



## **REQUEST FOR BIDS FOR MATERIAL HANDLER**

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**Dated March 9, 2017**

**Deadline For Submission of Bids March 24 2017  
At 1:00P.M.**

**Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
N. Syracuse, NY 13212-4312**

**Telephone: 315-453-2866**

**Fax: 315-453-2872**

**See OCRRA website for Bid Specifications  
and Answers to Bidders Questions:**

**[www.ocrra.org](http://www.ocrra.org)**

# **Section 1 Request for Bids**

## **1.1 THE AGENCY**

The Onondaga County Resource Recovery Agency (the “Agency” or “OCRRA”) is a New York public benefit corporation created by Public Authorities Law, Title 13B, for the public purpose of assisting in the planning, development, construction, operation and maintenance of solid waste facilities. OCRRA is empowered to receive, transport, process, dispose of, sell, store, convey, recycle and deal with, in any lawful way, solid waste. OCRRA is also empowered to contract with municipalities, public corporations, or persons for solid waste services.

## **1.2 THE OCRRA SERVICE TERRITORY**

OCRRA’s service territory, Onondaga County, is located in the center of New York State and encompasses 810 square miles of land. Approximately 460,000 people reside in OCRRA’s 33 member municipalities. The largest single municipality is the City of Syracuse with a population of approximately 145,000.

## **1.3 OCRRA FACILITIES**

The Ley Creek Transfer Station is located north of the City of Syracuse, off of Seventh North Street, in the Town of Salina. The address is 5158 Ley Creek Dr., Liverpool, NY 13088. The Ley Creek Transfer Station caters to large haulers and contractor/small business users with C&D and mixed MSW/C&D loads. Waste is separated by mechanical and manual operations into two waste streams: “burnable material” that can be processed at the Onondaga County Waste-to-Energy Facility, and “bypass material” that must be diverted to a landfill (currently, and for the term of this contract, the Seneca Meadows Landfill). Prior to transport, all materials are crushed and compacted by a landfill compactor in the building.

The Rock Cut Road Transfer Station located at 5808 Rock Cut Road, Jamesville and was built as a shredding plant in 1972 and converted to a transfer station in 1983. It is a two-level building with a 4,900 square foot dumping floor at the upper level. The repair/maintenance area is accessible through three 18-foot high by 28-foot wide overhead doors. Mechanical work on Agency vehicles is performed at this site. Although large quantities of waste are no longer delivered to this site as a result of the WTE plant being on-line, it can be operated at up to 800 TPD without any major operational problems, for contingency purposes.

The Onondaga County Resource Recovery Agency (OCRRA) operates two yard waste compost sites. The Jamesville compost site, located at 4370 Route 91 in Jamesville, services the east, south, and central portion of Onondaga County, while the Amboy compost site, located at 6296 Airport Road in Camillus, services the north and western portions of Onondaga County. Each of these sites are authorized by the NYSDEC to accept both food and yard wastes for processing into compost or mulch.

## **1.4 RFB PURPOSE AND SPECIFICATIONS**

OCRRA anticipates the need for one material handler. The equipment shall be new and of the current production model. Any additions, deletions or variations from the following specifications contained in this bid must be noted or the bid will be rejected. The Agency wishes to have the option to rent a comparable material handler for up to 3 months before finalizing any

purchase of the equipment specified in the bid. Should the Agency then proceed with the purchase of the new equipment after the rental period is completed on a comparable unit, the vendor would be required under the purchase contract to credit the rental cost against the ultimate final purchase price for said equipment. If that credit is not 100% of the total rental cost, the vendor is required to specify the amount that will be applied against the final purchase price of the new unit. The Agency will take that credited amount into consideration in evaluating the total value of the bid and quote for rental. In addition, if the vendor offers lease purchase financing, the vendor is invited to provide those proposed lease purchase finance terms. The Agency may entertain those terms but is not obligated to utilize any such vendor lease purchase finance terms.

## 1.5 VENDOR CONTACTS

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. For any procurements over \$15,000.00, all contacts and correspondence with the Agency after the Request for Bids go out, must be exclusively through a designated OCRRA Procurement Contact Person, and no one else. The designated contact for this procurement is Maura Farrell at (315)453-2866 email mfarrell@ocrra.org. Questions must be submitted by email at the email address listed above. Bidders, their agents, and representatives are directed not to contact or lobby other staff members, management or members of the Board of Directors of OCRRA regarding this RFB. Questions raised through the designated contact person and answers thereto will be emailed to all known prospective bidders.

## 1.6 RFB TIMELINE

March 9, 2017	Issuance of RFB
March 12, 2017	RFB advertised in the Syracuse Post Standard
March 24, 2017, 1PM	Deadline for the Submission of Bids
April 12, 2017	OCRRA Board of Directors Operations Committee review
April 12, 2017	OCRRA Board of Directors authorizes purchase(s)

**OCRRA reserves the right to modify this schedule as it deems necessary.**

## 1.7 SUBMITTAL DEADLINE DATES

All Bids must be submitted **no later than 1:00 p.m. on March 24, 2017 in sealed envelopes and to the address listed above. Bids must be submitted by mail, delivery service or** Bids must be enclosed in a sealed envelope, plainly marked as:

**'BIDS – “Material Handler ”**, and addressed as follows:

**Mr. Kevin Spillane  
Director of Transfer Operations  
Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212**

**NOTE:** Bids received by fax or e-mail will not be considered.

Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or OCRRA staff members regarding this invitation.

### **1.8 QUANTITIES**

OCRRA intends to purchase one material handler as specified in this bid document and may elect to rent a material handler for up to a 3 month period in the interim of finalizing purchase of the unit.

### **1.9 CONDITION**

The material handler shall be new, model year meeting all Federal and State laws and regulations, including applicable emission standards. The unit offered for short term rental does not need to be new but must be comparable to the material handler that is included in the bid for purchase and meet the minimum specifications.

### **1.10 SPECIFICATIONS**

The equipment specifications are set forth in Form A and form an integral part of this bid document and the bidder's response. All equipment parts shall be of sufficient strength, quality of material and workmanship to what is generally provided in the industry. It shall be bidder's obligation to respond to the bid specifications and to indicate whether or not the equipment it bids meets, or does not meet, each listed bid specification. For each deviation from the specifications, bidder may provide documentation, if any, of equivalence. Bidder should include any manufacturer's literature or specification sheets evidencing compliance with the specifications.

### **1.11 WARRANTY OF GOODS**

Unless specified otherwise herein, Bidder will be required in the purchase contract to warrant that all the equipment furnished under the Contract will be free from defects in workmanship and conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties, representations and literature furnished with Seller's bid hereunder. Seller will also be required to warrant the goods against all defects for at least twelve (12) months from the date of acceptance except where warranties of Seller's vendors or subcontractors are longer, in which case the longer warranty will apply, and Seller will be required to agree to repair or replace all defective items, parts or components under the warranty at no cost to OCRRA. Under the contract, if the Seller fails or refuses to correct the defect, OCRRA would be allowed to correct or repair the equipment and charge to the Seller the cost incurred to OCRRA or obtain an equitable adjustment in the Contract price.

### **1.12 MANUFACTURER'S WARRANTIES**

Any manufacturer's warranties that Seller receives applicable to the equipment or their parts, would survive the executed Contract and will run to OCRRA and will not be deemed exclusive but in addition to any warranty provided by Seller under the contract.

### **1.13 BID SECURITY**

OCRRA  will  will not require a Bid Bond and a Performance Bond in the amount of 5% of the bid amount. Where a bid bond is required, the bid bond must be submitted with the bid or the

bid will be immediately rejected. Bid and Performance bonds must be executed by a surety company licensed to do business in the State of New York. Under no circumstances will OCRRA accept a cash payment or certified check in lieu of a Bid or Performance Bond with a competitive contract bid. If a bid bond is required, a Performance Bond in the contract amount will be required. For construction contracts over \$100,000.00, the Agency will generally require either a 10% retainage or daily liquidated damages or both. This retainage will be released upon successful completion of the contract.

#### **1.14 EQUIVALENTS**

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

#### **1.15 CONFLICT OF INTEREST STATEMENT/NON-COLLUSION AFFIDAVIT AND STATE FINANCE LAW FORM**

Each Bidder/Proposer must furnish with their Bid/Proposal a properly signed Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form. The Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form are to be completed and submitted on the attached forms that OCRRA has provided either with the Bid or within ten (10) days of notice of the award of the Contract by OCRRA. By submitting a bid, Bidder warrants that there is no conflict of interest in Bidder's other contracts or other employment, if any, with submission of the Bid hereunder and that Bidder shall advise OCRRA if any conflict or potential conflict of interest exists or arises in the future.

#### **1.16 COMPLIANCE WITH LAWS, REGULATIONS AND STANDARDS**

The equipment which vendor is submitting a bid shall comply with all Federal and State laws and regulations, including applicable emissions standards as well as all applicable safety standards, including those set by OSHA, PESH, the National Highway Safety Administration, the U.S. Environmental Protection Agency and the N.Y.S. Department of Environmental Conservation.

#### **1.17 MANUALS**

The awardee shall be required to furnish, at no additional cost to OCRRA, one (1) complete set of manuals (maintenance, operation, service, and parts listing) for each unit purchased. All manuals shall be furnished at time of equipment delivery.

#### **1.18 DELIVERY**

The equipment purchased as a result of this Bid solicitation shall be delivered to an OCRRA specified site contained within the bid. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor. The vendor shall provide two days of on-site training for all staff as part of the rental cost and for the purchased machine.

**1.19 INSPECTION/APPROVAL**

The equipment to be delivered/installed hereunder will be subject to OCRRA's inspection and approval within a reasonable time after delivery/installation. OCRRA will have the right to reject defective or non-conforming equipment and at Bidder's (i.e. Seller's) risk and expense return the defective equipment to be promptly replaced with complying equipment. Such a return of defective equipment will not extend the required delivery date under 1.15 above. For any such defective, non-conforming or rejected equipment, OCRRA shall also have the alternative option of returning the equipment at Bidder's (Seller's) expense and cancelling all or the remainder of the order. As a third option, OCRRA may accept the defective or non-conforming equipment at an agreed upon price reduction from the Bidder (Seller) which will result in an appropriate reduction in the contract sum before final payment.

**1.20 LIQUIDATED DAMAGES**

OCRRA and the successful bidder agree that time is of the essence in the delivery of the equipment which is the subject of this bid and that OCRRA will suffer financial loss if the equipment is not delivered on time. Accordingly, OCRRA and the vendor will agree to a provision in the contract setting liquidated damages at fifty dollars (\$50.00) per day for each day after the required delivery date that vendor does not deliver the equipment to be purchased hereunder free of equipment defects and deviations.

**1.21 LOCAL SERVICE LOCATIONS**

Bidders shall specify proper service and maintenance operations that can complete repairs and regular operating maintenance for the equipment on site at OCRRA facilities. The Bidder should also designate a facility, within 20 miles of Syracuse, NY, that can perform factory-authorized warranty work, as well as other necessary repairs that otherwise cannot be completed on site.

**1.22 TAX EXEMPT STATUS**

OCRRA is exempt from federal, state and local taxes.

**1.23 INSURANCE RESPONSIBILITY**

The successful bidder will be responsible for the equipment and shall properly insure the equipment during transit and until OCRRA accepts the equipment in writing.

**1.24 CONSIDERATION AND PAYMENT**

The Contract will set forth the agreed upon price for the equipment to be paid by OCRRA. Payment will be made net thirty (30) days after the later of (1) delivery and, where applicable, installation of the equipment and written acceptance thereof by OCRRA; or (2) receipt by OCRRA of invoice from the seller. OCRRA's tender of payment by check is sufficient. No charges for shipping, handling, packaging or insurance will be allowed unless stated in the contract.

**1.25 FAILURE TO PROMPTLY EXECUTE CONTRACT**

If the successful Bidder fails or refuses to sign and deliver the Contract, including the attached proposed contract conditions and the necessary insurance, conflict of interest, non-collusion and State Finance Law forms within fifteen (15) calendar days of contract award, OCRRA may cancel the award to that Bidder and award to the next lowest responsible and responsive bidder

meeting the bid specifications and the original low bidder shall have no recourse against the Agency. In such event, OCRRA shall be entitled to the amount of the Bid bond. The successful Bidder must pay OCRRA the difference between their successful Bid amount and the next highest bid.

**1.26 DISQUALIFICATION OR TERMINATION FOR FAILURE TO COMPLY WITH STATE FINANCE LAW**

If the equipment to be provided hereunder by Bidder to OCRRA exceeds \$15,000.00, in total, OCRRA reserves the right to disqualify the Bidder or terminate any contract with Bidder, at any time during its term, by written notification to successful Bidder, in accordance with the notification provisions above, in the event it is found that the certification filed by the Bidder during the procurement process was intentionally false or intentionally incomplete or in the event that Bidder engages in an impermissible contact under State Finance Law Sections 139-j and 139-k.

**1.27 BID INSTRUCTIONS**

All blank spaces in the Bid Forms applicable to the Contract for which a Bid is being submitted must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed. **Bids must be submitted by mail, delivery service or personal delivery and received by OCRRA by the date and time specified in the Bid Solicitation. Late Bids will not be considered.**

**Bids may not be submitted via fax or email.**

If the Bid is made by a corporation, the official corporate name shall be given, and the Bid shall be signed by an authorized officer of the corporation, and the corporate seal affixed. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and the Bid shall be signed by a partner. If the Bid is made by a sole proprietorship, the Bid shall be signed by the individual owner.

**1.28 MISTAKES/DISCREPANCIES IN BIDS**

In the event there is a discrepancy in any Bid between unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the unit or lump sum prices written in figures and those written in words, the unit or lump sum prices written in words shall govern. Bids which do not contain a price for every item contained in the applicable Bid Form (when required) shall be subject to rejection.

Unless otherwise required by law, the sole remedy for a mistake in a Bid shall be the withdrawal of such Bid and the return of the Bid security, if any, to such Bidder. OCRRA may, in its sole discretion, award the Contract to the next lowest Bidder or re-bid the Contract. Any amendment to or reformation of a Bid or a Contract to rectify such an error, mistake, or omission therein is strictly prohibited.

**1.29 APPLICABLE LAW**

Any Contract for the purchase of the equipment Bid herein shall be interpreted in accordance with the laws of the State of New York.

**1.30 REQUIRED FORMS AND ATTACHMENTS**

All submittals must include fully completed forms, as listed below, which are signed by a duly authorized officer or employee:

Form A	Equipment Specifications
Form B	Bid Sheet
Form C	Business Information Form
Form D	State Finance Law Disclosure Form
Form E	Conflict of Interest Affidavit
Form F	Certificate of Non-Collusion

Completed Bid Price Sheet (included in this request)

**1.31 COVER LETTER**

The submittal must include a cover letter with the following:

- ✓ Statement that the bids are applicable for 120 days from the submittal deadline.
- ✓ Commitment of Vendor to carry out all provisions of the RFB if selected by the Agency.
- ✓ Statement that all information in the entire submittal, including all forms and supplemental submittals, are included and are accurate and factual.

**1.32 COSTS FOR PREPARATION OF BID**

The Bidder is responsible for all costs associated with the preparation of a bid. None of these costs will be the responsibility of the Agency.

**FORM A  
EQUIPMENT SPECIFICATIONS**

<b>Equipment Specifications</b>	<b>Meets Specs (Y/N)</b>	<b>If No, explain in detail. May also provide comments here.</b>
<p><b>Material Handler with a Cummins, or its equivalent, 4 cylinder diesel engine with a minimum 130 HP @ 2200 RPM. Engine shall have an automatic idle control or mode that will stop the engine and control idling time.</b></p>		
<p><b>Material Handler shall have an independent hydraulic system with a boom arm. All hydraulics, including pistons, are to be centered under the boom arm to protect hydraulics from debris while in operation. Minimum Operating Weight of the material handler is to be 48,000 lbs.</b></p>		
<p><b>Hydraulic system shall be:</b></p> <ul style="list-style-type: none"> <li>• <b>Load sensing variable displacement Pump type.</b></li> <li>• <b>Have a dual 3 micron filtration system maximum.</b></li> </ul>		
<p><b>Material Handler shall have the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Belly pan guard</b></li> <li>• <b>Strobe lights on top of the back of the machine</b></li> <li>• <b>Front window screen</b></li> <li>• <b>Sliding door for cab entry</b></li> <li>• <b>Catwalk railing on elevated cab area and railing along the back of the machine if more than 4 feet off the ground.</b></li> <li>• <b>Sorting Grapple with perforated shells and a cutting width of the shells of at least 3'3" with replaceable cutting edges.</b></li> <li>• <b>Maximum closing force of the Sorting Grapple Attachment should be a closing force of at least 13,000 lbs.</b></li> <li>• <b>Radio prepped</b></li> </ul>		

<p><b>Boom Arm:</b></p> <ul style="list-style-type: none"> <li>• <b>Lifting capacity with the Sorting Grapple attached of at least 7000lbs. within a 360 degree rotation.</b></li> <li>• <b>Maximum reach of 33 feet.</b></li> <li>• <b>12' arm length</b></li> <li>• <b>20' boom length</b></li> <li>• <b>Lights affixed to the boom and stick</b></li> </ul>		
<p><b>Operators Cab:</b></p> <ul style="list-style-type: none"> <li>• <b>Hydraulic elevated cab rising to a height of at least 8' 6"</b></li> <li>• <b>Maximum eye level at full extension is 17' 6"</b></li> <li>• <b>Material handler shall have joystick steering to eliminate obstruction from operator while extended</b></li> <li>• <b>Rear and side vision cameras for operator safety</b></li> <li>• <b>Front headlights</b></li> </ul>		
<p><b>The excavator shall have a rubber tired travel/undercarriage design with :</b></p> <ul style="list-style-type: none"> <li>• <b>All tires shall be solid rubber tires</b></li> <li>• <b>4 point outrigger support system and a hydraulically locking pendulum steering axle. Guards on all piston rods.</b></li> <li>• <b>Individual control on all outriggers.</b></li> <li>• <b>Spring loaded multi disc brake</b></li> <li>• <b>Travel speeds of at least 12 mph</b></li> <li>• <b>Safety travel alarm.</b></li> </ul>		
<p><b>Material Handler shall have a manual override of the solenoid when power is lost and operation of the unit needs to continue before the solenoid is replaced.</b></p>		
<p><b>Vendor shall provide all operator training required for this unit for a minimum of two days on site once the machine is delivered</b></p>		


**FORM B  
 BIDDER BUSINESS INFORMATION FORM**

<b>1.</b>	<b>Name Of Firm:</b>	
<b>2.</b>	<b>Address:</b>	
<b>3.</b>	<b>Contact Person:</b>	
<b>4.</b>	<b>Phone Number:</b>	
<b>5.</b>	<b>Email Address:</b>	
<b>6.</b>	<b>Check All Appropriate:</b>	
	Municipally Owned and Operated	
	Closely Held Corporation - State of Incorporation:	_____
	Publicly Held Corporation- State of Incorporation:	_____
	Proprietorship - Name of Proprietor:	_____
	Partnership - List of Principal Partners:	_____
		_____
		_____
		_____
<b>7.</b>	<b>Years in Business:</b>	
<b>8.</b>	<b>Describe the Firm's Experience:</b>	
<b>10.</b>	<b>Chief Executive/Operating Officer:</b>	
	Name:	
	Address:	
	Phone Number:	

**FORM C: BID SHEET**

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Authorized Agent: \_\_\_\_\_

Comparable Unit Rental Price Per Month in Words: \_\_\_\_\_

Comperable Unit Rental Price Per Month in Numbers (\$): \_\_\_\_\_

New Unit Gross Purchase Price Option before monthly rental credit in Words:

\_\_\_\_\_

New Unit Gross Purchase Price Option before monthly rental credit in No.'s (\$):

\_\_\_\_\_

Total Percent of the Entire Rental Price applied to Purchase Price of a new unit: \_\_\_\_%

Does the Material Handler meet specifications exactly as written (check one):

Yes \_\_\_ No \_\_\_

(If no, bidder is required to list ALL deviations on the Equipment Specification Form)

Please verify the following information has been provided:

- Equipment Specification Form
- Warranty information (if applicable) for Hoist, Tarping System and any other components
- Specification of Local Service Facility

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

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

**FORM D**

**CONFLICT OF INTEREST**

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says for  
and on behalf of \_\_\_\_\_, that:

1. Our (my) firm \_\_\_\_\_, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
For and on Behalf of: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**FORM E**

**CERTIFICATE OF NON-COLLUSION**

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Proposer/Quoter (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed)

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title (Typed)

**FORM F**

**Disclosure to OCRRA During Procurement Process of  
Prior Non-Responsibility Determinations**

OCRRA Procurement regarding: \_\_\_\_\_

OCRRA Designated Procurement Contact Person: Cheri Zajac

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. New York law now provides that, for any procurement over \$15,000.00, all potential vendors must disclose whether a governmental entity in New York has made a finding of "Non-Responsibility." "Non-Responsibility" is defined in State Finance Law Section 139-j and can include failure of a potential bidder/proposer/quoter to timely disclose truthful, accurate, or complete information that may allow OCRRA to make a determination as to its "responsibility" relative to this procurement as well as unauthorized procurement contacts (including contacts to someone other than the designated procurement contact) and ethics code violations. In order to qualify for consideration on this procurement, the bidder/proposer/quoter must complete and sign the form below.

*(For Vendor Use)*

Name and Address of Bidder/Proposer/Quoter Seeking to Enter into the Procurement Contract with OCRRA: \_\_\_\_\_

Name, Title, and Phone Number of Person Submitting this Form: \_\_\_\_\_

Has any Governmental Entity in New York made a finding of Non-Responsibility regarding the bidder/proposer/quoter seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If you answered yes to the above question, please provide details regarding the finding of Non-Responsibility below.

New York Governmental Entity: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named bidders/proposers/quoters after a finding of intentional provision of false or incomplete information? (Please circle):

No

Yes

If yes, please provide details below:

New York Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

Bidder/proposer/quoter certifies that all information provided to OCRRA above with respect to State Finance Law §139-k is complete, true, and accurate.

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

Signature \_\_\_\_\_

#### PERMISSIBLE CONTACTS AFFIRMATION

As a potential bidder/proposer/quoter on an OCRRA solicitation where the contract amount may exceed \$15,000.00, I recognize that once the solicitation issues, New York law requires that all contacts with OCRRA regarding that procurement must be through the designated OCRRA Procurement Contact Person and no one else. On behalf of my client as a potential bidder/proposer/quoter, I affirm that my client understands and agrees to comply with the procedures of the Onondaga County Resource Recovery Agency relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b). This form must be submitted with the bid, proposal, or quote.

OCRRA Designated Procurement Contact Person: Maura Farrell

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Signer's Name

Vendor Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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