

NOTICE TO BIDDERS
TOMPKINS COUNTY
REMOVAL OF REFUSE & RECYCLING

SEALED BIDS for the Removal of Refuse & Recycling from various Tompkins County buildings located within the City and Town of Ithaca will be accepted at the Tompkins County Finance-Purchasing Department, 125 East Court Street, Old Jail Building, 2nd Floor, Ithaca, NY 14850 up until 11:30 a.m., February 4, 2015 at which time and place they will be opened and publicly read.

Specification packages are available on the following website:

www.tompkinscountyny.gov/purchase/current-bids

The County reserves the right to reject any or all bids.

Lisa M. Hall
Buyer

TOMPKINS COUNTY
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION – IMPORTANT NOTICE

Tompkins County officially publishes Notice(s) to Bidders in The Ithaca Journal. Bidding documents are available online through the Tompkins County Purchasing Division website: www.tompkinscountyny.gov/purchase. Should the bidding documents become available elsewhere, the location and directions for obtaining them will be stated in the Notice to Bidders.

Responses submitted to any Request for Bids, Request for Proposals, or Request for Qualifications become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

BID IDENTIFICATION

1. Title: Refuse and Recycling Removal
2. Requesting Department: Facilities
3. Bid Due Date/Time: February 4, 2015, 11:30 a.m.

PURPOSE

1. The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Refuse and Recycling Removal** as requested by **Tompkins County Facilities**.
2. Minority Business Enterprises (MBEs') and Women Business Enterprises (WBEs') are encouraged to respond.

BIDDING DOCUMENTS

1. Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
2. Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SUBMISSION of BIDS

1. Bids and any other required documents must be submitted in a sealed envelope, clearly marked with the bidder's name and address and the bid title and/or number.
2. Bids must be received no later than the date and time indicated in the Notice to Bidders and the Bid Identification section above. Bids must be received at the following address:

Lisa M. Hall
Tompkins County Purchasing Division
125 East Court Street
Old Jail Building, 2nd Floor
Ithaca, NY 14850

3. All bids received after the time stated in the Notice to Bidders, or the date and time stated in any formal addendum extending such, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or the handling of the mail by employees of Tompkins County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
4. Tompkins County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

TERM of BID

1. The bid award shall be for one (1) year from the date of award to ending date. Prices shall remain firm for the entire bid period.
2. At the end of the initial one (1) year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

BID SECURITY

1. The bid security for this project shall be: N/A

QUALIFICATION of BIDDER

1. All bidders shall submit the Bidder Qualification Questionnaire, included as part of the bid specifications, as part of their bid.
2. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid specifications, as part of their bid.
3. Tompkins County may make such investigations it deems necessary to determine the ability of the Bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

LIQUIDATED DAMAGES

1. The delivery terms for each bid shall be stated in the detailed specifications. Or, the County may ask the bidder to indicate the number of calendar days after receipt of order delivery can be expected. By signing the bid form(s) the bidder agrees that they are able to meet the specified requirements.
2. A penalty fee of \$10.00 per business day for each day the item(s) ordered are not delivered to the proper County location may be assessed and deducted from the invoice once the item is received by the County.

DISQUALIFICATION

1. The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the Bidding Documents as a requirement for bidding.

- (b) Bidder's failure to pay, or satisfactorily settle, all bills dues for labor and materials on former contracts in force (with the Owner) at the time the County issues Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.
2. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the bidder is not able to demonstrate the ability to fulfill the requirements of the bid in a manner agreed upon by the County and the Bidder.
 3. Tompkins County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 4. Bids will be considered irregular and shall be subject to rejection for the following reasons:
 - (a) If the bid is on a form other than furnished within the specifications by Tompkins County.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by a bid security, if specified, by the County.

PREVAILING WAGE

1. Projects that are out for bid that require Prevailing Wages as indicated by the New York State Department of Labor, will have a copy of the Prevailing Wage Rate Schedule attached to the specifications.
2. The successful bidder is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this solicitation.
3. No payments will be made to any bidder under this contract **prior** to the bidder supplying the County with **Certified Payrolls** in accordance with the New York State Labor Laws in effect during the term of the project.
4. Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract.
5. By submitting a bid for consideration the bidder is indicating that they are currently in good standing with the NYS Department of Labor at the time of the bid.

APPRENTICESHIP PROGRAMS

1. Tompkins County Resolution 222 of 2004 states that pursuant to Article 23, §816-b of New York State Labor Law, any public work that requires separate specifications pursuant to §101 of the General Municipal Law that exceeds \$1 million in cost must include contractors that participate in New York State certified apprenticeship programs.

2. All bidders, and all subcontractors under the bidder(s) must maintain or participate in a bona fide New York State Apprenticeship Program approved by the Division of Apprentice Training of the Department of Labor for each apprenticeship trade or occupation represented in their workforce for which the law applies and must abide by the apprentice to journeyman ration for each trade prescribed therein in the performance of the contract.
3. Notwithstanding the foregoing, each bidder awarded a contract may allow up to twenty-five (25) percent of the value of its contract to be performed by employees of subcontractors that do not meet this requirement.
4. Failure to comply with these requirements may result in any or all of the following sanctions:
 - (a) Temporary suspension of work on the project until compliance is obtained; and/or;
 - (b) Withholding payment due under the contract until compliance is obtained; and/or;
 - (c) Permanent removal from any further work on the project; and/or;
 - (d) Recovery by the County from the bidder, 1/10th of one percent of the contract amount or \$1,000.00, whichever is greater, in the nature of liquidated damages assessed for each week that the contractor is in non-compliance.

NON-COLLUSIVE BIDDING CERTIFICATE

1. All bidders submitting bids under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (included in the specification package) must be submitted with each bid on the form provided by the County.

BID FORM

1. The Bid Form is attached hereto;
2. Bids must be made on the Bid Form provided by the County and must be completed in ink or typed. Bids completed in ink must be legible and are open to interpretation by the County. The Bid Form must be signed by an authorized representative of the bidder.
3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature.
4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
5. All names must be printed or typed below the signature.
6. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

EQUIVALENT GOODS

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

SPECIFICATION CLARIFICATION

1. Clarification to the specifications must be submitted in writing, no later than seven (7) days prior to the bid due date to Lisa Hall, Buyer at lhall@tompkins-co.org.
2. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person(s). Replies will be issued by Addenda and posted to the Tompkins County Purchasing website (www.tompkinscountyny.gov/purchase). Questions received less than seven (7) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

BID EVALUATION

1. Bids shall remain valid until:
 - (a) The execution of a contract by Tompkins County; or
 - (b) The issue of a purchase order by Tompkins County; or
 - (c) As otherwise rejected by Tompkins County.
2. Bids received will be evaluated by Tompkins County and will be based, as a minimum, upon the following criteria:
 - (a) Lowest total bid;
 - (b) Completeness of bid; and
 - (c) Bidder's demonstrated capabilities and professional qualifications.
3. The County reserves the right to award this contract per item, or on a category or aggregate basis, whichever is most beneficial to Tompkins County.
4. The County reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, other government contracts, or New York State Preferred Sources within its discretion.

MODIFICATION and WITHDRAWAL of BIDS

1. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are submitted.
2. If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, the bidder may withdraw their bid.
3. Any attempt to withdraw a bid after an award is made shall not be allowed.

NON-APPROPRIATION CLAUSE

1. In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed.

2. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the cancellation of the contract.

AWARD of BID

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

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Tompkins County and the apparent successful Bidder: the successful Bidder's bid, the original Request for Bid specifications and any written Addenda in response to inquiries of prospective bidders as set forth Specification Clarification section above.

2. The successful bidder to whom a contract or purchase order is let, granted, or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Tompkins County Purchasing Division. In the event the contractor shall, without written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Tompkins County of an attachment against the Successful Bidder, Tompkins County shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall be been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies thereto assigned under the contract or purchase order, except so much as may be required to pay its employees.

PERFORMANCE BOND

1. If a Performance Bond is required for a project the successful bidder shall furnish the County, at the time of execution of the contract, a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work.
2. The surety and the form of the bond or bonds shall be acceptable to the County.
3. Unless otherwise specified in this section, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
4. The successful bidder shall submit in triplicate, a "Performance Bond" guaranteeing the performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded, and a "Labor and Material Payment Bond" guaranteeing the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work equal to one hundred (100%) of the amount of the contract awarded.

INDEMNIFICATION

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

FAILURE to PERFORM

1. In the event the equipment and/or products fail to perform to the County's expectations the vendor shall, at its own expense, repair or replace said item(s).

FINANCING of MATERIAL or EQUIPMENT PURCHASES

1. When any bid includes the lease and/or purchase of material and/or equipment the respondent shall submit a price on the bid form provided by the County.
2. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease.
3. The County shall only deal with the contractor/vendor actually submitting the bid AND arrangements made between the bidder and any other party as a part of this bid are strictly between those parties and the County shall not be included or required to participate in them in any way.
4. Furthermore, unless otherwise agreed upon, the County shall only make payments directly to the vendor awarded a contract and issued a purchase order or authorization to proceed.

CONTRACT RE-ASSIGNMENT

1. The bidder shall not re-assign any portion of any contract that results from this solicitation without the express written consent of the County.

REMEDY for BREACH

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

DELIVERY and PAYMENT

1. All bid prices shall include delivery and shall be quoted F.O.B. destination.
2. All deliveries shall be made within ten (10) business days or vendor's receipt of purchase order unless otherwise specified in the Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
3. Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and cannot accommodate tractor trailers. No additional compensation shall be paid to vendors for inside delivery at those locations. Under no circumstances shall County employees be required to unload and/or deliver inside, their own shipments.
4. Orders will be placed on an "as needed" basis by Tompkins County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
5. Prior to payment, the items furnished and/or work performed will be inspected by the Purchasing Division or their designee to determine their conformity to specification. Payments will not be made for items or work not meeting specification(s).

6. Tompkins County is not subject to Federal, State, or Local Taxes.

CASH DISCOUNT

1. Cash discounts may be offered by a bidder for prompt payment of bills, however, such cash discounts will not be taken into consideration in determining the low bidder.
2. For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of goods, whichever is later.

EXTENSION of BIDS to all POLITICAL SUBDIVISIONS, NOT-FOR-PROFIT ORGANIZATIONS and AUTHORIZED DISTRICTS

1. Tompkins County reserves the right to allow all municipal, not for profit organizations and authorized districts authorized under the General Municipal Laws of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Tompkins County and the vendor.
2. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
3. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
4. Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status.
5. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entity and not by Tompkins County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Tompkins County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the Tompkins County bid.

WORKFORCE DIVERSITY and INCLUSION

1. Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:
 - (a) An organization-wide understanding and acceptance of the purpose and reasons for diversity;
 - (b) Recruitment and retention policies that assure a diverse workforce;
 - (c) A workplace environment that is welcoming and supportive of all;
 - (d) Awareness, understanding and education regarding diversity issues;
 - (e) Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;

- (f) A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.
2. Bidders are encouraged to include an outline of their diversity policy in their proposal response.

LIVING WAGE

1. Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.
2. If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with the contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

CORPORATE COMPLIANCE

1. **FEDERAL FUNDING COMPLIANCE:** The bidder agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the bidder under this contract, the bidder agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the federal funds were authorized.
2. Further, Bidder agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws the Compliance Plan can be reviewed at www.tompkinscountyny.gov/tccp or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

IRANIAN ENERGY SECTOR DIVESTMENT

1. By submitting a response to this solicitation, the bidder hereby represents that said bidders is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said bidder has not:
 - (a) Provided goods or services of \$20 Million or more in the energy section or Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector of Iran.
2. Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:

- (1) “By submission of this response to solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the bidder cannot make the certifications as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the contract to any bidder who cannot make the certification on a case-by-case basis under the following circumstances:
- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
 - (2) Tompkins County has made a determination that the goods and services necessary for the County to perform its functions and that, absent such an exemption, Tompkins County would be unable to obtain the good or services for which the bid is offered. Such determination shall be made by the County in writing and shall be a public document.

Detailed Specifications

Pick-up Time and Frequency:

The contractor shall be responsible for pick-up of refuse and/or recycling **before** 6:30 a.m. The frequency of pick-up for each location is indicated on Attachment A. The successful bidder shall work with the County to set up a schedule that is acceptable to both parties.

Recyclable Material Delivery Location:

All recyclable materials removed from any County location shall be delivered to the Tompkins County Recycling and Solid Waste Center, 122 Commercial Ave., Ithaca, NY.

Dumpsters:

The County currently has split dumpsters at various locations with chains to chain down one side while emptying. All containers shall be front-load containers, however there is a possibility for the need of a rear-load container in one location.

All dumpsters shall be clean and properly labeled.

Due to the location of many of the dumpsters/receptacles in close proximity to employee parking spaces, containers must be set back in the same spot after dumping. Container covers shall be closed after dumping.

Policing of Dumpster Area(s):

Any spillage from a transfer of container contents to truck will be the contractor's responsibility to clean up.

Additional Requested Pick-ups:

Additional requested pick-ups shall be services within two days of request.

Sub-Contracting:

The Contractor may request permission from the County, the ability to use a sub-contractor to fulfill the services of the agreement resulting from this bid. Such requests shall not be unreasonably withheld, however the services provided by the sub-contractor must meet the County's requirements as acceptable service.

Any requests to use a sub-contractor must be submitted to the Purchasing Division, in writing, a minimum of sixty (60) days prior to the commencement of use. The County reserves the right to deny the request and/or revoke permission should the services of the sub-contractor be unacceptable to the County.

The agreement resulting from this bid shall be between the Contractor and the County and all payments made for services shall be made directly to the Contractor.

**Attachment A
Pickup Locations, Receptacle Sizes, and Number of Pickups per Week**

REFUSE & RECYCLING

Pickup Location	Container Size/Type	Containers/Location	Pickups Per Week/Month
Ithaca Tompkins Regional Airport, 92 Brown Rd.	6 yard refuse	1	1/Week
Ithaca Tompkins Regional Airport, Terminal Building	6 yard refuse 6 yard OCC/Recycle	1 1	3/Week 1/EOW
Public Works, 170 Bostwick Rd.	8 yard refuse 8 yard OCC/Recycle	1 1	1/EOW 1/Month
Solid Waste Management Division, 122 Commercial Ave.	4 yard split refuse/OCC/Recycle	1	1/Month (refuse) 2/Month (OCC/Recycle)
Department of Emergency Response, 92 Brown Rd.	4 yard split/refuse/OCC/Recycle	1	1/Week (refuse) 1/EOW (OCC/Recycle)
Health Department 55 Brown Rd.	8 yard split/refuse/OCC/Recycle	1	1/EOW 1/EOW
Public Safety Building, 779 Warren Rd.	8 yard refuse 8 yard OCC	1 1	2/Week 1/Week
Mental Health Building, 201 E. Green St.	8 yard split – refuse/OCC	1	1/Week - refuse 1/EOW - OCC
Courthouse Complex, 125 E. Court St.	8 yard refuse 8 yard OCC	1 1	1/Week 1/EOW
Human Services Building, 320 W. State St.	8 yard refuse 8 yard OCC	1 1	1/Week 1/EOW
Public Library, 101 E. Green St.	8 yard split - refuse/OCC	1	1/Week - refuse 1/Week - OCC
Old Library, 312 N. Cayuga St.	4 yard split – refuse/OCC OCC	1	1/Week - refuse 1/Month – OCC

CONTRACT RENEWAL PRICING SHEET - TOMPKINS COUNTY REFUSE & RECYCLING REMOVAL

Company Name:

Pickup Location	# of Pickups	Cost Per Pickup	Tipping Fee/Wk	Total Cost Per Week	Total Cost Per Month	Total Cost Per Year
Airport - Terminal						
Refuse	3/wk					
OCC/Recycle	1/eow					
Airport - 72 Brown Rd.						
Refuse	1/wk					
Public Works						
Refuse	1/eow					
OCC/Recycle	1/mo					
Solid Waste						
Refuse	1/mo					
OCC/Recycle	2x/mon.					
Dept. of Emerg. Resp.						
Refuse	1/wk					
OCC/Recycle	1/eow					
Health Department						
Refuse	1/eow					
OCC/Recycle	1/eow					
Public Safety						
Refuse	2/wk					
OCC	1/wk					
Mental Health						
Refuse	1/wk					
OCC	1/eow					
Courthouse Complex						
Refuse	1/wk					
OCC	1/eow					
Human Services Building						
Refuse	1/wk					
OCC	1/eow					
Public Library						
Refuse	1/wk					
OCC	1/wk					
Old Library						
Refuse/yard	1/wk					
OCC/yard	1/mo					

ANTI-DISCRIMINATION CLAUSE

During the performance of this agreement, **the Contractor** hereby agrees as follows:

- (a) The **Contractor** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. 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 _____



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)
	GENERAL LIABILITY <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) \$
	AUTOMOBILE LIABILITY <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 \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$
	NYS DISABILITY				STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS				\$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY				
	OTHER				

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 _____

INSURANCE BINDER

The undersigned agrees to Tompkins County's hold harmless/indemnification language. The undersigned also affirms that the insurance requirements have been discussed with the undersigned's insurance agent, that the cost of required insurance has been considered in the submitted bid price, and that a completed insurance certificate (or certification letter of coverage) has been submitted with the package. Project-specific insurance is acceptable. A certification letter of coverage is a letter from the undersigned's insurance agent stating that if awarded the contract, undersigned will be covered with sufficient insurance to meet the contract requirements.

Authorized Signature

Tompkins County Vendor Responsibility Questionnaire

VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR		<input type="checkbox"/> SUB-CONTRACTOR	
IDENTIFICATION NUMBER :		WEBSITE ADDRESS:	
VENDOR'S LEGAL BUSINESS NAME:		D/B/A – DOING BUISNESS AS: (if applicable)	
ADDRESS OF PRIMARY PLACE OF BUSINESS:		ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:			
NAME:			
TITLE:			
TELEPHONE:			
EMAIL:			
LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:			
NAME:		TITLE:	
NAME:		TITLE:	
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
<p>1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
<p>2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) An officer of any political party organization in Tompkins County, whether paid or unpaid? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i></p>			
<p>3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; 5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>			

<p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied”. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax Indicate the year(s) the vendor failed to file. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT’S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT’S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor’s current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting Tompkins County in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about submitting vendor's business and operations;
- Understands that Tompkins County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Tompkins County Purchasing Division of any material changes to the vendor's responses.

Name of Business:

Signature of Owner _____

Address:

Printed Name of Signatory _____

City, State, Zip

Title _____

Sworn before me this _____ day of _____, 20____;

Notary Public

Printed Name

Signature

Date

**TOMPKINS COUNTY
BIDDER QUALIFICATION FORM**

BID TITLE: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME & TITLE OF PERSON PROVIDING INFORMATION: _____

How many years has this firm been actively engaged in the supply of _____?

Please supply the name address of at least two municipalities you have supplied the requested product(s) to in the past three years.

Municipality Name	Contact Person	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have the properly trained personnel to dedicate to fulfilling the requirements of this contract? _____

If required, do you have the ability to produce computer generated usage reports? _____

Please provide any other information that you feel would be pertinent in helping Tompkins County to determine your qualifications to fulfill this contract: _____

Signature

Date

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 enclosed		
2. Bid Bond enclosed	N/A	N/A
3. Non-Collusive Certificate enclosed		
4. Anti-Discrimination Clause enclosed		
5. Insurance Certificate completed by insurance agent enclosed		
6. Insurance Binder enclosed		
7. Wages, Awards, Bond Requirements – agree to conditions	N/A	N/A
8. Equal Opportunity Acknowledgement enclosed	N/A	N/A
9. Statement of Surety’s Intent enclosed	N/A	N/A
10. Site Visit Verification Form enclosed	N/A	N/A
11. Subcontractor and Supplier list(s) enclosed	N/A	N/A
12. Vendor Responsibility Form enclosed		
13. Prevailing Wage Receipt Form enclosed		
14. Livable Wage Form enclosed	N/A	N/A
15. W-9 Taxpayer Identification and Certification enclosed	N/A	N/A
16. Addenda (if issued) received		
List Addendum # and dates		

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.
5. The respondent agrees to all terms and conditions as provided within the specifications.

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

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

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

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

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

Responsibilities of the Public Agency

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

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



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

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

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

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

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

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

This is a change to our prior notice.

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

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

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

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

Hours

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

Wages and Supplements

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

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

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

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	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 01/01/2015

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

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

For use with Transfer Station Operation.

Per Hour: 07/01/2014

Indus. Truck Driver/Tractor Operator
\$ 15.34

Laborer/ non-construction
\$ 12.35

Conveyor operators and tenders
\$ 13.57

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: \$ 1.63

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal 01/01/2015

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

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: 07/01/2014

Trash, Recycling,
Roll-Off and
Brush Drivers
\$ 14.50

Thrower Helper
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

\$ 6.57*

* 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.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

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.

10-317

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.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - 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

TOMPKINS COUNTY
FINANCE DEPARTMENT
PURCHASING DIVISION
125 EAST COURT STREET, OLD JAIL BUILDING
2ND FLOOR
ITHACA, NY 14850

NON-BIDDER/PROPOSER RESPONSE

PROPOSAL TITLE:

The Tompkins County Finance Department, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to Lisa Hall, Buyer, lhall@tompkins-co.org, or (607) 274-5505 (fax).

- Could not meet the Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to company.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other reasons; please state and define: _____

Vendor Name: _____
Contact Person: _____
Contact Email: _____ Phone: _____
Address: _____