b>Location #17</b>	<b>Albany County Sheriff's Office Clarksville</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>TR - 129.90 / SSR - 98.72</u>
	Total Cost/Month All Services	\$ <u>228.62</u>
<b>Location #18</b>	<b>Sheriff's EMS Station Rensselaerville</b>	<b>Cost/Month or Cost/Request</b>
	Rubbish Cost/Month	\$ <u>40.<sup>00</sup></u>
	Recycling Cost/Month	\$ <u>20.<sup>00</sup></u>
	Total Cost/Month All Services	\$ <u>60.<sup>00</sup></u>
<b>All Locations</b>	Credit for Recycling of Cardboard per pound	\$ <u>Ø</u>

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: Rubbish Removal and Recycling Services  
Bid Number: 2023-108

COMPANY: County Waste & Recycling Service, Inc.  
ADDRESS: 1927 Route 9, PO Box 431  
CITY, STATE, ZIP: Clifton Park, NY 12065  
TEL. NO.: 518-877-2308  
FAX NO.: 518-877-7337  
FEDERAL TAX ID NO.: 14-1732636  
REPRESENTATIVE: Chris Harrison  
E-MAIL: Christopher.Harrison@wasteconnections.com  
SIGNATURE AND TITLE: Chris Harrison  
DATE: 10/4/23

BF5

**ATTACHMENT "E"**

**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: County Waste & Recycling Service, Inc.

Address: 1927 Route 9, PO Box 431  
Clifton Park, NY 12065

Phone Number(s): 518-877-2308

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Rubbish & Recycling Collection

Description of where the work is to be performed within Albany County facilities:

Exterior of all Facilities in Rubbish & Recycling area's.

Chris Harrison  
Signature

Chris Harrison  
Printed Name

District Manager  
Title

10/4/23  
Date

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 33 years years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Warren County Facilities,  
Julie Butler 518-761-6538

2. Ulster County Buildings  
Martin 845-334-5033

3. Town of Stillwater  
Valerie 518-664-8338

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Warren County Facilities

50% Complete

Ulster County Facilities

70% complete

Rensselaer County Buildings

90% complete

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

- Evergreen National Indemnity Co. - Kathie Price (440) 229-3420

6140 Parkland Blvd, Suite 321, Mayfield Heights, OH 44124

- Bank of America Fax inquiries only (415) 343-9301

100 Federal St, Boston MA 02110

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

County Waste & Recycling Service, Inc.  
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1929 Route 9, Clifton Park,  
NY 12065

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

See attached

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

11. Is your firm qualified to do business in the State of New York? Yes X No \_\_\_\_.  
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

County Waste & Recycling Service, Inc.  
Firm

Dated: 10/4/23

By Chris Harrison

Chris Harrison  
(Typed)



# Financial Statements

Period Ending	Dec 31, 2022	Dec 31, 2021	Dec 31, 2020	Dec 31, 2019
<b>Total Revenue</b>	<b>7,211,859</b>	<b>6,151,361</b>	<b>5,445,990</b>	<b>5,388,679</b>
Cost of Revenue	4,336,012	3,654,074	3,276,808	3,198,757
<b>Gross Profit</b>	<b>2,875,847</b>	<b>2,497,287</b>	<b>2,169,182</b>	<b>2,189,922</b>
<b>Operating Expenses</b>				
Research Development	--	--	--	--
Selling General and Administrative	696,467	612,337	537,632	546,278
Non Recurring	--	--	--	--
Others	918,960	813,009	752,404	743,918
Total Operating Expenses	1,615,427	1,425,346	1,290,036	1,290,196
<b>Operating Income or Loss</b>	<b>1,260,420</b>	<b>1,071,941</b>	<b>879,146</b>	<b>899,726</b>
<b>Income from Continuing Operations</b>				
Total Other	(15,076)	(141,319)	(468,110)	(56,244)
Income/Expenses Net				
Earnings Before Interest And Taxes	1,251,294	933,538	416,289	853,259
Interest Expense	202,331	162,796	162,375	147,368
Income Before Tax	1,048,963	770,742	253,914	705,891
Income Tax Expense	212,962	152,253	49,922	139,210
Minority Interest	4,946	4,607	4,165	4,850
Net Income From Continuing Ops	836,001	618,489	203,992	566,681
<b>Non-recurring Events</b>				
Discontinued Operations	--	--	--	--
Extraordinary Items	--	--	--	--
Effect Of Accounting Changes	--	--	--	--
Other Items	(339)	(442)	685	160
<b>Net Income</b>	<b>835,662</b>	<b>618,047</b>	<b>204,677</b>	<b>566,841</b>
Preferred Stock And Other Adjustments	--	--	--	--
<b>Net Income Applicable To Common Shares</b>	<b>835,662</b>	<b>618,047</b>	<b>204,677</b>	<b>566,841</b>

## Corporate Officers

---

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol “WCN”. County Waste & Recycling Service, Inc. is a wholly owned subsidiaries of Waste Connections US.

Waste Connections Dun and Bradstreet number is 799869474.

The following table list corporate officers of Waste Connections US along with our Regional Management.

<u>Name</u>	<u>Positions</u>
Ron Mittelstaedt	President / Chief Executive Officer
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
David Eddie	Senior Vice President – Performance Optimization
Colin Wittke	Senior Vice President – Sales and Customer Engagement
Jim M. Little	Executive Vice President – Engineering and Disposal
Eric O. Hansen	Vice President – Chief Information Officer
Susan R. Netherton	Vice President – People, Training & Development
Scott Johnson	Regional Vice President – Eastern Region
Patrick Shea	Executive Vice President – General Counsel and Secretary
Greg Thibodeaux	Vice President – Maintenance and Fleet Management
Robert Nielsen II	Senior Vice President – Operations
Jason Pratt	Vice President – Corporate Controller
Philip Rivard	Senior Vice President – Business Development
Joe Box	Vice President – Investor Relations
Andrea Click	Vice President - Tax
Michelle Little	Vice President – Community Affairs & Corporate Giving
Shawn Mandel	Vice President – Safety and Risk Management

The Waste Connections Board of Directors has an Executive Committee, an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. The Executive Committee is authorized to exercise all of the powers and authority of the Board of Directors in managing Waste Connections business and affairs, other than matters required by law to be approved by the stockholders.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	<b>CONTACT NAME:</b> Certificate Unit <b>PHONE (A/C, No, Ext):</b> (949)-474-1550 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> WCN Certs@epicbrokers.com																					
<b>INSURED</b> County Waste and Recycling Service, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 1709625802**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47346356	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10757332	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50723069 (AOS)	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the insured in connection with Project: Fireman's Home @ 125 Harry Howard Ave., Hudson, NY 12534-1601. Albany County. The Fireman's Association of the State of New York (FASNY) its employees, subsidiaries & authorized agents are additional insureds for General & Excess Liability on a primary non-contributory basis as required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

County of Albany  
112 State Street, Room 1000  
Attention: Karen Storm  
Albany NY 12207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ATTACHMENT "G"**  
**NON-INTERRUPTION OF WORK AGREEMENT**

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: County Waste & Recycling Service, Inc.

By: Chris Ham  
(Signature)

Chris Harrison  
(Typed)

Title: District Manager

Date: 10/4/23



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

Kayla Cronin, Specification Technician  
112 State Street  
Room 1000  
Albany NY 12207

Schedule Year 2023 through 2024  
Date Requested 09/19/2023  
PRC# 2023900950

Location Albany County  
Project ID# 2023-108  
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.

The Schedule is effective from July 2023 through June 2024. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

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 12226

**ATTACHMENT "A"**  
**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO**  
**SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Chin Ham  
Signature

District Manager  
Title

10/4/23  
Date

County Waste - Ulster, LLC  
Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

If Corporation:

STATE OF New York )  
COUNTY OF Saratoga ) SS.:

On this 4<sup>th</sup> day of October, 20023, before me personally appeared Chris Harrison to me known, who, being by me sworn, did say that he resides at (give address) 1927 Rte 9, Clifton Park NY 12065; that he is the (give title) District Manager of the (name of corporation) County Waste & Recycling Service, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

**DAWN M PALMIERI**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**Registration No. 01PA6408752**  
**Qualified in Saratoga County**  
**Commission Expires September 08, 2024**

Dawn Paulin  
Notary Public, State of New York  
Qualified in Saratoga County  
Commission Expires 9/8/24

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of \_\_\_\_\_ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

**ATTACHMENT "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME County Waste & Recycling Service, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1732636 b) DUNS # 799869474	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1927 Route 9 Clifton Park, NY 12065		7. TELEPHONE NUMBER 518- 877-2308	8. FAX NUMBER 518- 877-7337
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Chris Harrison Title District Manager Telephone Number 518-877-2308 Fax Number 518-877-7337 e-mail Christopher.Harrison@wasteconnections.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Chris Harrison	TITLE District Manager	b) NAME	TITLE
c) NAME Chris Morrill	TITLE Division Controller	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <span style="float: right;"> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No         </span>			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;">           a) An elected or appointed public official or officer?  <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 80%;">           b) An officer of any political party organization in Albany County, whether paid or unpaid?  <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No           </div> </div> </div>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup> : ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.



**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Chi Han  
Signature

District Manager  
Title

10/4/23  
Date

County Waste & Recycling Service, Inc.  
Company Name

**County of Albany**  
**Article SC19- Affirmative Action Plan**

**STATEMENT OF POLICY**

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

**ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law.** Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, 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; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a 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 the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys 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; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for 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.

## **ADMINISTRATION**

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

### **• CONTRACTOR'S RESPONSIBILITIES**

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

### **• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

### **• COMPLIANCE**

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

*The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.*

### **SANCTIONS**

#### **SC-19.5.1**

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

### **STANDARDS**

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

**A Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany  
Division of Affirmative Action  
MBE/WBE Compliance Forms



Daniel P. McCoy  
Albany County Executive

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

County Waste and Recycling Service, Inc.  
1927 Route 9  
Clifton Park, NY 12065

### OWNER:

(Name, legal status and address)

County of Albany  
112 State Street  
Albany, NY 12207

### SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
Mailing Address for Notices  
1411 Opus Place, Suite 450  
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5,000.00 Five Thousand Dollars and 00/100

### PROJECT:

(Name, location or address, and Project number, if any)

Rubbish Removal and Recycling Services

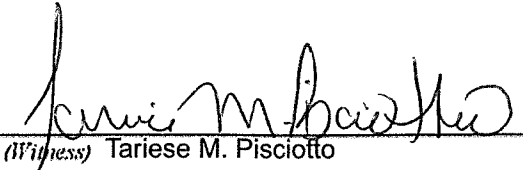
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of October, 2023

  
(Witness) Samantha Gordon

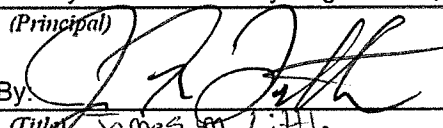
  
(Witness) Tariese M. Piscioffo

County Waste and Recycling Service, Inc.

(Principal)

(Seal)

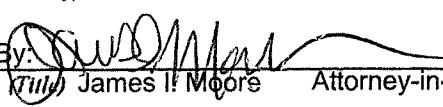
By:

  
(Title) James M. Little  
Executive Vice President - Engineering and Design  
Berkley Insurance Company

(Surety)

(Seal)

By:

  
(Title) James I. Moore Attorney-in-Fact



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore

Surety Bond No.: Bid Bond  
Principal: County Waste and Recycling Service, Inc.  
Obligee: County of Albany  
Amount of Bond: See Bond Form

HUB International Midwest Limited  
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

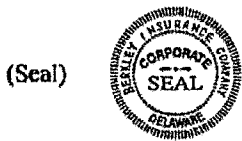
**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25<sup>th</sup> day of July, 2019.



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 25<sup>th</sup> day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MAFIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of October, 2023.

(Seal)



Vincent P. Forte

State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL,

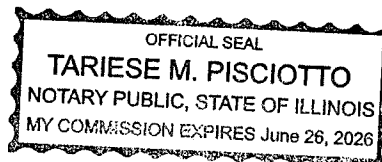
do hereby certify that James I. Moore Attorney-in-Fact, of the Berkley Insurance

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove, IL in said County, this 5th day of October, 2023.

  
\_\_\_\_\_  
Notary Public Tariese M. Pisciotto

My Commission expires: June 26, 2026



**COUNTY OF ALBANY**

**RUBBISH REMOVAL AND RECYCLING SERVICES**

**RFB-2023-108**

**ADDENDUM #1**

September 25, 2023

The following Addendum No. 1 consisting of Nine (9) pages (including this cover page) is hereby issued on the 25<sup>th</sup> day of September 2023, in connection with the Request for Bids # 2023-108 as requested by Albany County.

**COUNTY OF ALBANY**

**RFB-2023-108**

**ADDENDUM #1**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** The previous 2020 bid addendum #1 answered that Location 10 & 11, Shaker Nursing & the Correctional Facility had 1 compactor each not 2 for recycling, is that still true, the 2023 bid shows 2 recycling compactors again?

**RESPONSE # 1:** For Shaker Place Rehabilitation and Nursing Center: One trash compactor and one for recycling.

For the Correctional Facility: One trash compactor on site and one recycling compactor.

**ITEM #2:** Location 10, Are the (5) 55 gallon totes used internally or are they called in for service and how often?

**RESPONSE #2:** They have not been serviced in the past. Only when requested.

**ITEM #3:** Due to the flat monthly rate needed for the trash and recycling service for the Nursing Home and Correctional Facility, we are asking for the number of times hauled in the past year and the average weights of both the trash and recycling.

**RESPONSE #3:** For Shaker Place Rehabilitation and Nursing Center: They are both emptied once a week. Information about average weight is not available at this time.

For the Correctional Facility: They are emptied weekly. Information about the average weight is not available at this time.

**ITEM #4:** Location 11, How often is the 8yd dumpster dumped on site and what is the material? What is the Gaylord used for and how often is that dumped?

**RESPONSE #4:** The 8yd dumpster is emptied weekly.

**ITEM #5:** 2020 bid addendum #1 answered that for Current Location #16, Public Works 449 New Salem Rd, Voorheesville, recycling should be every other week, not 1xmo, the 2023 bid shows 1xmo, should it be 1xmo or EOW?

**RESPONSE #5:** Recycling should be Every Other Week (EOW).

**ITEM #6: Also, the trash service for Location #16, 449 New Salem Rd was updated in addendum#1 to 1xwk not every other week, has this one been reduced also?**

**RESPONSE #6: Trash service should be once a week (1xwk).**

**ITEM #7: The previous 2020 bid addendum #2 answered that the 9 yard containers listed for Locations 7 & 8, 175 Green St and 260 S Pearl St should be 8yd cans, is this still correct?**

**RESPONSE #7: 8 yard cans are acceptable.**

**ITEM #8: 2020 bid addendum #1 answered that 58 Verda Ave, Clarksville trash should be 1xwk and recycling every other week, the 2023 location #17 says 1xmo for both trash & recycling, has the service been reduced?**

**RESPONSE #8: Trash and Recycling should be removed once per week.**

**ITEM #9: Please see the attached updated Department Location Container and Pick Up Schedule.**

**End of Addendum #1**

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #1**

**Department of Social Services**

162 Washington Avenue  
Albany, NY 12210

Rubbish Container(s): Eight (8) 90 Gallon Totes  
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Ten (10) 96 Gallon Container  
Removal Schedule: Weekly

**Location #2**

**Albany County Office Building**

112 State Street  
Albany, NY 12207

Rubbish Container(s): Twelve (12) 90-Gallon Totes  
Keyless Access card provided by the County for pickup  
on 37 Howard Street

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Twenty (20) 96 Gallon Container  
Keyless Access card provided by the County for pickup  
on 37 Howard Street

Removal Schedule: Weekly

**Location #3**

**Albany County Court House**

16 Eagle Street  
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon Totes  
Totes pickup on Columbia Street

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): Six (6) 96 Gallon Container  
Removal Schedule: Weekly

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #4**                      **Albany County Justice Building**  
6 Lodge Street  
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon totes picked up on the loading dock  
of Chapel Street

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday  
Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): Four (4) 96 Gallon Container

Removal Schedule: Weekly

**Location #5**                      **Albany County Cooperative Extension**  
24 Martin Road  
Voorheesville, NY 12186

Rubbish Container(s): One (1) 10 Cubic Yard Refuse Container

Removal Schedule: One (1) time per week: Friday between the hours of  
6:20 A.M. and 7:30 A.M.

Recycling Container(s): One (1) 4 Yard Container

Removal Schedule: On Call

**Location #6**                      **Albany County Probation**  
Mercantile Building  
60 South Pearl Street  
Albany, NY 12207

Rubbish Container(s): Two (2) 90 Gallon totes picked up near the loading dock on  
Rensselaer Street.

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,  
Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): Four (4) 96 Gallon Container

Removal Schedule: Weekly

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #7**                      **Albany County Health & Mental Health Departments**  
175 Green Street  
Albany, NY 12202

Rubbish Container(s):    One (1) 8 Cubic Yard Refuse Container  
Removal Schedule:        Two (2) Times per week: Monday and Thursday  
Prior to 7:00 A.M.

Recycling Container(s): Eight (8) 96 Gallon Container  
Removal Schedule:        Weekly

**Location #8:**                      **Board of Elections**  
260 South Pearl Street  
Albany, NY 12202

Rubbish Container(s):    One (1) 9 Cubic Yard Refuse Container  
Removal Schedule:        Two (2) Times per week: Monday and Thursday  
Prior to 7:00 A.M.

Recycling Container(s): Six (6) 96 Gallon Container  
Removal Schedule:        Weekly

**Location #9**                      **Albany County Hall of Records**  
95 Tivoli Street  
Albany, NY 12207

Rubbish Container(s):    One (1) 6 Cubic Yard Refuse Container **with lock.**  
Removal Schedule:        One (1) Time per week: Friday between the hours of  
6:20 A.M. and 7:30 A.M.

Recycling Container(s): None  
Removal Schedule:        N/A

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #10**      **Shaker Nursing and Rehabilitation Center**  
780 Albany Shaker Road  
Albany, NY 12211

Rubbish Container:      One (1) 30 Cubic Yard Self Contained Sealed  
Refuse Container  
Removal Schedule:      Every Thursday

Recycling Containers:      One (1) 35 yd. Compactor  
Five (5) 55 Gallon Totes  
Removal Schedule:      On Call

**Location #11**      **Albany County Correctional Facility**  
840 Albany Shaker Road  
Albany, NY 12211

Rubbish Containers:      One (1) 30 Cubic Yard Self Contained Sealed  
Refuse Compactor

SHIP Location: One (1) 8 Cubic Yard Dumpster

Removal Schedule:      Every Friday between 10:00 A.M. and 12:00 P.M.

Recycling Container:      One (1) 35 yd. Compactor  
One (1) Gaylord Type Pallet sized  
Removal Schedule:      Weekly

**Location #12**      **Albany County Hockey Facility**  
18 Hockey Lane  
Albany, NY 12211

Rubbish Container:      One (1) 6 Cubic Yard Refuse Container  
Removal Schedule:      Two (2) times per week: Monday and Thursday early A.M.

Recycling Container:      None  
Removal Schedule:      N/A

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

**Location #13**      **Albany County Family Court**  
30 Clinton Ave.  
Albany, NY 12207

Rubbish Container:      One (1) 8 Cubic Yard Refuse Dumpster  
Removal Schedule:      Two (2) times per week: Tuesday and Friday prior to 7:00 a.m.

Recycling Container:      One (1) 8 Yard Container – Quantity  
Removal Schedule:      1 x per week

**Location #14**      **Albany County Water Purification District North**  
1 Canal Road South  
Menands, NY 12204

Rubbish Container:      None

Recycling Container:      Four (4) 96 Gallon Container  
Removal Schedule:      1 x per month

**Location #15**      **Albany County Water Purification District South**  
Church Road, Port of Albany  
Albany, NY 12201

Rubbish Container:      None

Recycling Container:      Two (2) 96 Gallon Container  
Removal Schedule:      1 x per month

**Location #16**      **Albany County Department of Public Works**  
449 New Salem Road  
Voorheesville, NY 12186

Rubbish Container:      One (1) 4 cubic yard  
Removal Schedule:      Every week.

Recycling Container:      One (1) Voorheesville – 6 cubic Yard Container  
Removal Schedule:      Every other week.

Rubbish Container:      Seasonal Lawson's Lake -One (1) 6 Cubic Yard Dumpster  
Removal Schedule:      1 x per week May 1<sup>st</sup> through October 1<sup>st</sup>.

**County of Albany  
Department Location  
Container and Pick up Schedule  
RFB-2023-108**

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**Location #17**

**Albany County Sheriff's Office**  
58 Verda Avenue  
Clarksville, NY 12041

Rubbish Container: One (1) 6 Cubic Yard Dumpster  
Removal Schedule: 1 x week

Recycling Container: One (1) 6 Cubic Yard Container  
Removal Schedule: 1 x week.

**Location #18**

**Albany County Sheriff's EMS Station Rensselaerville**  
380 Fox Creek Road  
Medusa, NY 12120

Rubbish Container: One (1) 96 Gallon Container  
Removal Schedule: Weekly

Recycling Container: One (1) 96 Gallon Container  
Removal Schedule: Weekly

**COUNTY OF ALBANY**

**RUBBISH REMOVAL AND RECYCLING SERVICES**

**RFB-2023-108**

**ADDENDUM #2**

September 26, 2023

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 26<sup>th</sup> day of September 2023, in connection with the Request for Bids # 2023-108 as requested by Albany County.

**COUNTY OF ALBANY**

**RFB-2023-108**

**ADDENDUM #2**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** Shaker Nursing says recycling is 1xwk, the revised pickup schedule in Addendum#1 says on call still. The 2020 addendum says that the recycling is picked up when full, usually once per month, the flat monthly fee will be far different if the frequency is 1xwk vs 1xmo, we want to make sure the frequency is 1xwk for the recycling currently?

**RESPONSE # 1:** The recycling removal is on an on call basis, on average every one (1) to two (2) weeks.

**ITEM #2:** Correctional Facility response for the trash service is a frequency of 1xwk, in 2020 the information was that it was hauled about 14 times per year, that is just over 1xmo, clarifying that the service has substantially increased since the bid three years ago?

The Correctional Facility recycling was in 2020 on an on call basis, once a month or less service, 2023 bid is now 1xwk service, also a substantial increase in the last three years, correct?

**RESPONSE #2:** The trash is on a weekly basis. Recycling removal is an on call basis, on average every three (3) weeks.

**ITEM #3:** Please see the previously requested information for the average weight for trash and recycling removal from the Albany County Correctional Facility and the Albany County Shaker Place Rehabilitation Center below:

Average Weight of Trash Compactor Removal from the Albany County Correctional Facility: 20.5 ton per month.

Average Weight of Recycling Compactor Removal from the Albany County Correctional Facility: 1.5 ton per month.

Average Weight of Trash Compactor Removal from the Albany County Shaker Place Rehabilitation and Nursing Center: 28 ton per month.

Average Weight of Recycling Compactor Removal from the Albany County Correctional Facility: 1 ton per month.

**End of Addendum #2**

**Invitation to Bid  
for  
Rubbish Removal and Recycling Services**

**Prepared for County of Albany  
112 State St, Room 1000  
Albany, NY 12207**



**County Waste & Recycling Service, Inc  
1927 Route 9, P.O. Box 431, Clifton Park, NY 12065  
(518) 877-7007 / (518) 877-7337 – Fax**

October 4, 2023

County of Albany  
Pamela O'Neill, Purchasing Agent  
112 State St, Room 1000  
Albany, NY 12207

RE: Rubbish Removal and Recycling Services

Dear Ms. O'Neill:

County Waste & Recycling Service, Inc is pleased to propose the following response and pricing to the County of Alban.

I am the authorized person able to make representations on behalf of the company and to bind the company.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Harrison", with a stylized flourish extending to the right.

Chris Harrison  
District Manager

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## Firms Qualifications

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County Waste & Recycling Service, Inc. (County Waste) is pleased to submit an ITB for garbage Collection for the Village of Walden.

Name of Corporation: County Waste & Recycling Service, Inc.  
Address: 1927 Route 9, P.O. Box 431, Clifton Park, NY 12065  
Phone Number: (518) 877-2353 – Mark Ceresa  
Website: [www.county-waste.com](http://www.county-waste.com)  
Date of Incorporation: July, 1990  
Authorized Principals: Chris Harrison, District Manager

### **Company History**

In April, 2011 County Waste was acquired by Waste Connections, Inc. (WCI) based in Houston, Texas. Waste Connections is the 3<sup>rd</sup> largest solid waste and recycling company in the US serving over 2 million residential, commercial and industrial customers in 31 states. With this change comes added financial and professional support for County Waste. However, Waste Connections has been, since its inception in 1997, a much decentralized company dedicated to operating each location as independently managed facilities. The company was founded on this decentralized philosophy which differentiates us from other National solid waste companies.

Organizations and community partnerships work when the company providing the service is staffed with individuals possessing strong management and technical skills, who are driven by the desire to deliver quality service to the community and the contracting agency. We are proud of the team we have.

The County Waste and Waste Connections corporate philosophy is based on the belief that the solid waste and recycling service business is a local business managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customers we serve whether they be industry, commercial accounts, municipal jurisdictions or residential subscribers.

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Waste Connections is traded on the NYSE exchange under the symbol WCN. The company's strategic objective is to build a leading solid waste services company in secondary markets focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate wide and in Albany, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Our ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization, not only in the financial and accounting arena but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. We are committed to this value and continuously strive to have the systems in place to ensure the preservation of integrity.

Revenues in 2017 increased to \$5 billion from \$1.93 billion in 2013, as a result of organic growth in solid waste, plus increased E&P waste activity. Solid waste revenues increased 5.4%, primarily due to internal growth. Solid waste internal growth increased to 4.3% in 2014, from 3.1% in 2013. Pricing growth was 0.1 percentage points lower than in 2013, due to higher core prices offset by lower fuel, materials and environmental surcharges. Increases in landfill and hauling volumes contributed to total volume growth increasing to 2.1% in 2014 from 0.7% in 2013.

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County Waste is the largest waste collection and recycling company in the Capital region, with operations in New York from Orange County north to Ticonderoga and East and West of the Hudson Valley. County Waste serves a greater number of residential and commercial customers located within the Albany Planning Unit (Albany, Rensselaer, Schenectady, and Saratoga Counties) than any other waste hauler.

Our company's customer base includes approximately 11,000 commercial and industrial customers and more than 180,000 residential customers. In addition to waste collection services, County Waste also operates two landfills, four transfer stations and two recycling facilities with three hundred and ninety full time employees.

County Waste serves the following counties in New York: Albany, Northern Columbia, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Saratoga, Orange County, Ulster County, Greene County, Columbia County, Warren County, Washington County, Fulton County and Northern Saratoga County.

Our largest recycle facility, Sierra Processing has operated in the area for over a decade. Additionally, we began operations of our new state-of the art single stream recycling facility near the Port of Albany in mid-October, 2010. The facility is the largest and most advanced processing plant of its kind in the Northeast USA. In December of 2012 the plant was expanded to double the capacity and to process commercial source separated material as well as commingled commercial recyclable material.

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

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***Chris Harrison*** currently serves as the District General Manager for County Waste & Recycling Service, Inc. He has been in the solid waste industry for 19 years. Prior to Waste Connections Chris worked for Troy Transfer & Dan's Hauling, overseeing their local Transfer Station & hauling operations. In 2011 Chris came onto the Waste Connections team continuing to oversee the Troy Transfer. In 2014 moved to Clifton Park, New York where he overseen our residential department. Most recently Chris was the DM for Ace Carting located in Fort Ann NY where he was responsible for the Waste Connections hauling and transfer station operations in both Vermont and New York.

***Duane Hromada*** currently serves as the Division Sales Manager for County Waste & Recycling Services, Inc for the past 7 years. Prior to County Waste, Duane worked for Safelite Auto Glass for 20+ years as a Regional Sales Manager. Duane has a B.S. in Business Management.

County Waste & Recycling Service, Inc is proud of the municipalities and schools that we serve and offer the following list of references for your evaluation:.

**Union College**

807 Union Street  
Schenectady, NY 12308  
Mary D'Amelia  
518-388-6085

**University at Albany**

1400 Washington Avenue  
Albany, NY 12222  
Dave VanVranken  
518-442-3400

**Saratoga County Sewer District**

50 W High Street  
Ballston Spa, NY 12020  
John Warnt  
518-885-2210

**Sabic Innovative Plastics-GE**

1 Noryl Ave.  
Glenmont, NY 12158  
Jill Baribeault  
518-475-5685

**NYS Thruway Authority**

200 Southern Boulevard  
Albany, NY 12209  
Judith Wargo  
518-436-2720

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## Corporate Officers

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Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol “WCN”. County Waste & Recycling Service, Inc. is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dunn and Bradstreet number is 799869474.

The following table list corporate officers of Waste Connections, Inc along with our Regional Management.

<u>Name</u>	<u>Positions</u>
Ron Mittelstaedt	Chief Executive Officer and Chairman
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
David Eddie	Senior Vice President – Chief Accounting Officer
Colin Wittke	Senior Vice President – Sales and Marketing
Jim M. Little	Senior Vice President – Engineering an Disposal
Eric O. Hansen	Vice President – Chief Information Officer
Susan R. Netherton	Vice President – Employee Relations
Scott Schreiber	Vice President – Equipment & Operations
Patrick Shea	Vice President – General Counsel and Secretary
Greg Thibodeaux	Vice President – Maintenance and Fleet Management
Richard Wojahn	Vice President – Business Development
Jason Craft	Senior Vice President – Operations, Eastern Region
Kurt Shaner	Vice President – Engineering & Sustainability
Shawn Mandel	Vice President – Safety & Risk Management
Matthew Black	Senior Vice President – Chief Tax Officer
Jason Pratt	Vice President – Corporate Controller
Scott Johnson	Eastern Region Vice President

The Waste Connections Board of Directors has an Executive Committee, an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. The Executive Committee is authorized to exercise all of the powers and authority of the Board of Directors in managing Waste Connections business and affairs, other than matters required by law to be approved by the stockholders.

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