

**BID SOLICITATION  
AND CONTRACT DOCUMENTS**

**FOR**

**TOMPKINS COUNTY SOLID WASTE HAULING AND DISPOSAL SERVICES**

**Prepared By**

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**122 Commercial Ave.  
Ithaca, New York 14850**

**February, 2014**

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**SECTION 1**  
**NOTICE TO BIDDERS**

**NOTICE TO BIDDERS  
TOMPKINS COUNTY  
SOLID WASTE HAULING & DISPOSAL SERVICES**

**Sealed Bids** for Solid Waste Hauling and Disposal Services will be accepted at the Tompkins County Finance Department, Purchasing Division, 125 East Court Street, Old Jail Building, 2<sup>nd</sup> Floor, Ithaca, New York 14850 up until 11:30 a.m. on March 11, 2014 at which time and place they will be opened and publicly read.

Specifications are available for download from the following website:  
[www.tompkinscountyny.gov/purchase/current-bids](http://www.tompkinscountyny.gov/purchase/current-bids) or by emailing the Purchasing Division, [purchase@tompkins-co.org](mailto:purchase@tompkins-co.org).

Tompkins County reserves to waive any informality and to reject any or all bids.

Lisa M. Hall  
Buyer

**SECTION 2**  
**BACKGROUND**

## **SECTION 2 – BACKGROUND**

### **2.1 TOMPKINS COUNTY BACKGROUND AND SOLID WASTE HISTORY**

Tompkins County is located at the southern end of Cayuga Lake in Central New York. The county comprises the City of Ithaca, the Villages of Dryden, Freeville, Groton, Cayuga Heights, Lansing and Trumansburg, and the Towns of Caroline, Danby, Dryden, Enfield, Groton, Ithaca, Lansing, Newfield, and Ulysses.

The population of Tompkins County is approximately 101,564. Based on the most recent census date, there are 41,674 total housing units in the County. The majority of the person living in group quarters are students who are 10 month County residents attending the major academic institutions in the area, Cornell University and Ithaca College. The two institutions are located on hill sides with high population densities, high volume traffic, narrow streets and limited parking space that may require a special vehicle for required collections. The total County population is distributed over 491 square miles, with densities ranging from 48 to nearly 5000 persons per square mile. The character of the County is primarily rural, with the exception of the City of Ithaca. There are only a few areas within Tompkins County that are predominantly industrial.

Prior to 1970, each town and village in Tompkins County, as well as the City of Ithaca, was responsible for the disposal of its own solid waste. In 1970, Tompkins County passed a local law authorizing itself to manage the solid waste generated in the County. In 1986, Tompkins County initiated a study to develop a solid waste management program that would satisfy the solid waste management needs of the County for at least the next 20 years.

The Tompkins County Recycling and Solid Waste Center (RSWC) is located on Commercial Avenue in the City of Ithaca. The scale house and weigh scale (in-bound and out-bound scale) will be maintained and operated by Tompkins County and will be used by the County for weighing waste during Transfer/Haul operations. The tonnages measured at this weigh station will be the basis for all payments under this contract. The Recycling and Solid Waste Center is operated and maintained by a contracted third party (hereinafter called “facility operator”). The Contractor will need to coordinate transportation of acceptable waste with a designated contact of the facility operator.

Tompkins County currently receives approximately 17,000 tons per year of municipal solid waste for disposal which includes Construction and Demolition material at the County Recycling and Solid Waste Center (RSWC). Total solid waste tonnage generated in Tompkins County is approximately 70,000 tons per year. The successful contractor is responsible for only that portion of Tompkins County received at the RSWC. The county does not currently accept source separated C&D for separate disposal. Although the tonnage of C&D material delivered to the facility is unknown it is anticipated that approximately 2,000-3,000 tons could be delivered to the RSWC annually.

Tompkins County, by mandate of County Law, does not accept out of County waste at the County RSWC. Tompkins County does not make any guarantee regarding the minimum tonnage of solid waste received at the RSWC. The maximum tonnages for which the contractor would be responsible are specified in Section 5.5.2 of this document.

### **2.2 PROJECT DESCRIPTION**

This bid solicitation is to provide:

Waste Hauling and Disposal Services for waste received at the County Recycling and Solid Waste Center. The County is considering accepting source separated C&D material for separate disposal to an acceptable C&D waste site. The bidder has the option to provide a separate bid for C&D disposal. The County intends to divert as much waste as possible, including floor sorting all waste received at the facility.

## 2.3 PROJECT TIMELINE

<u>Event</u>	<u>Date</u>
Issue Bid	February 25, 2014
Pre Bid Meeting	March 4, 2014
Bid Opening	March 11, 2014
F & I Committee Approval	March 17, 2014
County Legislature Approval	April 1, 2014
Commence Services	May 1, 2014

**SECTION 3**  
**INSTRUCTION TO BIDDERS**

## **SECTION 3 – INSTRUCTIONS TO BIDDERS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Each Bidder before submitting a Bid must:

- a. examine the Contract Documents thoroughly
- b. Attend the required pre-bid meeting
- c. visit the site of the Recycling and Solid Waste Center
- d. become familiar with conditions at the RSWC and/or disposal sites that may affect cost, progress, performance or furnishing of the work
- e. become familiar with and consider all federal, state, and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, progress, performance or furnishing of the work
- f. study and carefully correlate the Bidder's observations with the Contract Documents
- g. notify the County of all conflicts, or discrepancies in the Contract Documents

The following documents attached hereto are made part of the Contract Documents:

Form of Agreement - Appendix A

State of New York Department of Labor Prevailing Wage Rate Schedule – Appendix B

Map of Tompkins County, Location of Key Elements – Appendix C

2013 Municipal Solid Waste Tons per Month– Appendix D

Recycling and Solid Waste Center Operating Permit – Appendix E

By submission of a Bid the bidder represents that he/she has complied with every requirement of the Contract Documents, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

### **3.2 SUBMISSION REQUIREMENTS**

Each Bidder is required to submit the following with his bid:

- a. Information Forms A and B, as appropriate
- b. Bid Schedule Forms A and/or B
- c. Bid Bond
- d. Non-Collusive Bidding Certification
- e. Anti-Discrimination Clause
- f. Insurance Certificate (insurance requirements are in Section 4.4)
- g. Certified Financial Statement for 2000 (2001 if available)
- h. Bid Sign-Off Sheet
- i. Full and Complete Landfill Operating Permit
- j. Part 364 Hauling Permit
- k. W-9 Request for Taxpayer Identification Number and Certification

### **3.3 BID FORMAT**

The bid offer for (A) municipal solid waste (MSW) and (B) construction and demolition (C&D) shall be based on the Haul and Disposal Service combined price per ton.

**A - Haul and Disposal Services -MSW**

A bid price per ton to provide equipment and labor for hauling and disposal of all MSW from the Tompkins County RSWC to the approved Solid Waste Disposal Site. The MSW may include C&D material.

**Haul Services-Informational Only**

A bid price per ton-mile to provide equipment and labor for hauling all MSW which includes some construction and demolition debris, from the Tompkins County RSWC to a designated solid waste disposal site.

**Disposal Services-Informational Only**

A bid price per ton to dispose of Tompkins County's MSW at the Contractor's approved Solid Waste Disposal Site. Bidders must designate a primary disposal site and at least one back-up site for disposal of Tompkins County's MSW. The Contractor's Disposal Site must be in compliance with all applicable local, state and federal laws and regulations and U.S. Environmental Protection Agency regulatory requirements, e.g., Resource Conservation Recovery Act (RCRA), Environmental Protection Agency – Subtitle D, et al.

**B - Haul and Disposal Services –C&D**

A bid price per ton to provide equipment and labor for hauling and disposal of C&D debris from the Tompkins County RSWC to the approved C&D Disposal Site.

**Haul Services-Informational Only**

A bid price per ton-mile to provide equipment and labor for hauling C&D debris from the Tompkins County RSWC to a designated C&D disposal site.

**Disposal Services-Informational Only**

A bid price per ton to dispose of Tompkins County's C&D debris at the contractors approved C&D Disposal Site. Bidders must designate a primary disposal site and at least one back-up site for disposal of Tompkins County's C&D. The Contractor's Disposal Site must be in compliance with all applicable local, state and federal laws and regulations and U.S. Environmental Protection Agency regulatory requirements, e.g., Resource Conservation Recovery Act (RCRA), Environmental Protection Agency – Subtitle D, et al.

**Binding:**

The submitted document(s) if bound, shall be in a manner that will provide for easy access (to lie flat when opened).

**Form Preparation:**

Bids shall be submitted on the forms furnished with these Contract Documents. All blank spaces for bid prices shall be properly filled in, in ink or typed, in both words and numerals for all bid categories required. In the event a price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Bidder. These forms must be completed as provided and must be

signed where indicated and contain the full name and address of the person, firm or corporation bidding.

Any bid submitted by a corporation must be executed in the corporate name and manually signed by the President, or other designated company officer and be accompanied by written evidence of authority to sign. Corporate seal shall be affixed.

**BIDS SHALL NOT BE QUALIFIED, MODIFIED, LIMITED OR RESTRICTED IN ANY WAY.**

Bidder must execute Non-Collusive Bidding Certificate and Anti-Discrimination Clause.

### 3.4 SUBMISSION OF BID

Each Bidder shall submit one original, with original signatures, and two copies, in an envelope or package marked with the words "SEALED BID – TOMPKINS COUNTY SOLID WASTE HAULING AND DISPOSAL SERVICES", the name of the company, and which contract is being bid. Bids must be received at the Tompkins county Finance Purchasing Department no later than 11:30 a.m., March 11, 2014. Bids received after the designated time will not be accepted, and will be returned to the bidder unopened.

Bidder assumes the risk of delay in the mail.

**Withdrawal of Bids:** Any Bidder will be given permission to withdraw its Bid upon receipt of a properly notarized written request made no later than the time set for opening. At the time of the opening of the bids, if such Bid is included, it will be returned to the Bidder unopened.

**Questions and Addenda:** All questions about this bid and Contract Documents must be submitted in writing to the following:

Tompkins County Solid Waste Division  
122 Commercial Ave.  
Ithaca, New York 14850  
Attn: Leo D. Riley  
(607) 273-6632

The County reserves the right to revise or amend the bid specification prior to the bid opening date by written addenda.

No alteration to the Contract Documents will be considered valid unless in writing and issued as an Addendum. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

All questions must be received at least six (6) calendar days before bid opening in order to be answered. It shall be the Bidder's responsibility to make inquiries concerning any Addenda issued. All Addenda will be on file at the County Division of Purchasing and Central Services at least twenty-four (24) hours before bids are opened. **The County will not be bound by oral clarifications.**

**Pre Bid Meeting:** A required pre-bid meeting has been scheduled for interested proposers on March 4, 2014 at 2:00 pm at the County Solid Waste Office located at 122 Commercial Avenue in the City of Ithaca.

### 3.5 BID GUARANTY

Each Bid must be accompanied by a bid guaranty, without conditions or qualification, which shall be in the sum of \$50,000. All contracts are unit price contracts.

The guaranty must be certified check, bank draft, money order, standard form irrevocable letter of credit, or a bid bond acceptable to the County. Any bid bond shall be secured from a surety company authorized to do business in the state of New York as a surety. No Bid will be considered unless it is accompanied by the required guaranty. Certified check, money order or bank draft must be made payable to the order of Tompkins County. The bid guaranty shall ensure the execution of the Agreement, existence of permits, and the furnishing of the surety bond or other required bonds by the successful bidder, all as required by the Contract Documents.

Bid guarantees will be returned within ten (10) days after the bids are opened to bidders whose bids, in the judgment of the County, will not be considered in making the award. All other guarantees will be returned within ten (10) days after the execution of the Agreement.

### **3.6 EXECUTION OF CONTRACT**

A bidder may not withdraw his bid within ninety (90) days after the opening of the bids, but may withdraw his bid at any time prior to the scheduled time for the opening of bids. The successful Bidder(s), or its legally authorized representative, shall be required to appear in person within ten (10) days of the Notice of Award by the County, at the place and time designated by the County to execute the Agreement and other Contract Documents.

### **3.7 PERFORMANCE SECURITY**

Upon notification of award, the successful bidder shall execute and furnish to the County a Performance Security equal to \$1,000,000.

The form of Performance Security shall be performance bond or irrevocable letter of credit in a form acceptable to the County. The surety company must be licensed to transact business in New York State. The Contract Amount listed is for purposes of security only. All contracts are unit price contracts.

Performance Security bonds shall be maintained at the Contractor's own expense for the term of the Agreement. Failure or refusal of the successful Bidder to execute and/or deliver Performance Security within seven (7) days shall constitute a breach of the bid. In such event, the County has the right to determine that such Bidder has abandoned the Agreement and the County shall be entitled to take action for any and all damages it may suffer as the result of such breach. The County's rights in this regard shall include but not be limited to a claim against the Bid Security provided. The county specifically reserves any and all other rights against the Contractor as a result of his failure to perform as required by these documents.

### **3.8 EVALUATION OF BIDS**

The County reserves the right to reject any or all bids or to waive any informalities if such action is deemed by the County to be in the best interests of the County.

The County intends to award the MSW contract to the lowest responsible bidder, and at its discretion, may choose to award a separate contract for C&D to the lowest responsible bidder.

The County reserves the right to make any and all investigations necessary to determine whether or not a Bidder will be considered responsible. Any discrepancies in the information provided with the bid or any subsequent information requested may be considered as ground for a determination "as not responsible".

### **3.9 OTHER INSTRUCTIONS**

No charge will be allowed for Federal, State, municipal sales and excise taxes from which the County is exempt. Exemption certificates, if required, will be forwarded.

- a. Any deviations to the specifications are to be so noted and fully explained. Deviations will be analyzed and if deemed to be in the best interest of the County, may be waived.
- b. It shall be the responsibility of each bidder to call to the attention of the County any apparent discrepancy in the specifications or any question of interpretation thereof. Failure to do so

constitutes acceptance as written.

- c. Bidders requesting copies of the bid tabulation shall do so in writing with a self-addressed envelope enclosed.
- d. The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- e. Bids submitted for consideration must include the Bid Signoff Sheet and all required documents listed on that sheet. Any bids lacking any of these items may be rejected as “incomplete” and “non-responsive”
- f. The bid, as presented, shall remain valid for a period of ninety (90) days from the date of bid opening.
- g. The contractor shall invoice directly to the Solid Waste Division for service rendered. Invoices must not be sent to Purchasing.

## **FORMS**

## **INFORMATION BID FORMS**

**INFORMATION BID FORM A**  
**BIDDER INFORMATION AND QUALIFICATIONS**

**NOTE ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM WITH THEIR BID.**

I. GENERAL INFORMATION

A. Firm: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

Contact Person: \_\_\_\_\_

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

B. Type of Organization: \_\_\_\_\_  
(i.e. Corporation, Joint Venture, Partnership, Individual)

Name and Address of Parent Company, if any: \_\_\_\_\_

\_\_\_\_\_

Identify Joint Venture Partners, if any: \_\_\_\_\_

\_\_\_\_\_

(Information Bid Form A – Continued)

C. Financial References: \_\_\_\_\_

Checking Account: \_\_\_\_\_ Savings Account: \_\_\_\_\_

Bank: \_\_\_\_\_ Bank: \_\_\_\_\_

Acct. No: \_\_\_\_\_ Acct No: \_\_\_\_\_

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

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

New York Surety: \_\_\_\_\_

\_\_\_\_\_  
Identity of Financial Guarantor: \_\_\_\_\_

\_\_\_\_\_

II. BUSINESS INFORMATION

A. Brief history of Firm (attaché additional sheets as necessary):

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

Duns #: \_\_\_\_\_

Has Firm ever failed to complete any contract awarded to it? \_\_\_\_\_

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

If so, where and why? \_\_\_\_\_

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

(Information Bid Form A – Continued)

B. In what lines of business if Firm directly or indirectly involved?

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Describe the principal and any secondary nature of Firm's current business:

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State the length of time Firm has been in that business under its present name and identify all other names which Firm or principles for the firm have/has done business:

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C. Is Firm, its parent corporation or subsidiaries a party to any legal actions that may affect its ability to perform the obligations described in the Bid? If so, identify these actions:

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(Information Bid Form A – Continued)

Has any transfer or disposal facility operated by Firm been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

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List the names, addresses, and telephone number of at least three municipalities which have utilized Firm's services for work similar to this project:

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D. Has the Firm had any strike by organized labor at any of its Facilities within the past ten (10) years?

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

If so, provide details (Union, dates, length, cause – provide additional pages as needed).

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III. SUBCONTRACTOR INFORMATION

A. The bidder hereby states that it proposes to use the following subcontractors on this project. (List all).

1. Subcontractor Firm: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Work to be performed \_\_\_\_\_

\_\_\_\_\_

2. Subcontractor Firm: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Work to be performed \_\_\_\_\_

\_\_\_\_\_

3. Subcontractor Firm: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Work to be performed \_\_\_\_\_

\_\_\_\_\_

**INFORMATION BID FORM B**  
**DISPOSAL SITE INFORMATION**

Note: Complete a separate information bid form for each Disposal Site. Each bidder must complete information bid form B for the designated primary disposal site and at least one back-up site.

Please indicate on the line provided if this site is the disposal site for (1) MSW and/or (2) C&D.

- MSW**
- C&D**

**I. General**

A. Disposal Site Location

Is this disposal site being designated as the primary or back-up site for Tompkins County solid waste? (bidder must check one)

- PRIMARY**
- BACK-UP**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

B. Disposal Site mailing address (if different than 1. A).

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

\_\_\_\_\_

C. Facility Owner

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

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

\_\_\_\_\_

Contact Person \_\_\_\_\_ Phone: \_\_\_\_\_

(Information Bid Form B – Continued)

D. Tompkins County waste type to be disposed of at this site (please check):

	Yes	No
Municipal Solid Waste	_____	_____
Construction & Demolition	_____	_____
Debris	_____	_____
Asbestos	_____	_____
Industrial Sludge's (Part 364 Non-Hazardous)	_____	_____
Contaminated Soils	_____	_____
Other (Please specify)	_____	_____
Publicly Owned Wastewater Treatment Plant Sludge	_____	_____

**II. CURRENT OPERATIONS**

A. Facility Operator

- 1. Permittee: \_\_\_\_\_
- 2. Permit No: \_\_\_\_\_
- 3. State: \_\_\_\_\_
- 4. Date of Issues: \_\_\_\_\_
- 5. Date of Expirations: \_\_\_\_\_
- 6. Copy Enclosed: Bid must include copy of operating permit.
- 7. Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

B. Hours of Operations

1. What are the PERMITTED operating hours?

DAY	<u>A.M.</u>		<u>P.M.</u>
Monday-Friday	_____	to	_____
Saturday	_____	to	_____
Sunday	_____	to	_____

2. What are the ACTUAL operating hours?

DAY	<u>A.M.</u>		<u>P.M.</u>
Monday-Friday	_____	to	_____
Saturday	_____	to	_____
Sunday	_____	to	_____

3. What holiday or other periods is the Disposal Site typically closed?

DAY	<u>YES</u>		<u>NO</u>
New Years	_____		_____
Memorial	_____		_____
Independence	_____		_____
Labor	_____		_____
Thanksgiving	_____		_____
Christmas	_____		_____
Other (Specify):	_____		_____
_____	_____		_____

(Information Bid Form B – Continued)

4. Are there any local agreements, ordinances, etc. which would prohibit extending the ACTUAL operating hours in Question II. B. 2. up to the PERMITTED operating hours in Question II. B. 1.

C. What is the PERMITTED capacity in tons? (Note applicable figures only).

	2014	2015	2016	2017	2018
Daily	_____	_____	_____	_____	_____
Weekly	_____	_____	_____	_____	_____
Monthly	_____	_____	_____	_____	_____
Quarterly	_____	_____	_____	_____	_____
Yearly	_____	_____	_____	_____	_____

D. At the PERMITTED levels in Question II.C. what is the projected useful life in years?

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E. What is the RECEIVING level today? (2014)

Daily	_____
Weekly	_____
Monthly	_____
Quarterly	_____
Yearly	_____

F. At the RECEIVING levels in Question II.E. what is the projected useful life in years?

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(Information Bid Form B – Continues)

G. Does the Disposal Site have special waste restrictions for:

	<u>YES</u>	<u>NO</u>
1. Bottom/Fly Ash	_____	_____
2. Construction/Demolition Debris	_____	_____
3. Asbestos	_____	_____
4. Industrial Non-Hazardous Sludge	_____	_____
5. Hazardous Waste	_____	_____
6. Publicly Owned Wastewater Treatment Plant Sludge	_____	_____

H. Are there any existing Agreements with local municipalities or other entities, which prohibit or impact the following:

Item	<u>YES</u>	<u>NO</u>
1. Routing to site	_____	_____
2. Weight limits between state roads and site	_____	_____
3. Number of vehicles	_____	_____
4. Vehicle size	_____	_____
5. Solid waste importation outside jurisdiction area	_____	_____
6. Host Community Benefits	_____	_____

I. Is the site suitable and willing to accept Acceptable Waste about May 1, 2014?

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(Information Bid Form B – Continued)

- J. Does the issued permit, State Law, Executive Order, State Regulation, or any other written agreement preclude or limit the amount of out-of-state or outside the jurisdiction waste that can be received at the Disposal Site?

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

If Yes,  
Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. ADDITIONAL INFORMATION**

- A. Is the Disposal Site willing and able to commit to continue to accept Tompkins County Waste after April 30, 2017

If yes, for how long? \_\_\_\_\_  
\_\_\_\_\_

- B. Has the Disposal Site accepted waste other than mixed municipal solid waste?

If yes, please list:

<u>Material</u>	<u>Dates</u>
_____	_____ to _____

- C. Has the site ever or presently been classified as potentially containing hazardous waste materials?

If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Information Bid Form B – Continued)

D. Is the Disposal Site planning for any expansion?  
If yes, complete the following:

1) Expansion planned and application submitted

Status of Application: \_\_\_\_\_  
\_\_\_\_\_

Size of Expansion: \_\_\_\_\_ Acres

Additional Design Capacity: \_\_\_\_\_ Tons

Additional Design Capacity: \_\_\_\_\_ Years

2) Expansion planned but for which no application has been made

Status of Application: \_\_\_\_\_  
\_\_\_\_\_

Size of Expansion: \_\_\_\_\_ Acres

Additional Design Capacity: \_\_\_\_\_ Tons

Additional Design Capacity: \_\_\_\_\_ Years

3) Expected Site Life at anticipated receiving rate: \_\_\_\_\_ Years  
(with any expanded capacity included) for which an application has been made.

Company Contact:

Firm: \_\_\_\_\_

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

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**ANTI-DISCRIMINATION CLAUSE**

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

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

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

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

**COUNTY OF TOMPKINS  
GENERAL CONDITIONS**

**AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position: \_\_\_\_\_

Print Name & Company Position: \_\_\_\_\_

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

Date Signed \_\_\_\_\_ Federal I.D. Number \_\_\_\_\_

INSTRUCTIONS FOR COMPLETING THE  
TOMPKINS COUNTY STANDARD INSURANCE CERTIFICATE

1. Enter the name and address of the NAMED INSURED as they appear on the policy (ies).
2. Enter the name, address and telephone number of the agency, brokerage or insurance carrier issuing the Certificate.
3. Enter the complete name for the insurance carrier(s) affording coverage next to the appropriate letter. Do not use group designations such as Kemper, Chubb etc.
4. Enter corresponding Company letter, policy number, effective date, expiration date and limits of liability in the appropriate spaces for those coverage's required by your contract with the County.
5. **IMPORTANT!** The General Liability from and Edition date **MUST** be filled in.
6. General Liability Section: check either yes or no to indicate contractual included in general liability.
7. Indicate the policy(ies) by number on which Tompkins County, its officers, employees and agents are names as Additional Insiders, if required by contract.
8. Sign and date the Certificate and return with bid. Contracts will not be signed by the County or payments made until insurance requirements are approved.
9. All Certificates **MUST** be signed by a licensed resident agent o the insurance carrier unless issued directly by the insurance carrier, in which case a duly authorized employee for the carrier must sign the Certificate. Broker signature is **NOT** acceptable.
10. If Professional Liability or other specialty coverage such as Liquor Legal Liability is required, indicate in block 6, "Other".
11. County contract number covered by the insurance certificate must be shown on the certificate in Section VI – DESCRIPTION.

All questions regarding the insurance coverage requirements should be directed to Jackie Kippola,  
County Administration: 125 E. Court St., Ithaca, New York 14850

Telephone: (607) 274-5548



## TOMPKINS COUNTY CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS  
CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

INSURED NAME ADDRESS CITY,ST ZIP	<i>INSURANCE CARRIER:</i> A  B	A.M. BEST RATING:  
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C  D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN \$1,000)
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE FORM  <input type="checkbox"/> OTHER	  (Certified copy of policy must be submitted if "other")			EACH OCCURRENCE \$ GENERAL AGGREGATE \$  PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV INJURY \$ FIRE DAMAGE (ANY ONE FIRE) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-HIRED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM  <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$
	<b>NYS DISABILITY</b>				STATUTORY
	<b>PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS</b>				\$
	<b>OWNERS CONTRACTORS PROTECTIVE LIABILITY</b>				
	<b>OTHER</b>				

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder:  
**TOMPKINS COUNTY ADMINISTRATION**  
**125 EAST COURT STREET**  
**ITHACA, NY 14850**

PHONE (607-274-5548      FAX: (607) 274-5558  
 JKippola@Tompkins-Co.Org

Authorized Representative

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



**Tompkins County  
Vendor Responsibility Form**

The Office of the State Comptroller requires that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the County against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the following questions. This form **must** be returned with your bid submission in order for your bid to be ruled responsive.

Within the past five (5) years has your firm, any affiliate, any predecessor or company or entity, owner, director, officer, partner or proprietor been the subject of:

**ANSWER ALL QUESTIONS**

- |  |           |          |
|--|-----------|----------|
| A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?   | YES _____ | NO _____ |
| B. A government suspension or debarment, rejection of any bid or disapproval of any proposed sub-contract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? | YES _____ | NO _____ |
| C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed “serious or willful?”   | YES _____ | NO _____ |
| D. A consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?                                   | YES _____ | NO _____ |

E. A finding of non-responsibility by a governmental agency or Authority for any reason.

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes to any of the above, please provide details regarding the finding.

ENTITY MAKING FINDING: \_\_\_\_\_

YEAR OF FINDING: \_\_\_\_\_

BASIS OF FINDING: \_\_\_\_\_

\_\_\_\_\_  
(Attach additional sheets if necessary)

Offerer Certification:

*I certify that all information provided to Tompkins County with respect to State Finance Law §139-k is complete, true and accurate.*

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

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

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

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

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**BID/PROPOSAL SIGN-OFF SHEET**

**BID/PROPOSAL TITLE:**

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

		DONE	INITIALS
1.	Bid/Proposal completed		
2.	Non-Collusive certificate completed		
3.	Anti-Discrimination clause completed		
4.	Proof of insurance coverage in amounts required by specification signed by insurance agent enclosed		
5.	Addenda (if issued) received		
	List Addendum # and dates		
6.	Insurance Binder completed		
7.	Vendor Responsibility Form completed		
8.	Agree to all Terms & Conditions as provided within the specifications		
9.	W-9 Taxpayer Identification and Certification		
10.	Bid Sign-Off Form completed		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

\_\_\_\_\_  
Name/Title of Authorized Person Submitting Bid

\_\_\_\_\_  
Firm or Corporation Making Bid

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
(Remit to address (if different than above))

\_\_\_\_\_  
Signature of Authorized Person Submitting Bid

## **BID SCHEDULES**

**BID SCHEDULE A**  
**MSW HAUL AND DISPOSAL SERVICES**

Proposal of \_\_\_\_\_ hereinafter called "Bidder"). To

Tompkins County, Solid Waste Division (hereinafter called "Owner").

In compliance with your Advertisement for Bids, dated \_\_\_\_\_, BIDDER hereby proposes to perform all WORK in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price set below, for the Total Bid Price, for MSW Haul and Disposal Service combined.

MSW HAUL SERVICES- Informational Only \$ \_\_\_\_\_ Ton

One-Way Actual Route Mile from RSWC To MSW Disposal Site \$ \_\_\_\_\_/Mile

Cost per ton/mile \$ \_\_\_\_\_/Ton /Mile

MSW DISPOSAL SERVICES-Informational Only \$ \_\_\_\_\_/Ton

**TOTAL BID PRICE:**  
**MSW HAUL AND DISPOSAL SERVICES COMBINED** **\$ \_\_\_\_\_/Ton**

**BID SCHEDULE B**  
**C&D HAUL AND DISPOSAL SERVICES**

Proposal of \_\_\_\_\_ hereinafter called "Bidder"). To

Tompkins County, Solid Waste Division (hereinafter called "Owner").

In compliance with your Advertisement for Bids, dated \_\_\_\_\_, BIDDER hereby proposes to perform all WORK in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price set below, for the Total Bid Price, for C&D Haul and Disposal Service combined.

C&D HAUL SERVICES- Informational Only	\$ _____ Ton
One-Way Actual Route Mile from RSWC To C&D Disposal Site	\$ _____/Mile
Cost per ton/mile	\$ _____/Ton /Mile
C&D DISPOSAL SERVICES-Informational Only	\$ _____/Ton
TOTAL BID PRICE: C&D HAUL AND DISPOSAL SERVICES COMBINED	\$ _____/Ton

**SECTION 4**

## **GENERAL CONDITIONS OF CONTRACT**

## **SECTION 4 – GENERAL CONDITIONS OF CONTRACT**

### **4.1 ACCEPTANCE OF BID**

The acceptance of a Bid will be a Notice of Award signed by a duly authorized representative of the County, and no other act of the County shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful Contractor to execute the Agreement and other Contract Documents.

### **4.2 ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or of his right, title, or interest therein or his power to execute such Agreement, to any person or corporation without the prior written consent of the County. If the County does consent to a subcontractor, the Contractor shall require all subcontractors to abide by the provisions of Contract Documents.

### **4.3 LIMITATION OF FUNDS AVAILABLE**

The Contractor specifically agrees that any Agreement shall be deemed executory only to the extent of the funds appropriated for the purpose for the Agreement and that no liability shall be incurred by the County beyond the funds appropriated on the date of execution of the Agreement by the County for the said purpose.

### **4.4 HOLD HARMLESS AND INDEMNIFICATION/INSURANCE**

#### **4.4.1 Requirements for Haul Services and Disposal Services**

The Contractor shall indemnify, protect, hold harmless and defend the County, its officers, board, committees, employees and elected officials against any and all liabilities, losses, claims, penalties, fines, forfeitures, suits and costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees) which may be alleged against the County, or which the County may incur, become responsible for, or pay out as a result of bodily injury or death to any person, destruction or damage to any property (including Loss of Use thereof), contamination of or adverse effects to the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the wastes accepted by the Contractor in relation to this contract (without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of events, actions or inaction occurring after the Contractor takes possession of the waste materials). The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater:

1. Worker's Compensation and New York Disability – Statutory Employer's Liability – Unlimited.

2. Commercial General Liability – including, contractual, independent contractors, products/completed operations – Occurrence Form Required.

- Each Occurrence \$1,000,000
- General Aggregate 2,000,000
- Products/Completed Operations Aggregate 2,000,000
- Personal & Advertising Injury 1,000,000
- Fire Damage Legal 50,000
- Medical Expense Limit 5,000

- General Aggregate shall apply separately to the project described in the contract.
- Tompkins County, its officers, employees, agents and elected officials are to be included as Additional Insureds.

3. Environmental Impairment Liability

Option C.1.1 (E.I.L.I.)

- Each Occurrence \$3,000,000
- General Aggregate \$5,000,000
- Must be written with Tail Coverage

The Contractor must provide the level of coverage applicable to the selection of the County and made part of the signed Agreement. The bidder shall submit a complete Bid at one or both levels of coverage.

General Aggregate shall apply separately to the project described in the contract.

Tompkins County, its officers, employees, agents and elected officials are to be included as Additional Insureds.

4. Business Auto Coverage

- Liability for Owned, Hired and Non-Owned Autos \$3,000,000 CSL or 300,000 per Person BI/ 5,000,000 Per Accident BI 3,000,000 PD Split Limits

- Tompkins County, its officers, employees, agents and elected officials are to be included as additional insureds.

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. A certificate of Insurance or letter from a licensed agent or authorized representative of the insurance company certifying that the insurance required is available must be returned with the bid. The cost for the required insurance must be considered in the bid.

#### **4.5 PREVAILING WAGE RATE(S)**

Any Bidder awarded a Contract in accordance with this Bid Solicitation hereby agrees to comply with New York State Law with respect to the payment of prevailing wage rates. Any change in prevailing wage rates during the Contract period shall be included as a part of the Bidder's Price.

#### **4.6 CHANGES IN THE WORK, FORCED ACCOUNTING**

##### **4.6.1 Amendments to Contract Documents**

In the event the County directs the Contractor, by written authorization signed by the County Administrator or his designee to perform additional services beyond the scope of those described in this Contract Documents, the Contractor shall be compensated for such additional services on an agreed price by issuance of an amendment signed by both parties.

##### **4.6.2 Forced Accounting**

In the event that time prohibits the issuance of a change order, after receiving written order to proceed, and notifying the County in writing that such work is beyond the scope of the Contract, the Contractor shall be compensated on the following basis:

$$\text{COMPENSATION FOR ADDITIONAL SERVICES} = \\ \text{DIRECT LABOR COST} + \text{DIRECT MATERIAL COST} + \text{OVERHEAD} + \text{PROFIT}$$

For purposes of this Section:

- a.** DIRECT LABOR COST shall include hourly wages, including overtime premiums, actually paid plus the following fringe benefits associated with those wages – group medical, group life insurance, pensions, FICA, uniforms, safety equipment or special tools. These fringe benefits shall be separately identified and shall not duplicate fringe benefits paid in connection with work performed within the scope of the Agreement.
- b.** DIRECT MATERIAL COST shall be those costs actually paid by Contractor for materials utilized by Contractor in performance of the additional services. The cost for such materials shall not include sales tax for any materials which constitute personal property incorporated into the structures, buildings, or real property of the County since such personal property is exempt from taxation under Section 1115 for the New York State Tax Law.
- c.** OVERHEAD shall be 10% of the total of the Direct Labor Costs and the Direct Material Costs.
- d.** PROFIT shall be 5% of the total of the Direct Labor Costs, the Direct Material Costs and the Overhead.

#### **4.7 COMPENSATION AND PAYMENTS**

The Contractor will be compensated as provided in this Section.

#### **4.7.1 Compensation**

As compensation for services, Contractor shall be paid a sum equal to the following

Total actual tons of acceptable waste hailed from and measured at the designated Transfer Facility to the Designated Disposal Site times the actual one way direct plane coordinate distance in miles between the transfer facility and the disposal site times the unit bid price per ton-mile for the appropriate radius.

Total actual tons of acceptable waste received at the Disposal Site as measured at the designated Transfer Facility times the Unit Bid Price per ton.

#### **4.7.2 Payments**

Contractor shall receive monthly payments for services performed during the prior calendar month upon submission of a completed Tompkins County claim voucher and required reports. Such payments shall be made within forty-five (45) days of the County's approval of Contractor's invoice. Contractor's monthly invoice shall include a daily summary of tonnage received, hauled, or disposed by Contractor. The County shall be entitled to deduct from any payment owing to Contractor any sums expended by the County to cure any default or other non-compliance by Contractor.

#### **4.7.3 GUARANTEED COMPENSATION**

The County does not guarantee a minimum or maximum quantity of solid waste. Bidders are directed to Appendix D.

#### **4.7.4 ANNUAL PRICE INCREASE**

The price per ton of the contract(s) awarded will reflect the Annual Fuel Cost Adjustment (FCA) and the Consumer Price Index (not to exceed 3%) – Urban (CPI-U) as follows. The Annual FCA applied to 9% of the total

per ton cost shall be based on the 12 month change in diesel pricing as published on the US Department of Energy website "No. 2 Diesel Fuel - sales to end user, average" for PADD 1B, New York. The 12 month change shall be defined by using the month of the contract date. For example, if the contract is signed on February 15th then the FCA would be based upon the change in index on February of the prior year and February of the current year. This adjustment will not be limited and will float up or down as the FCA changes and accumulates over the 12 month period. An example application of the FCA and CPI-U follows that calculates the adjustment of the price per ton based on hypothetical readings of the DOE index for New York and CPI-U for Northeast Urban on February 2012 and February 2013.

## EXAMPLE APPLICATION

	% of Costs	Bid Price per Ton breakdown	Fuel Cost Adjustment	CPI-U Change	Change to Price per Ton	Adjusted Price per Ton
Fuel	9%	\$ 4.05	2.18%	0%	\$ 0.09	\$ 4.14
Other	91%	\$ 40.95	0%	1.30%	\$ 0.53	\$ 41.48
	100%	\$ 45.00			\$ 0.62	\$ 45.62

### Example: Fuel Cost Adjustment Calculation

Fuel price Feb 2013	Fuel price Feb 2012	FCA increase/decrease (12 month change)	Actual Fuel % Cost Adjustment
4.22	4.13	0.09	2.18%

If the indexes defined above are not available or published, or if the index as it is constituted on the contract date is thereafter substantially changed, there shall be substituted for such index another comparable index or price as shall be mutually agreed upon by the County and the Company.

## 4.8 AUDITS

The County reserves the right to require the Contractor to submit any necessary documentation needed to substantiate monthly payments and in addition to submit to semi-annual detailed audits of the Contractors operation, records, books, etc., by the County or its Agent.

In accordance with the provisions in Section 4.7 relating to final payment, the Contractor shall submit a certified audited statement of their services for the prior year by February 1<sup>st</sup> of the following year. The County shall have received and reviewed such audit and may perform additional audits prior to making the final payment.

## 4.9 TERMINATION & DEFAULT

### 4.9.1 Remedies for Events of Default

The remedies available to the parties following an Event of Default shall be governed by this Section 4.9.

### 4.9.2 Events of Default by Contractor

The following shall constitute Events of Default on the part of the Contractor:

- a) the unexcused failure of the Contractor to timely receive, haul and/or dispose of acceptable waste as required herein; or failure to provide alternate services as required by Section 5.
- b) the unexcused failure of the Contractor to timely perform any other material obligation under this Agreement within fifteen (15) days after notice of such failure is given by the County to the Contractor;
- c) I the failure of the Contractor to pay amounts owed by it to the County or any other person under this Agreement within fifteen (15) days following the time they become due;
- d) the Contractor shall (A) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or in the future in effect, (B) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (C) make a general assignment for the benefit of creditors, (D) fail generally to pay its debts as they become due, or (E) take any action to authorize any of the foregoing;
- e) an involuntary case or other proceeding shall be commenced against the Contractor seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and stayed for a period of sixty (60) days, or an order for relief shall be entered against the Contractor in an involuntary case under the federal bankruptcy laws;
- f) any distress, execution or attachment shall be levied upon the property of the Contractor that shall interfere with its performance under this Agreement; or
- g) any material adverse change shall take place in the Contractor's final or other condition that shall interfere with its performance under this Agreement; or
- h) any representation or warranty for Contractor to the County shall have been untrue when made or shall become untrue during the Term.
- i) any loss of permit to operate a solid waste transfer, haul, or disposal facility or company.
- j) any proceedings, judgments, claims or clean up requirements are made against the contractor for the facility in use for this contract.

#### **4.9.3 Remedies of the County**

- a) In the event of the occurrence of any Event of Default described in Section 4.9.2, the County shall, in addition to any other available remedies, be entitled to full contract damages and, as provided below, the County may terminate this Agreement upon and by notice to the Contractor.
- b) Upon the occurrence of any Event of Default, the County may terminate this Agreement upon and by notice to the Contractor.

- c) Upon termination of this Agreement, the County shall have the right, in addition to and without prejudice to all other rights and remedies, to fulfill or have the Contractor's obligations under this Agreement fulfilled by such means and in such manner by contract or otherwise, with or without public letting as permitted by law, as the County deems advisable. The County may deduct any actual and reasonable costs it incurs thereby from any payment then or thereafter due to the Contractor and may hold the Contractor liable for any excess amount reasonably incurred.

#### **4.9.4 Events of Default by County**

The following shall constitute Events of Default on the part of the County:

- a) the unexcused failure of the County to pay amounts owed by it and due to the Contractor under this Agreement within thirty (30) days of notice, in writing, from the Contractor, which notice may be given no earlier than the date that such payment is required to be made pursuant to Section 3(c) hereof;
- b) any distress, execution or attachment be levied upon the property of the County which shall substantially interfere with its performance under this Agreement.

#### **4.9.5 Remedies of the Contractor**

- a) If, within a period of ten (10) days after the County has received notice from the Contractor that an Event of Default described in Section 4.9.4 has occurred, describing in detail the nature of the Event of Default, the County fails to remedy such Event of Default, the Contractor may terminate this Agreement by notice to the County.
- b) If this Agreement is terminated by the Contractor under this Section 4.9.5, The County shall pay to the Contractor in full satisfaction of all claims of the Contractor an amount equal to the sum of:
  - i. the amount due to the Contractor pursuant to the Contract terms for the work performed, plus
  - ii. the additional costs actually incurred by the Contractor arising out of the early termination of work prior to the expiration of the Contract term.
- c) Termination Payment. Within thirty (30) days following termination of this Agreement, the County and the Contractor shall reconcile all amounts then due and payable to each other under the terms of this Agreement. Within thirty (30) days after resolving the total amount to the outstanding unpaid balance owed by the County or the Contractor to the other as a result of such reconciliation, the County and the Contractor shall, except as herein otherwise provided, make final payment in complete discharge of their obligations under the Agreement, except those obligations which are, by the terms of this Agreement, to survive the termination hereof.

#### **4.10 UNCONTROLLABLE CIRCUMSTANCES**

If any event of Uncontrollable Circumstances, as defined below, occurs, the Contractor shall notify the County thereof and disclose to the County the estimated length of delay or inability to perform and the cause of the delay or inability to perform. In such event, the Contractor shall not be deemed to have violated the obligations hereunder, and the time for performance of the obligations shall be extended by a period of time necessary to overcome the effects of Uncontrollable Circumstances.

Uncontrollable Circumstances means any act, event or condition affecting the Contractor to the extent it materially and adversely affects the ability of the Contractor to perform its obligations hereunder, provided such act, event or condition is beyond the reasonable control and is not the result of the willful or negligent action, inaction or fault of the Contractor. Subject to the foregoing, Uncontrollable

Circumstances shall include the following:

- a) an act of God (but not including reasonably anticipated weather conditions), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance;
- b) general strikes, work stoppages or other labor disputes or disturbances if the Contractor has bargained in good faith (in situations where the Contractor is party to the bargaining effort) and is not reasonably able to obtain substitute labor, services, material or equipment when required. (Uncontrollable Circumstances shall not include strikes work stoppages or other labor disputes or disturbances aimed specifically at Contractor with respect to the activity performed or to be performed by Contractor pursuant to this Agreement); and
- c) the presence of hazardous Waste upon, beneath or migrating from any county owned facility.

The following acts and conditions shall not constitute Uncontrollable Circumstances:

- a. general economic conditions, interest or inflation rates or currency fluctuations;
- b. the failure of Contractor to obtain or maintain any permits necessary to performance;
- c. the financial condition of the Contractor;
- d. union work rules, requirements or demands that have the effect of increasing the number of employees employed by Contractor in performing hereunder or otherwise increasing the cost to the Contractor of performing hereunder.
- e. equipment failure;
- f. any impact of prevailing wage law, customs or practices on the Contractor's costs;
- g. the imposition of any tax at the state or federal level on a Disposal Site, unless such tax exceeds 10% of the compensation to be paid to the Disposal Contractor. (If such tax exceeds 10%, the County shall have the option of paying the tax to the extent it exceeds 10% on behalf of the Disposal Contractor or terminating the contract);
- h. any change in local law that prevents the Disposal Contractor from accepting Solid Waste from the County; and
- i. any change in law or in the permit conditions affecting the Contractor or change in the status of any Disposal Site.

#### **4.11 RIGHTS AND OPTIONS**

Tompkins County, New York, reserves and holds at its discretion the following rights and options upon awarding Contracts in accordance with these Contract Documents:

1. To award Service Agreement(s) to the Bidder(s) whose bid(s) is (are) judged to be the lowest responsible bid pursuant to Section 103 of the General Municipal Law of the State of New York.
2. To reject any and/or all bids.
3. To issue subsequent bid requests.

4. To issue additional and subsequent solicitations for statements of qualifications, and conduct investigations or interviews with respect to the qualifications of each Contractor.
5. To designate another public body, private or public agency, group, or authority to act in its behalf for evaluation and Agreement negotiations.
6. To designate another public body, private or public agency, group, or authority to act in its behalf for contract administration of this project at any time during the Agreement period.

#### 4.12 DEFINITIONS

The following are terms mentioned in these Contract Documents. These terms shall have that meaning as is expressly indicated below:

Acceptable Waste means mixed solid waste consisting of mixed residential, commercial, and **industrial waste**, and small amounts of Construction and Demolition Debris that is not Yard Waste or Hazardous Waste and that is delivered to the County designated Transfer Facility either by Designated Haulers or by Authorized Persons. Acceptable waste does not include sewage sludge from waste water treatment plants.

Agreement means the executed agreement between the County and Contractor pursuant to these Contract Documents.

Construction and Demolition Debris means the portion of uncontaminated Acceptable Waste resulting from the construction, remodeling, repair and demolition of structures (and roads) but excluding electrical fixtures containing Hazardous Waste as defined by the NYS Department Of Environmental Conservation in Subpart 360-1.2 DEFINITIONS.

County shall mean the County of Tompkins, New York.

Designated Haulers shall mean governmental or business entities authorized by the County to transport Acceptable waste in the County.

Disposal Site means an out-of County solid waste management facility designated by the County for disposal of Waste.

Hazardous Waste means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause or significantly contribute to an increase in mortality or increase in serious irreversible, or incapacitating reversible, illness; or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged; or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act, 42 U.S.C. & 6901 et.seq. and the regulations contained in the 40 CFR Parts 260-281; (2) the Toxic Substances Control Act, 15 U.S.C. & 2601 et.seq. and the regulations contained in 40 CFR Parts 761-766; (3) future additional or substitute federal, State or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous waste, or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. § 2011 et.seq. and the regulations contained in 10 CFR Part 40; except that Hazardous Waste shall not include Household Hazardous Waste which is accorded treatment as other than Hazardous Waste under Applicable law.

Month means any of the twelve calendar months.

Performance Bond means a bond, in an amount equal to the Contract Amount required by these Contract Documents, delivered to the County, which guarantees the Contractor's full and faithful performance of the work to be performed per these Contract Documents.

Yard Waste means waste consisting of leaves, grass clippings, garden debris, Christmas trees, small pieces of clean wood and small or chipped branches collected separately from Acceptable Waste.

Ton shall mean a "short Ton" of 2,000 pounds.

Transfer Station shall mean the designated Tompkins County facility from which transportation of acceptable waste shall occur.

Unacceptable Waste means all Solid Waste not allowed to be delivered to or accepted by the County and shall include Hazardous Waste, incinerator residue, foundry sand, loads of fly and bottom ash, discarded automobiles or major components thereof, large items of machinery and equipment from commercial sources, offal, regulated infectious or medical waste, and domestic sewage.

**SECTION 5**  
**TECHNICAL SPECIFICATIONS**

## **SECTION 5 – TECHNICAL SPECIFICATIONS**

### **5.1 GENERAL REQUIREMENTS**

These Contract Documents are issued by Tompkins County, State of New York, 125 East Court St., Ithaca, New York 14850 (Telephone: (607) 274-5500).

Tompkins County intends to enter into Agreement(s) with qualified Contractor(s) to manage its solid waste for the five year period. Transfer operations are conducted at the Tompkins County Recycling and Solid Waste Center, located on Commercial Avenue in the City of Ithaca. The Contractor(s) will assure Tompkins County that solid waste will continue to be (1) hauled from the Recycling and Solid Waste Center to a Disposal Site(s), and (2) disposed at the permitted Disposal Site. The following Contracts is defined herein:

#### Haul Services and Disposal Services

Provide equipment, labor, materials, maintenance, management and policies to operate a transportation system for hauling Tompkins County designated municipal solid waste and construction and demolition debris from the RSWC Transfer Facility to a designated Disposal Site(s) as set forth herein, and to provide disposal for solid waste from the designated Tompkins County Transfer Station as set forth herein.

Transportation equipment shall be in accordance with New York State Department of Transportation, Interstate Commerce Commission, United States Department of Transportation, as defined in the Code of Federal Regulation, or other applicable state and federal regulatory requirements and these Contract Documents. Transporters must hold valid NYSDEC Part 364 permits and/or interstate permits as required by law.

The Contractor's Solid Waste Disposal Site, if New York State, must be in compliance with all State of New York Department of Environmental Conservation's and U.S. Government's Regulatory requirements, e.g., 6NYCRR Part 360, Resource Conservation Recover Act (RCRA), Environmental Protection Agency – Subtitle D, et.al.. Disposal sites outside New York State shall be permitted by and in compliance with, applicable local, state and federal laws and regulations. All facilities must meet the minimum requirements of these Contract Documents. Land disposal is the only acceptable disposal technology.

### **5.2 CHARACTER OF THE WASTE**

For all Contracts associated with this bid solicitation, the term “all of Tompkins County's acceptable waste shall include all acceptable waste per Section 4.12.

### **5.3 Tompkins County Transfer Facility(s)**

### 5.3.1 Facility Location

The Tompkins County Recycling and Solid Waste Center (RSWC) is located on Commercial Avenue in the City of Ithaca. The scale house and weigh scale (in-bound and out-bound scale) are maintained and operated by Tompkins County and are used by the County for weighing waste during Transfer/Haul operations. The tonnages measured at this weigh station is the basis for all payments made for the Contract. The Recycling and Solid Waste Center is operated and maintained by a contracted third party facility operator. The successful Hauling Contractor will need to coordinate transportation of acceptable waste with the facility operator.

### 5.3.2 Services Provided by Tompkins County or its Agents

#### I. Recycling and Solid Waste Center

Tompkins County's responsibilities at the Recycling and Solid Waste Center are limited to operation and maintenance of the Scale house and Scales and supervision of the contract with the facility operator.

**The facility operator** shall provide all necessary labor, equipment and materials including but not limited to the following to maintain a reliable transfer services operation in a manner that will meet the needs of Tompkins County and the overall requirements of these Contract Documents.

#### II. Recycling and Solid Waste Center

1. Manage and operate the Recycling and Solid Waste Center in accordance with all local, state and federal codes, permits and regulations
2. Monitor waste receiving activities,
3. Load open-top solid waste & C&D transfer trailers provided by the Hauling Contractor.
4. Move transfer trailers in and out of the Transfer Facility to the staging area and covering trailers,
5. Maintain any ancillary facilities that pertain to transfer activities,
6. Manage and maintain the Recycling and Solid Waste Center yard area and access roads.

### 5.3.3 Recycling and Solid Waste Center

The RSWC is a 28,130 square foot facility designed and constructed to receive and process recyclables and solid waste delivered by County haulers and individual County residents.

The County owns the facility, including all processing equipment. **The facility operator** has signed a 10 year operating contract with the County to operate the recycling and waste transfer systems. The facility operator will be responsible for securing end-markets for products generated through Tompkins County recycling program.

All processing and transfer activities take place within the main pre-engineered metal building.

Municipal solid waste and C&D will be transferred via bucket-loader into long-distance transfer trailers for final disposal out-of-County. Again, all processing takes place indoors. Trailers are to be fully covered before movement to the outdoor staging area. Trailers will be picked up daily for transport to the final disposal site.

### **5.3.4 Hours of Operation**

#### **I. Recycling and Solid Waste Center**

Receiving

Solid Waste is received at the Recycling and Solid Waste Center during the following hours:

Monday through Saturday: 7:00 A.M. to 3:30 P.M.

Loading:

Solid waste loading at the Recycling and Solid Waste Center shall be compatible with the designated Disposal Site(s) delivery period, and the Haul Contractor's vehicle reserves to assure adequate equipment to accommodate the removal of waste.

### **5.3.5 Solid Waste Monitoring**

#### **I. Recycling and Solid Waste Center**

**Facility operator** will provide their own monitoring personnel. An employee of the facility operator will act as full time floor attendant/inspector and will be constantly present on the tipping floor to monitor the incoming waste during all hours that the facility is open and receiving waste, and will monitor the incoming waste for unacceptable waste.

The presence or absence of a facility operator inspector shall in no way relieve the Contractors from any requirements under these Contract Documents or from the prevailing state and federal regulations. The Contractor acknowledges that the facility operator inspector is not authorized to change or modify any of the Contract Documents whether in writing or otherwise.

### **5.3.6 Unacceptable/Hazardous Waste**

#### **I. Recycling and Solid Waste Center**

The facility operator is responsible for guarding against the delivery of unacceptable waste and hazardous waste. Facility operator will have a contingency plan as part of their Operations Plan in the event that such wastes are accidentally discharged.

Tompkins County shall be responsible for arranging for the removal of a hazardous waste material by a licensed NYSDEC approved hauler to a disposal facility possessing all necessary NYSDEC permits, equipment and expertise to receive or dispose of such materials.

### **5.3.7 Site Security**

#### **I. Recycling and Solid Waste Center**

The County and facility operator assumes no liability for safeguarding any on-site Contractor property and/or possessions. The Contractor shall assume security for all of his on-site property and/or possessions. The Contractor assumes financial liability for all property damage due to his negligence or equipment losses.

### **5.3.8 Snow Removal**

#### **I. Recycling and Solid Waste Center**

The facility operator is responsible for all snow removal along the entrance road leading to the Recycling and Solid Waste Center. The County is responsible for the road leading to the scales, including the area immediately around the weigh station. facility operator will keep clear all access roads, parking and staging areas in use by their own personnel and the Haul Contractor so that there is no interruption in the progression of the work.

### **5.3.9 NYSDEC Part 360 Permit to Operate**

#### **I. Recycling and Solid Waste Center**

The Recycling and Solid Waste Center operates under a NYSDEC Part 360 permit to operate (copy attached). Appendix E. The current permit expires in May 2023.

## **5.4 HAUL SERVICES, Responsibilities**

### **5.4.1 Work Included**

The Contractor shall furnish all labor, equipment, and materials to provide the following services and any other non-specified items, without limitations, to maintain a reliable haul services operation in a manner that will meet the needs of Tompkins County:

1. Management and operation of a fleet of open top, self unloading trailers and tractors to accommodate the transport of acceptable waste from the Designated Transfer Station to a County designated Disposal Site in accordance with all local, state, and federal regulations. The Contractor must hold a valid NYSDEC Part 364 permit for such work and submit same with his bid. The Contractor shall submit for approval an Operations Plan detailing all scheduling, staging, and routing plans and any other requirements called for in these Contract Documents. The Operations Plan shall include Contingency plans for inclement weather, and other unforeseen circumstances. The Operations Plan shall be submitted to the County within 10 days after the execution of the Agreement.
2. Financial liability and maintenance responsibility of transport equipment (transfer trailers, tractors, etc.), vehicles, personnel and services for solid waste transport activities.

## 5.4.2 Equipment

The Contractor shall provide reliable refuse handling and other essential ancillary equipment, along with personnel to operate, and maintain a reliable haul services system in a manner that will satisfy the needs of Tompkins County. The following is the minimum level of haul services equipment acceptable to the County to support the haul operation:

<u>Type</u>	<u>Quantity</u>
90 – 100 CY, open top, self unloading trailers location	quantity dependent on volume, disposal site and haul distance
Transfer tractors	quantity dependent on disposal site location and haul distance

The Contractor shall have a reserve supply of equipment to meet the daily and seasonal incoming unpredictable surges and for delays due to inclement weather. Reserve supplies shall meet the Transfer facility operational requirements. Each Bidder is responsible for familiarizing itself with the Transfer Facility site, to assure equipment compatibility.

The County is providing compensation based on the distances traveled during the performance of the work. The County makes no guarantee with respect to the amount of waste which will be handled by Contractor during the term of the Agreement. Each Bidder is to make its own independent analysis, along with optimum management and scheduling, and prepare its bid in accordance with its findings. The above is the minimum requirement for Contract compliance. If circumstances dictate that additional equipment is necessary, regardless of the reason, the Contractor shall be solely responsible to provide whatever equipment and personnel are required at no additional expense to the County.

Additional transport equipment may be bulk material containers, dump trailers, roll-off containers or transfer trailers, provided that all such equipment is suitable for convenient loading given configurations of the transfer facility(s) tipping/storage floor.

Transfer equipment shall be:

- 1) designed to preclude spillage of waste,
- 2) loaded within their design capacity and New York State Department of Transportation regulations
- 3) maintained in good working order, and
- 4) registered with the State of New York Department of Motor Vehicles or equivalent state agency.

Corroded, defective, bent, deformed or punctured trailers, roll-off boxes, or other containers for waste materials shall not be utilized at any time.

Suitable covers shall be provided and used while transporting solid waste in open top transport equipment outside the Transfer Facility. Minimum covers are tie down canvas.

The Bidder shall clearly indicate the quantity and type of transport equipment/vehicles it plans to use, their availability date, state of repair, and that such units are compatible with the Transfer Facility scales

and New York State DOT regulations, United States Department of Transportation, as defined in the Code of Federal Regulations, or equivalent.

The Contractor will promptly remove from use any transport equipment/vehicle that does not conform with these requirements and replace it with an acceptable unit.

The Bidder shall clearly indicate where and how it will maintain these units, and what source of reserve units are available to complement emergency conditions and surge requirements.

The Contractor shall maintain its own off-site maintenance shop facilities for servicing the transport equipment and vehicle fleet, unless it elects to subcontract for these services.

### **5.4.3 Weighing**

It is the County's responsibility to provide certified weighing at the Recycling and Solid Waste Center.

Contractor must have all vehicles weighed into and out of the Transfer Station unless tare weights are established and approved by the County.

### **5.4.4 Disposal Site Destination Notification**

The County reserves the right to select the Disposal Site to which all or any portion of the waste will be transported without regard to the preference of the Contractor. Any notification to change Disposal Site shall be made on a twenty four (24) hour written notice to the Contractor. The Contractor agrees to abide with the terms and conditions of any Disposal Site agreements between Tompkins County and sites to which the Contractor is directed.

### **5.4.5 Schedule and Staging**

The Contractor shall schedule transportation from the designated transfer facility in accordance with a Monday through Saturday daytime delivery schedule. The Operations Plan shall be based on the designated Disposal Site and Transfer Facility relative locations and estimated turn around times.

Solid Waste must be removed from the transfer facility daily. Only minimal staging of covered loaded vehicles will be allowed at the transfer facility overnight and over Sunday to accommodate haul time between and operating hours of the transfer facility and disposal site. The Contractor shall remove this waste from the site immediately upon opening the following work day morning.

The Contractor is responsible for coordinating his schedule between the transfer facility operation and the disposal site. The Contractor must have available at least one empty trailer in the staging area at all times for use by the contractor for Transfer Services. The County or its agents are responsible for moving Haul Contractor's trailers in and out of the transfer facility from the staging area.

The facility operator will be responsible for covering the loaded vehicles prior to spotting in the staging area. The Haul Contractor is responsible for making sure that a trailer is always available and for inspecting and recovering trailer if needed prior to removal from site.

### **5.4.6 Routing**

The Contractor will select the route(s) for travel from the Transfer Facility to the Disposal Site. Contractor warrants and guarantees that, in selecting and utilizing such route(s), Contractor will insure that it is not violating any applicable motor vehicle height (overpass clearance) or weight restrictions, local ordinances or Interstate Commerce Commission regulations. Contractor will indemnify and hold the County harmless from any claims, fines or other damages assessed upon or incurred by the

County as a result of any violations of applicable restrictions or regulations relating to the routes traveled by the Contractor.

Contractor shall be compensated on the basis of the applicable One-Way Haul Radius by Direct Plane Coordinate Mileage regardless of the hauling route selected and utilized by Contractor. The “One Way Haul Radius Mileage” shall be the actual distance between the designated Transfer Facility and the Disposal Site as measured by direct plane coordinate miles. Contractor should consider the fact that the actual miles traveled will exceed the One Way Haul Radius Mileage which will be utilized to determine the compensation for such haul services. No additional compensation will be provided for such differences.

Contractor shall be responsible for and bear any and all financial risk associated with any routing change resulting from any cause whatsoever other than a “Special Routing” as defined in Section 5.4.7 below.

#### **5.4.7 Special Routing**

Tompkins County shall have the right, at its discretion, to direct Contractor to haul its waste over a special route from the designated Transfer Facility. Such direction shall be defined as a “Special Routing” if such direction is made to Contractor in a written notification detailing the special route, and the notification is signed on behalf of the County by the County Solid Waste Manager.

#### **5.4.8 Compensation to Contractor for Special Routing**

In the event of a Special Routing as defined in Section 5.4.7, the Contractor shall receive additional compensation for each ton of waste hauled over said special route if, and only if, the Special Routing Haul Radius, as defined below, is within a greater Haul Radius Increment than the Most Direct Legal Route.

For the purpose of this Section”

“Haul Radius Increment” shall be the One-Way Haul Radius increments listed on the applicable Unit Bid Price in the Bid Schedule.

“Most Direct Legal Route” shall be the shortest distance in road miles via federal, state, county, city and town roadways between the designated Transfer Facility and Solid Waste Disposal Site(s) upon which the Contractor can legally haul waste.

“Special Routing Haul Radius” shall be computed by adding the actual measured traveled mileage differential between the Most Direct Legal Route and the Special Routing to the Radius Haul Mileage between the Transfer Facility and Disposal Site.

“Haul Radius Mileage” shall be the distance between the Transfer Facility and the Disposal Site as measured by direct plan coordinate miles.

#### **5.4.9 Receiving**

Upon entering the Disposal Site, the transport equipment/vehicle will proceed as directed by the designated authority to discharge the solid waste. All transport equipment/vehicles must be equipped with a proper self-contained compatible discharge system.

The Contractor, Agents or Employees transporting the County’s solid waste to County designated disposal sites shall cooperate and comply fully with the directions of the Disposal Site operating personnel, through the site supervisor or his designee.

#### **5.4.10 Return**

Prior to exiting the Disposal Site, the Contractor will inspect the transport equipment for solid waste and sweep the unit, if necessary.

#### **5.4.11 Accident and Damage Policy**

The Contractor shall be required to prepare an accident and/or damage report of any accidents and/or damage that occurs while performing services under the term of the Agreement. This includes any accidents and/or damages incurred at the Transfer Facility, on the road, or at the Disposal Site by the Contractor or other contractors. The County and/or agent shall immediately be notified of any major occurrence such as bodily (to either users or personnel) or structural damage. A written Incident Report will be submitted to the County and/or its agent within twenty-four (24) hours containing the date, time, location, and complete description of all incidents. The responsible party or representative thereof shall also be recorded and required to sign the accident/damage report prior to departing the location of the incident.

For damage to the Transfer Facility the Contractor shall be responsible to supply the County or its agents with three (3) written competitive repair estimates of the reported damages which the County will use in submitting claims to the offending party's insurance company.

#### **5.4.12 Removal of Waste**

The Contractor must stage vehicles on site and make deliveries within a forty-eight (48) hour period following packing or loading at the RSWC.

The County or its agents are responsible for moving vehicles into and out of the transfer facility. Full or partially full vehicles staged outdoors must be covered at all times. The County or its agents are responsible for covering the vehicles before they are removed from the transfer facility. Proper covers will be provided by the Haul Contractor.

Solid waste, which must be carried over from Saturday until the following Monday, will be loaded into trucks, covered, and parked outside the building in the staging area. This shall include partial loads.

### **5.5 DISPOSAL SERVICES, Requirements**

#### **5.5.1 Work Included**

The Contractor shall furnish all labor, equipment, materials, and services and any other non-specified items to maintain a reliable disposal services operation in a manner that will meet the needs of Tompkins County including but not limited to:

1. All management supervision, labor, and maintenance personnel to keep the Disposal Site reliable in a manner that will satisfy the needs of Tompkins County and its Agents,
2. Reliable heavy (earth moving) equipment for regular and immediate backup service,
3. Liability insurance, performance and payment bonds,
4. Safety equipment,

The Contractor is obligated to dispose of all waste received by Tompkins County on a daily basis.

### **5.5.2 Operational Capacity**

The Contractor must identify in its Bid, on the forms provided the following information:

1. Disposal Site capacity – daily, weekly and annually.
2. Flexibility of Disposal Site capacity to allow for seasonal variances in waste generation and sufficient to permit continued service for the tonnages bid.
3. Hours and days of the week that the Disposal Site will be open for receiving solid waste from Tompkins County, including weekends, holidays and special closure periods.
4. Reduction in useful and permitted life as a result of Tompkins County's utilization.
5. All other information as listed on the Information Bid Form

The Contractor shall provide a maximum available capacity of **1,000** tons weekly and **35,000** tons annually (52 weeks/year). To allow for seasonal and other peak periods, and to further allow for unusual peak disposal needs, the County reserves the right to dispose of an additional twenty percent (20%) of the maximum per week in any two (2) calendar weeks during the Calendar Year at no additional cost, as long as annual total capacity reserved is not exceeded.

### **5.5.3 Permit Requirements**

Throughout the term of Agreement the Contractor must provide and maintain all current, valid local, state and federal permits, licenses, or other authorizations, (either temporary or permanent) that are required by law to receive solid waste at its Disposal Site. .

The Firm submitting and signing the Bid Schedule and Information Bid Form must be the authorized holder of the permit or have the legal and contractual right to bind the owner and operator of the landfill to the requirements of these Contract Documents. Such contract must provide the right to obligate the landfill for the dedicated and uninterruptable tonnage of solid waste as required by these documents for the term of the agreement plus the extension options. The bidder must furnish proof acceptable to Tompkins County of such legal right with his bid. Such proof shall include the tonnage limit the Bidder is contractually allowed to obligate, if any, and the current tonnage obligated. (Also see Section 5.5.12)

The County will only consider bids submitted which currently have a valid state regulatory permit to operate during the term of the agreement.

In the event a Contractor fails to maintain or obtain any necessary current, valid local, state and federal permits, licenses, or other authorizations, allowing the lawful use of its Disposal Site then the Contractor will be considered in default of contract.

#### **5.5.4 Minimum Construction Requirements**

The Disposal Site is limited to landfill operations.

The Contractor's Disposal Site must be in compliance with all applicable local, state and federal laws and regulations and U.S. Environmental Protection Agency regulatory requirements, e.g., Resource Conservation Recovery Act (RCRA), Environmental Protection Agency – Subtitle D, et al. The Solid Waste Disposal Site must have valid construction and operating permits in accordance with all applicable laws in the jurisdiction in which it is located. It shall be permitted to accept Tompkins County solid waste without violating applicable laws. It shall meet the design, construction and operating requirements of all applicable laws in the jurisdiction where the Disposal Site is operating unless more stringent requirements are set forth herein. If governmental bodies have established more restrictive requirements to take effect in the future, those more restrictive requirements shall govern with regard to services performed hereunder. If located within New York State, the Contractor shall have a valid 6NYCRR Part 360 permit. In addition the Contractor shall have Department of Environmental Conservation approved environmental monitoring system and closure plan.

Contractor shall submit permits, agreements, and all other data as outlined in these Contract Documents. The use of any Disposal Site shall be subject to the approval of Tompkins County based upon review of information submitted with the bid describing in detail the facility and any other information reasonably requested by the County. No Disposal Site shall be acceptable unless it poses no significant threat to the environment and its design, construction and operation complies with all applicable laws. Tompkins County reserves the right to investigate the disposal contractors claims as to the status and construction of the disposal site and to disqualify any site not in compliance with these contract documents.

#### **5.5.5 Weighing**

The County will compensate the Contractor for waste materials received on a net per ton basis. The certified weighing will be made at the County's designated Transfer Facility scale operation. The Disposal Contractor may elect to accept these weights for invoicing purposes or to weigh the delivery vehicles into and out of the Disposal Site to verify the certified net weight of the delivered materials. All weights must be generated on current certified weigh scales, operated by a certified weigh master. Tompkins County reserves the right to have the Contractor's scales certified at any time at the County's expense. If the scales are determined to be out of calibration by more than .5% they shall be recalibrated at Contractor's expense and the Contractor shall reimburse the County for its expenses. As a minimum the Contractor shall recertify his scales on a semi-annual basis.

In the event of any dispute of differences in net weights between the County, and the Disposal Contractor, the County shall make payment upon the weight it deems to be most correct, until the dispute is reconciled. Any claims for differences must be filed in writing within sixty (60) days of occurrence or the County's calculation shall be deemed final and binding between the parties. If a claim is filed the County and Contractor will jointly retain an engineering firm to investigate the claim and file a findings report on any discrepancies in weights.

If the report indicates a valid basis for the claim, the disposal Contractor will be paid for any amounts found due. If the claim is determined to be invalid, the Contractor will compensate the County for any costs incurred.

The County retains the right to audit the Contractor's weigh scale records from time to time with respect to the County's waste.

### 5.5.6 Method of Delivery

The Contractor shall be subject to the delivery conditions specified herein.

- Normal: Waste materials will be delivered by Tompkins County and/or its authorized Agent in mobile, over-the-highway solid waste conveyance apparatus, with mechanical self-unloading devices, including but not limited to transfer trailers, packers, roll-offs, and dump trucks. Vehicle gross weight limits and features shall be governed by applicable NYSDOT regulations. Maximum vehicle clearance height requirement is approximately 13' 6". Gross weight requirement is 100,000 pounds. Overall length is 60 feet.
- Emergency: The Contractor shall seek extension of its operating hours if requested by the County. This shall include but not necessarily be limited to periods of inclement weather in areas between the Transfer Facility and the Disposal Site which adversely affect the hauling services operation.
- Lighting: Night lighting must be provided in accordance with the applicable State regulatory requirements at the tipping face when night deliveries are required to provide adequate safety for drivers and equipment.
- Staging: In the event of temporary restraints imposed by the Contractor, Contractor will provide a vehicle staging area to accommodate Tompkins County and/or its authorized representative's vehicles. Such restraints may include but not necessarily be limited to a reduction in operating hours, site conditions or inclement weather.
- Disabled Vehicles: The Contractor will have available adequate mechanical equipment and personnel to assist any County and/or its authorized representative's disabled vehicles in the event said vehicle(s) become disabled due to poor site access conditions or mechanical failure on site during discharging operations. This assistance shall be limited to physically assisting vehicles in unloading and leaving the Disposal Site. It shall not be construed to require any mechanical repair responsibilities, other than that resulting from Contractor's negligence.
- Vehicles which become immobilized at the Disposal Site shall be pulled free by the Disposal Contractor. Pushing of vehicles will not be permitted unless Tompkins County and/or its authorized representative give prior permission in writing. All assistance given shall be done in a responsible manner which minimizes damage to the vehicle. This service shall be included in the Unit Bid Price.
- Trial Deliveries: Tompkins County may request the Contractor to accept up to five (5) trial deliveries of loaded typical vehicles at the Bidder's proposed Disposal Site after the bid opening date but prior to return of Bid Security. The purpose of these trial deliveries is to gather information which Tompkins County may use in evaluation of the bid. Compensation will be at the applicable Unit Price Bid.
- The failure of the County to exercise this option shall not prejudice bids from a site where trials were not conducted.

For these trial purposes, loaded vehicles will arrive at the Bidder's Disposal Site during normal business hours, Monday through Friday. If special problems (flat tires, accidents, etc.) cause a delay in the trips, alternate day(s) of trial deliveries may be run.

### **5.5.7 Site Conditions**

Site conditions shall be maintained to enable transport equipment/vehicles to enter, weigh, discharge and exit within a 30 minute time period. The Disposal Contractor will be expected to give County and/or its authorized representative's transport equipment/vehicles first priority over other vehicles.

Access Roads: Site entrance and approaches to the Disposal Site must be maintained in good condition and the road through the site to the tipping point or working face must be maintained in good condition during all seasons and under adverse inclement weather conditions.

Working Face: If the working face is more than 350 feet from the access road, Contractor shall provide a turnaround area to minimize backing-up distances. The turnaround shall be adequate to accommodate two (2) of the County's and/or its authorized representative's vehicles to maneuver simultaneously. The working face shall be large enough to accommodate five (5) vehicles discharging simultaneously.

### **5.5.8 Special Conditions**

Any special Disposal Site legal or regulatory conditions, including permit conditions, local agreements, town ordinances, solid waste importation laws or pending litigation, which prohibit compliance with these Contract Documents must be clearly spelled out in the bid. The conditions shall be substantiated by attaching a copy of the designated Disposal Site permit and special conditions. Additional documentation may be required at a later date.

### **5.5.9 Firms with Multiple Sites**

Firms with more than one Disposal Site shall bid each site separately, including separate Bid Schedule, Bid Security and Information Bid Forms. Each bidder must have a primary and a back-up disposal site. Each Bid must be for at least the original five year term of the Contract.

### **5.5.10 Inspection**

The Disposal Contractor must allow County inspectors, as deemed appropriate by the County, to remain on the Disposal Site during the periods when it is accepting solid waste under terms of the Contract Documents. Access to climate controlled office space must be provided in the site's office, gate house or scale house. Access to a phone, and toilet and sink facilities must also be provided.

The presence or absence of an inspector shall in no way relieve the Disposal Contractor from any requirements under the Contract Documents or from the prevailing state and federal regulations. The Contractor acknowledges that the inspector is not authorized to change or modify any of the Contract Documents whether in writing or otherwise.

### **5.5.11 Disposal Site Shutdown**

In the event of a Disposal Site shutdown due to strikes or regulatory requirements during the term of this Contract and any extension, the Contractor shall immediately notify the County by telephone within 1 hour (to be followed in writing), and shall:

1. indicate the cause,
2. undertake action to alleviate the shutdown
3. continue to accept County waste to the extent capable
4. and immediately provide or make available an alternate disposal facility meeting the requirements of this Section.

The Contractor shall make available an alternate Solid Waste Disposal Site at no additional cost to the County including any additional hauling cost by the County or its Agents because of the location of the alternate Disposal Site. If the County realizes a savings in hauling costs to the alternate Disposal Site, the County shall be the sole beneficiary of the savings and the Contractor shall not be entitled to share same. In the event the Contractor is unable to find an alternate Disposal Site(s), acceptable to the County at its sole discretion, it shall be deemed to be in default of the Agreement and liable for damages, bond forfeitures and other expenses as provided in the Agreement. The County is not obligated to make use of any such alternate disposal site, regardless of its status, and may elect to consider the contract in default if such events occur.

The County shall have no obligation to make use of any such alternate facility, but if it chooses to, the Contractor shall be responsible for any increased costs associated with such use including but not limited to increased disposal fees and haul costs.

### **5.6 SAFETY AND HEALTH REGULATIONS – APPLICABLE TO ALL CONTRACTS**

The Contractor(s) shall comply with all current Federal Department of Labor safety and Health Regulations under the Occupational Safety and Health Act, 1972 (PL 91-596) and Section 107, Contract Work Hours and Safety Standards Act (PL 91-54). Specific consideration shall be given, but not limited to, the following major areas:

- a. Maintenance safety procedures – guards and shields on dynamic equipment, guards, railings, electrical lockouts, vehicle wheel blocks, audio vehicle backup alarms, vehicle wheel chocks, etc.
- b. Employee safety orientation, education, training, first-aid training, cardiopulmonary resuscitation, etc.
- c. Noise and dust control, ear protection, respirators, hard hats, safety shields, glasses, protective clothing, sanitary facilities, etc.
- d. Fire and explosion prevention, control, equipment (fire blankets, extinguishers, first aid, hoses, etc.) and personnel escape alternatives.
- e. Traffic flow control patterns.
- f. Accident or injury reporting system (the County shall receive copies of all reports and immediate verbal notification).
- g. Employee health safeguards.

The Contractor(s) shall comply with all local, state, and federal regulations, laws and statutes, which apply to the work and to safety in particular. Provisions referring to traffic safety are of particular importance.

The Contractor(s) shall comply with New York State Department of Labor current requirements where applicable.

The Contractor(s) shall be solely and completely responsible for conditions in, or near its work area, including operational safety during performance of the Agreement. The obligation exists twenty-four (24) hours a day, each and every day throughout the term of the Contract(s).

Tompkins County shall not have any responsibility for means, methods, sequences or techniques selected by the Contractor(s) for safety precautions and programs, or for any failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor(s) furnishing and performing the services under the terms of the Agreement.

## **5.7 OPERATION AND MANAGEMENT REQUIREMENTS**

### **5.7.1 Submittals**

The following submittals shall be made within ten (10) days of Notice of Award of Tompkins County review and acceptance. Additional applicable information required for these submittals are noted throughout Section 5. Any revisions, modification, and updates shall be forwarded to the County throughout the term of the Agreement(s):

- a. Organization personnel and structure, showing the chain of command and staffing requirements.
- b. Operations Plan – including safety procedures, shifts, hours of operations, maintenance plan (crafts, restraints, equipment, inventory requirements, off-site facilities, road services, etc.), vehicles staging area management plan, traffic control plan.
- c. Personnel policies, job classification descriptions, labor law compliance and termination procedures.
- d. Cost accounting, bookkeeping, and invoicing methods.
- e. Contingency Plan – including emergency and disaster procedures and an Inclement Weather Plan. This shall describe the Contractor’s plan should inclement weather alter normal daily operations as described in the Operations Plan. The inclement weather plan shall include but not necessarily be limited to: waste receiving, transfer operations, hauling operations and if applicable, disposal operations. The Contractors means of assessing inclement weather conditions, method of reporting to the County, and the alternatives shall be described (for Contract A2, this plan is submitted with the bid).
- f. Operating permit including all conditions and any other related information.

### **5.7.2 Personnel**

Personnel will be in the employ of the Contractor, not the County. All personnel will be hired in accordance with New York State (if appropriate) and federal nondiscriminatory guidelines. The guidelines will apply for the employment, upgrading, demotions, transfer, recruitment, pay rates, apprenticeship selection, layoff/termination, and any other related matters. A complete personnel file shall be kept of each job applicant and current employee. Such records shall reflect, but not be limited to, the initial application, educational records, reference documents, salary information, performance evaluations.

### **5.7.3 Additional Information**

In the event the County required any information in support of County held licenses and permits at the city, county, and state level, the Contractor will be required to furnish such information.

In the event the Contractor requires any information in support of Contractor held licenses and permits at the city, county, and state level, the County will cooperate in furnishing such information as it applies to the Tompkins County operation.

### **5.7.4 Status Reports**

The Contractor shall prepare and submit to the County bound administrative reports on quarterly and annual basis. The report format and data requirements will be finalized prior to commencement of operations in a form satisfactory to the County. The following information shall be included as a minimum in each of the formal status reports as applicable:

**Required Status Reports**

<b><u>Report (as applicable)</u></b>	<b><u>Daily</u></b>	<b><u>Quarterly</u></b>	<b><u>Annual</u></b>
Part 360 Permit*			X
Haul Equipment List		X	X
Haul Personnel*		X	X
Haul Accident Reports*	X	X	X
Haul Inclement Weather Reports*	X	X	X
Operations & Management Plans and Updates*			X
Part 364 Permit			X
Disposal Equipment List		X	X
Disposal Personnel*		X	X
Disposal Accident Reports*	X	X	X
Regulatory Inspection Reports*		X	X
Operations & Management Plans & Updates			X

\* The Contractor shall notify the County within 24 hours for any change in status of these items.

The submissions are due as follows:

Daily Noon of the following day of information generated

Quarterly April 15, July 15, October 15, January 15

Annual January 31

Monthly claim vouchers will only be processed after the reports are received by the Division of Solid Waste

The County reserves the right to call upon the Contractor at any time for an oral review of any technical matter. The Contractor shall provide the County's representative adequate office working space during inspection and reviews as necessary.

**APPENDIX A**  
**ADDITIONAL INFORMATION**

**FORM OF AGREEMENT**

**FORM OF AGREEMENT  
HAULING AND DISPOSAL SERVICES**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Tompkins (the “County”) and \_\_\_\_\_, with offices at \_\_\_\_\_, (the “Contractor”).

In consideration of the terms and conditions herein contained, the parties agree as follows:

**1. SCOPE OF WORK**

The Contractor hereby agrees to furnish all of the materials, labor and equipment necessary, and to perform the services for Services described in the Bid Solicitation and Contract Documents for the project entitled, “Tompkins County Solid Waste Hauling & Disposal Services”, dated February, 2014, all in accordance with the requirements and provisions of the following Contract Documents, which are hereby made a part of this Agreement (the “Contract”):

- a. Contract forms consisting of the Agreement and Performance Security
- b. Bid Solicitation and Contract Documents, including the Advertisement for Bids, Background, Instruction to Bidders, *pre-bid meeting minutes* and Bid Forms, General Conditions of Contract, Technical Specifications and all Schedules and Exhibits thereto.
- c. Bidding Documents consisting of the Information Bid Form, Bid Schedule C, Bid Guaranty, Insurance Certificate and all Schedules and Exhibits thereto.
- d. The Contractor’s response to the bid specifications
- e. Notice of Award

**2. TERM OF CONTRACT; RENEWAL TERM**

- 2.1 The initial term of this Contract shall be for a period beginning on May 1, 2014 through April 30, 2019 based on initial contract period 5 years, unless terminated earlier as provided herein.
- 2.2 Provided it is not in default hereunder, the County in its sole discretion may exercise its option to extend the term of this Contract for an additional five year extension, upon the same terms and conditions as during the initial term except for price as noted in Bid Schedule C. The County shall exercise its option by giving written notice to the Contractor at least sixty (60) days prior to the expiration of the previous term.

**3. PAYMENT**

- 3.1 During the term of the Agreement the County shall make monthly payments to the Contractor for the services provided, in such amounts and pursuant to the procedures set forth in the Contract Documents. The compensation paid to the Contractor shall be

determined using the unit bid price set forth in Bid Schedule.

3.2 The County is tax exempt, and therefore no sales tax shall be included in the bids.

**4. EXECUTORY CONTRACT**

The Contractor specifically agrees that this Contract shall be deemed executor only to the extent of the funds appropriated for the purpose of the Contract and that no liability shall be incurred by the County beyond the funds appropriated on the date of execution of the Contract by the County for said purpose.

**5. SEVERABILITY**

If for any reason, any terms or provisions of this Contract shall become or be declared void, illegal and of no effect or superseded by any modifications of amendment, all the remaining terms and provisions of this Contract shall continue in full force and effect.

**6. COMPLIANCE WITH LAWS**

The Contractor, in performing the work under this Contract, shall, in every aspect, comply with all applicable laws, rules, regulations, and ordinances.

**7. WAIVER**

A waiver by either party or a breach of any provision of the this Contract shall not operate as or be construed as a waiver of any other subsequent breach thereof or of any other provision.

**8. NOTICES**

Any and all notices or communications required or desired to be given in connection with this Contract shall be in writing, delivered in person or sent by first class mail, postage prepaid, to the respective parties as follows:

**TO THE COUNTY: Tompkins County Solid Waste Division  
122 Commercial Ave.  
Ithaca, New York 14850  
Attention: Solid Waste Manager**

**TO THE CONTRACTOR:**

**9. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its right title and interest therein or its power to execute such Contract, to any person or corporation without the prior written consent of the County.

**10. ENTIRE AGREEMENT**

This Contract, including the documents incorporated by reference, represents the entire agreement between the parties herein, and may be modified only by a subsequent written document executed by other parties.

**11. GOVERNING LAW; VENUE**

This Contract shall be governed by and construed in accordance with the laws of the State of New York. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Contract shall be in the Supreme Court of the State of New York sitting in Tompkins County, New York. It is the express intention of the parties that all legal actions and proceedings related to this Contract or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

**12. AGENT FOR SERVICE**

The Contractor warrants that it is qualified to do business in the State and (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the Supreme Court of New York in and for Tompkins County and (ii) consents to the jurisdiction of such Court in any suit, action or proceeding. The Contractor irrevocably designates the Secretary of State of the State as its authorized agent for receipt of service of process relating in any way to the subject matter of this Contract and shall take any actions, which may be required to give effect to such designation.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST: County of Tompkins

APPROVED AS TO FORM By: \_\_\_\_\_  
County of Tompkins

\_\_\_\_\_  
County Attorney, Tompkins County

\_\_\_\_\_  
(Contractor)

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

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

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, to me known, and known to me to be the same person described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same.

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

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, to me known, who, being duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, and that (s)he is \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the above instrument; and the (s)he signed his/her name thereto by order of the Board of Directors of said corporation.

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

STATE OF NEW YORK  
COUNTY OF TOMPKINS SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came \_\_\_\_\_, to me known and known by me to be \_\_\_\_\_, and which executed the above instrument, and that (s)he signed his/her name and official designation by order of the Tompkins County Board of Representatives.

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

**APPENDIX B**  
**STATE OF NEW YORK DEPARTMENT OF LABOR PREVAILING WAGE RATE**  
**SCHEDULE**



New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

## **IMPORTANT NOTICE**

### **Regarding Article 9 Building Service Contract Schedules**

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

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1<sup>st</sup>.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

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

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

**This is a change to our prior notice.**

Article 9 wage schedule information is now available [online](#).

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

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

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579

Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Tompkins County Article 9**

**Trash and Refuse Removal** **02/01/2014**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT** 12

**ENTIRE COUNTIES**  
 Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

**WAGES**  
 For use with Transfer Station Operation.

Per Hour: 07/01/2013

Indus. Truck Driver/Tractor Operator \$15.16

Laborer/ non-construction \$12.42

Conveyor operators and tenders \$18.36

**IMPORTANT INFORMATION:**  
 Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**  
 Per hour worked: \$1.72

**OVERTIME PAY**  
 See (B, B2) on OVERTIME PAGE

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S - Trans.Station.Ops

**Trash and Refuse Removal** **02/01/2014**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT** 12

**ENTIRE COUNTIES**  
 Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**

Per Hour:	07/01/2013	05/01/2014
Trash, Recycling, Roll-Off and Brush Drivers	\$14.25	\$14.50
Thrower Helper	\$10.25	\$10.50

**IMPORTANT INFORMATION:**  
 Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

07/01/2013	09/01/2013	05/01/2014
\$5.91*	\$6.38*	TBD

\* Applies the 1st of the month after 30 days of service.

Vacation pay:

After one year of service: 5 days per year  
 After four years of service: 10 days per year

After nine years of service: 15 days per year

4 Personal days after 90 days of service.

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

12-317

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( E5 ) Double time after 8 hours on Saturdays
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked

- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day



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

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

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

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

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

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

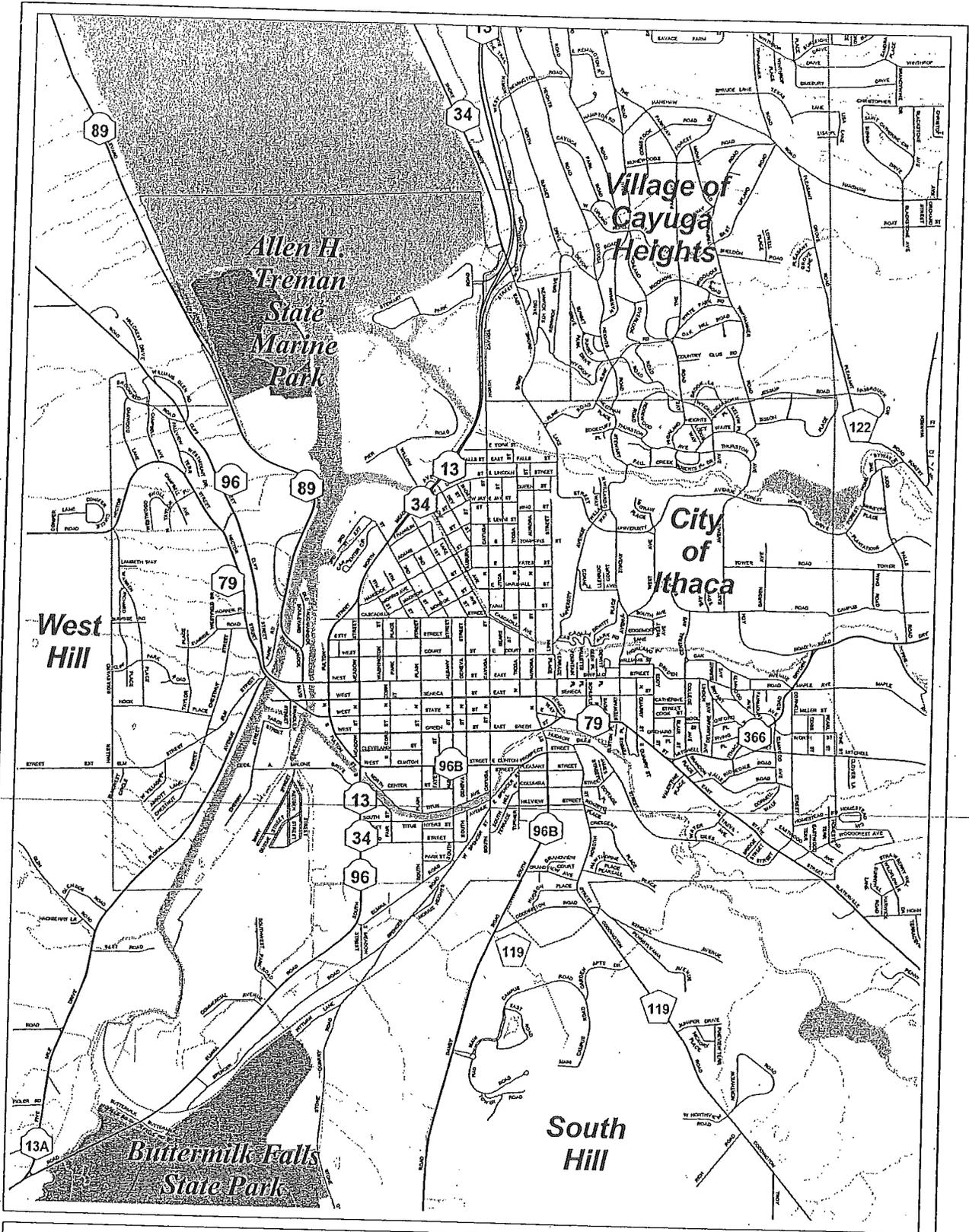
<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015

**APPENDIX C**

**MAP OF TOMPKINS COUNTY, LOCATION OF KEY ELEMENTS**



# City of Ithaca

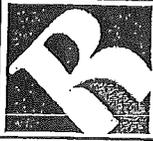


1:10000

New York State Plane Central  
1983 North American Datum



City of Ithaca  
March 21, 2008



# TOMPKINS COUNTY RECYCLING AND SOLID WASTE CENTER (RSWC)

To dispose of waste follow routes **C** or **P**

**C** Commercial haulers and Residents w/large loads. (Check in at scale house)

**S** SCALEHOUSE

**P** Public drop-off area

**G** GARBAGE

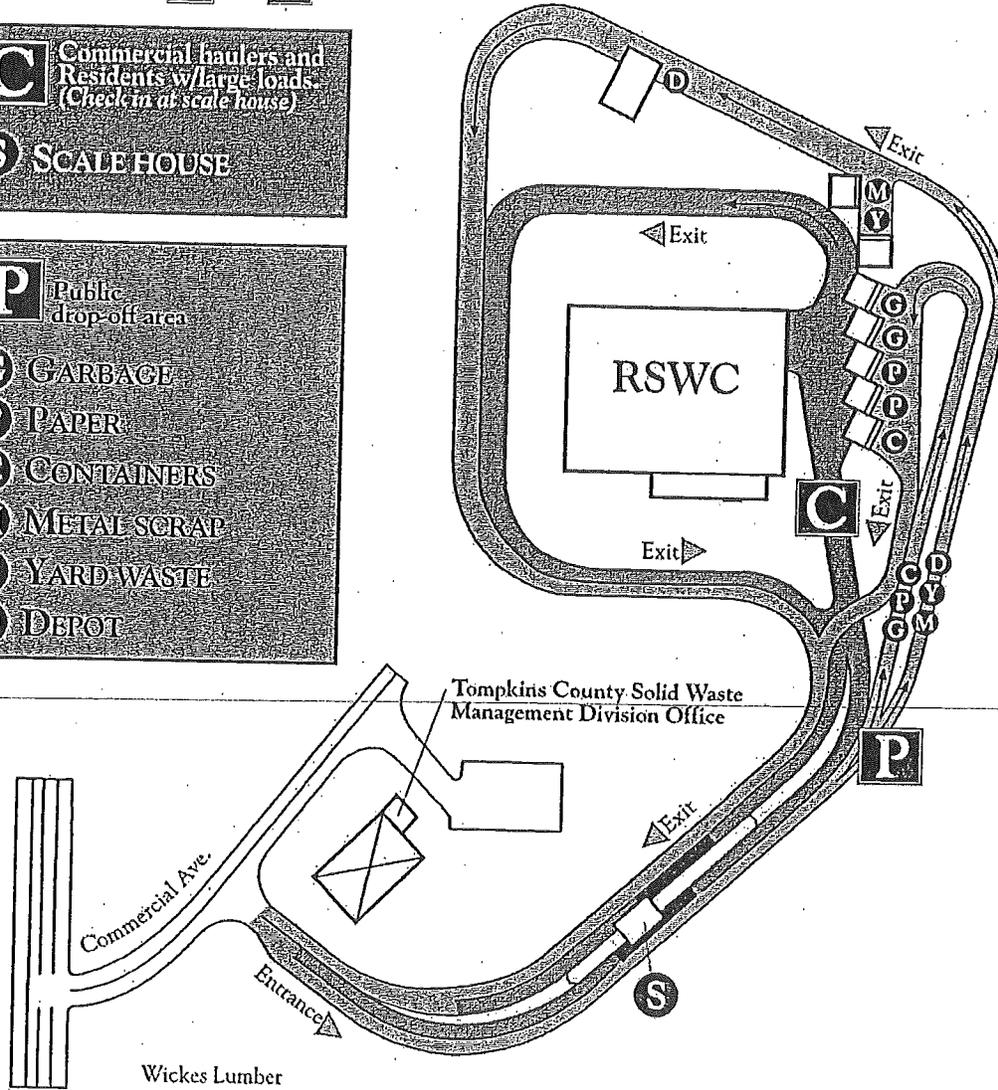
**P** PAPER

**C** CONTAINERS

**M** METAL SCRAP

**Y** YARD WASTE

**D** DEPOT



Elmira Road

Wickes Lumber

Tompkins County Solid Waste Management Division Office

**APPENDIX D**

**TOMPKINS COUNTY RSWC DISPOSAL INFORMATION  
JANUARY 2013 – DECEMBER 2013**

# Appendix D

## *2013 Monthly MSW Tons*

<b>2013</b>	<b>MSW Tons</b>
January	1,067
February	919
March	918
April	1,355
May	1,462
June	1,394
July	1,510
August	1,671
September	1,297
October	1,502
November	1,238
December	1,005
<b>2013 Total Tons</b>	<b>15,338</b>

**APPENDIX E**  
**RECYCLING AND SOLID WASTE CENTER**  
**NYSDEC 6NYCRR PART 360 PERMIT**



## PERMIT

### Under the Environmental Conservation Law (ECL)

#### Permittee and Facility Information

**Permit Issued To:**

TOMPKINS COUNTY  
320 N TIOGA ST  
ITHACA, NY 14850  
(607) 273-6632

**Facility:**

TOMPKINS CO RECYCLING & SW CENTER  
160 COMMERCIAL AVE  
ITHACA, NY 14850

**Facility Permit Contact:**

BARBARA A ECKSTROM  
TOMPKINS CO SOLID WASTE DEPT  
122 COMMERCIAL AVE  
ITHACA, NY 14850  
(607) 273-6632

**Facility Application Contact:**

BARTON & LOGUIDICE PC  
290 ELWOOD DAVIS RD  
PO BOX 3107  
SYRACUSE, NY 13220-3107  
(315) 457-5200

**Facility Location:** in ITHACA in TOMPKINS COUNTY

**Facility Principal Reference Point:** NYTM-E: 375.098 NYTM-N: 4698.024  
Latitude: 42°25'28.1" Longitude: 76°31'05.8"

**Authorized Activity:**

Facility to receive recyclables for processing and marketing. Construction and demolition debris and all other non-recyclables will be disposed of at a landfill. Yard Waste will be received and transferred to a facility as noted in the approved Solid Waste Management Plan.

#### Permit Authorizations

**Solid Waste Management - Under Article 27, Title 7**

Permit ID 7-5007-00032/00002

(Solid Waste ID 55-T-01)

Renewal

Effective Date: 5/29/2013

Expiration Date: 5/28/2023



**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOSEPH M DLUGOLENSKI, Deputy Regional Permit Administrator  
Address: NYSDEC REGION 7 CORTLAND SUB-OFFICE  
1285 FISHER AVE  
CORTLAND, NY 13045 -1090

Authorized Signature: *J. Dlugolenski* Date 5/29/2013

**Distribution List**

BARBARA A ECKSTROM  
BARTON & LOGUIDICE PC  
THOMAS J RICHARDSON, TOMPKINS CO DPW  
THOMAS E ANNAL

**Permit Components**

SOLID WASTE MANAGEMENT PERMIT CONDITIONS  
GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS  
NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**SOLID WASTE MANAGEMENT PERMIT CONDITIONS**

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by Resource Associates on and dated March 1990.
2. **Provisions of This Permit are Severable** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid by the Department, the application of such provision to other circumstances and the remainder of this permit may not be affected thereby.
3. **Compliance with Permit** The permittee shall comply with all conditions of this permit and 6NYCRR Part 360. Noncompliance constitutes a violation of ECL Article 27, Title 7 and is grounds for enforcement action; permit suspension, revocation, or modification; or denial of a permit renewal application.



**4. Human Health and the Environment** The permittee shall take all steps to minimize or correct any adverse impact on human health or the environment resulting from facility operations. The Permittee shall report any such activity which may endanger human health or the environment to the Department as per Condition #6.

**5. Authorized Representatives of the Department** The permittee shall allow any authorized representative of the Department, upon the presentation of proper credentials to:

- a. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit, including any and all confidential data included in such records;
- b. Enter and inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- c. Sample or monitor, at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the ECL, any substances or parameters at any location.

**6. Report Submissions** Unless otherwise specified, all submissions required by this permit shall be made to the Region 7 Headquarters (615 Erie Blvd. West, Syracuse, New York 13204-2400, Attn: Regional Materials Management Engineer), and the Bureau of Permitting and Planning, Division of Materials Management, NYSDEC, 625 Broadway, Albany, New York 12233-4013, Attn: Facilities Section Chief). All approvals required by this permit shall be obtained in writing from the Regional Director of Region 7 or his designated representative. All submittals must be made electronically and in paper form.

**7. Wastes Not Permitted at the Facility** The following wastes shall not be accepted at the facility under this permit, unless the waste is part of a Household Hazardous Waste collection:

- a. Waste identified in 6NYCRR Part 360-1.5(b).
- b. Asbestos Waste
- c. Contaminated Soil
- d. Sludge
- e. Infectious Waste
- f. Flammable/Combustible Waste
- g. Pesticides
- h. Corrosives
- i. Metals/toxics
- j. Reactives
- k. PCB's

**8. Written Authorization Needed for Certain Wastes** Permittee shall request and receive written authorization of the Department prior to accepting any industrial wastes, unless approved by the Department for disposal at the facility by means of a Part 364 Hauler permit.

**9. Annual Report** An annual report must be submitted no later than 60 days after the first day of January of each year of operation to the persons listed in SWMP Condition #6. The annual report must include but is not limited to:

- a. The total quantity of waste received, compiled by waste type, the total quantity of waste received during each quarter, the origin of the waste, the destination of the waste, the amount and type of each material recovered, and any changes in operation that have occurred in the previous year.



- b. The measures taken to improve the program's recycling recovery rate, i.e., the participation rate, the individual's separation efficiency, the percent of the waste stream that is recyclable, and the system's efficiency.
- c. Providing the total solid waste percentages, and the actual percentages/tonnage of recyclables removed from the waste stream. These totals shall be compared to the projected recovery rates contained within the Department approved CRA and the results of that comparison discussed. If the originally projected recovery rates have not been met, an explanation shall be provided with a plan to address currently feasible strategies to achieve the projected recovery rates.

**10. Design Capacity** The design capacity of the facility is 255 tons of solid waste per day to be loaded and transported to the landfill. The facility is designed to process 120 tons per day of non-putrescible mixed recyclables. These capacities will be revised if the permittee supplies six months of operating data showing the actual processing capabilities of both the mixed waste loading/transfer operation and the baling of recyclables. The data should be collected after the start-up period has been completed. No data should be collected until the Syracuse DEC office has approved the plan. Materials extracted from the solid waste stream for recycling include, but are not limited to, paper, newspapers, cardboard, glass, tin cans, ferrous and non ferrous metal, wood, and plastic. If 90% of the monthly design capacity is exceeded, the permittee must advise the Region 7 office in writing within 60 days, of the actions (including expansion) that will be taken to ensure that the facility will continue to process material in compliance with the permit and Part 360. An implementation schedule should be included.

**11. Hours of Operation** Solid Waste shall be accepted at the facility between the hours of 7:00 a.m. and 3:30 p.m., Monday through Saturday. Normal operations shall be conducted between 6:00 a.m. - 7:30 p.m. A sign shall be erected at all access points specifying the hours of operation and types of wastes accepted and not accepted at this facility.

**12. Unacceptable Waste** In the event that any hazardous or otherwise unacceptable waste is discovered at the facility, such waste shall be placed in the "accumulation room". Such wastes shall be removed as soon as practicable, but not to exceed 90 days after discovery. Removal will be performed by a person authorized to transport such waste to a facility approved to receive it for treatment or disposal. The Department must be notified of each incident in the annual report and records of it must be available for Department review.

**13. Ultimate Disposal** All solid waste passing through the transfer station must ultimately be treated or disposed of at a facility authorized by the Department; if in this state, or by the appropriate government agencies, if in other states, territories or nations.

**14. Facility Security** The facility shall be secured when not in operation to prevent unauthorized entry and dumping of solid waste.

**15. Facility Supervisor** The permittee shall designate one employee as supervisor of the facility. This person shall normally be present at the facility during operating hours. The facility shall not be operated unless the on-site supervisor, or his designee, is present.



- 16. Removal of Waste and Recyclables** All solid waste must be removed from the facility whenever transfer containers are full, or weekly, whichever comes first. Non-putrescible recyclables may be stored for up to 60 days. Longer storage periods may be approved by the Department in accordance with Part 360-12.2(b).
- 17. Cleaning of Facility** After final collection of refuse has occurred for the week, the interior of the refuse processing area (walls, floors, processing equipment) shall be closely inspected for cleanliness. If during this inspection, or at any other time, these conditions are unsatisfactory, the entire area (walls, floors, equipment) shall be thoroughly steam cleaned. All resultant liquid shall be collected and disposed of properly.
- 18. Adequate Equipment** Adequate numbers, types, and sizes of properly maintained equipment shall be available to the facility during all hours of operation. Contingency plans approved by the Department for emergency situations must be implemented in accordance with the terms of the plan.
- 19. Vector Control** Vectors, dust, and odors must be controlled in accordance with Part 360-1.14 (l).
- 20. Windblown Refuse** The facility will be maintained in a neat, orderly fashion. Blowing debris, vermin, and other nuisance conditions will be controlled. The site shall be inspected at the end of each day of operation for windblown refuse and other litter. Any refuse or litter must be cleaned up.
- 21. Adequate Ventilation** Adequate ventilation shall be provided to remove exhaust fumes of vehicles operating in the facility.
- 22. Fire Detection and Protection** All material storage, handling and tipping areas must include adequate fire detection and protection equipment.
- 23. Adequate Drainage** The site and facility must have adequate drainage and be drained and free of standing water.
- 24. Yard Waste** County should continue to use waste reduction and recycling methods for management of yard waste, including leave it on the lawn, use as mulch and composting. If any of these methods are not used within 90 days the County must provide the Department with a formal evaluation and report as to the reason(s) why the method(s) cannot be used. Landfilling of yard waste must be prohibited.
- 25. Non-Recyclable Construction and Demolition Debris** All non-recyclable construction and demolition debris received at the facility must be transported to a landfill or a composting facility.
- 26. Outside Storage** No solid waste or recyclable material is to be stored on the ground outside the building.
- 27. Origination of Solid Waste** In accordance with subdivision 360-1.11 (h), permittee must not accept at the facility solid waste that originates from a municipality that has not completed a comprehensive recycling analysis satisfying the requirements of subdivision 360-1.9 (f) of Part 360 and implemented the recyclables recovery program determined to be feasible by the analysis, unless the service area for the proposed facility, either another municipality prepares such an analysis and the Department approves it, and that analysis addresses the waste stream of that municipality; or, a local solid waste management plan that addresses all components of such an analysis takes effect.



**28. Comprehensive Recycling Analysis** In accordance with subdivision 360-1.11(h), the permittee must include, in each of the permittee's service contracts, provisions that each municipality whose solid waste is to be processed, treated, or disposed of at the facility must prepare, within 12 months after execution of its service contract, a comprehensive recycling analysis satisfying the requirements of subdivision 360-1.9(f) of Part 360 and implement the recyclables recovery programs determined to be feasible by that analysis, unless within the period and for the service area for the facility, either another municipality prepares such an analysis and the Department approves it and that analysis addresses the waste stream of that municipality, or a local solid waste management plan that addresses all components of such an analysis, takes effect.

**29. Liquid Storage** Tompkins County must submit a closure plan for the closure of the liquid storage tank within 6 months of issuance of this permit. The closure plan must include a schedule for closure.

**30. Recyclable Recovery Program** The permittee shall assure that the recyclable recovery program is operated in accordance with the Tompkins County Comprehensive Recycling Analysis (CRA). Any revisions made to the program and/or the schedule shall be submitted to the Department for review and approval.

**31. Waste Stream Analysis** The permittee shall perform a waste stream analysis every three years on the solid waste entering the facility. This analysis is to be used by the recycling program to provide direction for recycling additional materials. The permittee shall submit a protocol to the Department's Region 7 office for review and approval prior to the performance of the analysis. The details of the analysis shall be submitted with the submission of the CRA 1 SWMP.

**32. Discontinuance of Recyclables** The permittee shall not discontinue the source separation and collection of any or all of the recyclables collected as part of the recyclables recovery program unless, as to the particular recyclable in question, the Permittee determines that there is no economic market (as defined in General Municipal Law 120-aa) for the material.

- a. The permittee may only determine that an economic market does not exist for any waste stream component by:
  - i. Preparing a report substantiating the absence of an economic market for the component, including an evaluation of whether, in light of the economics associated with the Permittee's recycling program, it is economically reasonable and technically feasible to continue recycling such component despite the demonstrated lack of existence of an economic market; for purposes of this special condition, there shall be a rebuttable presumption that it is economically reasonable to continue to recycle a component for which there is no economic market; and
  - ii. contacting the Department of Economic Development, Office of Recycling Market Development, One Commerce Plaza, Albany, New York, 12248; telephone number (518)-486-6291 to seek their assistance in locating an economic market for the subject component and providing documentation of their efforts and final results; and
  - iii. issuing a determination of lack of existence of an economic market for such component, and cause a notice of such determination, and of the report's availability for review to be published in a newspaper having general circulation within the Permittee's service area; and
  - iv. submitting three copies of the report and determination to the Department for review, and receiving Department approval.
- b. The Permittee must periodically evaluate whether an economic market exists for the waste component



in question no less frequently than once every three months after which the Permittee determined the absence of an economic market for the waste component in question.

**33. Local Law** The Permittee shall adopt a local law to require that after 6/30/94 no person, including the Permittee, owning or operating a solid waste management facility within the service area shall knowingly accept for disposal, and no person collecting solid waste within the service area shall knowingly collect for disposal, solid waste generated within the service area that has been separated at the point of generation and where such solid waste has an economic market (as defined in General Municipal law 120-aa) without the prior written approval of the Department.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC REGION 7 CORTLAND SUB-OFFICE  
1285 FISHER AVE  
CORTLAND, NY13045 -1090

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.



**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.