

TOWN OF SKANEATELES
REQUEST FOR PROPOSALS FOR TOWN TRANSFER STATION

The Town of Skaneateles is seeking proposals for the collection of household garbage, recyclable materials and tires to be collected from the Town's Transfer Station and hauled off site by the successful bidder. The following is an itemized proposal for providing specified garbage, recycling and tire removal services at the Town Transfer Station for the Town of Skaneateles.

The successful bidder will be the bidder who best qualifies in the areas of qualifications, detailed waste management services and price.

The undersigned hereby declares that he or she has carefully examined all bid documents including specifications and related documents, also including those incorporated by reference, and all addenda thereto; is satisfied as to the information and conditions, and understands that in signing this Proposal he or she waives all right to plead any misunderstanding regarding the same.

The undersigned further declares that he or she has conferred with Town Highway Superintendent, Allan Wellington, visited the site at the Skaneateles Transfer Station, 1676 Old Seneca Turnpike, Skaneateles, New York and reviewed the specifications.

1. Bid Security

The undersigned submits herewith, in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00), as bid security: (1) the completed bid bond form which is found herein, properly filled in, signed and notarized by the undersigned and the Surety, or (2) a certified check or certified funds. In case this proposal is accepted by the Town of Skaneateles and the undersigned refuses or neglects, within ten (10) calendar days after date of Notice of Award, to execute and deliver an agreement in the form provided herein, the amount of the bid security shall be forfeited and shall be paid to the Town of Skaneateles as liquidated damages.

2. Amount of Bid

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles **recyclable materials collection services, tire removal services and household garbage collection services** for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto.

NOTE: The Town Board reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. Bids containing incomplete or no price information for any bid item, which thus prevents evaluation of the extended total for that bid item, may be rejected. The Town Board reserves the right to award each category separately or to award a bid for all four categories.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed

or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated: _____, 2020

Signed: _____
Name of Bidder

Signature of Authorized Officer of Bidder

Address

Telephone Number

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2020, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

**TOWN OF
SKANEATELES STATE
OF NEW YORK**

**REQUIREMENTS FOR BIDDERS AND MINIMUM SPECIFICATIONS
FOR PROVIDING SPECIFIED HOUSEHOLD GARBAGE, RECYCLABLE
MATERIALS AND TIRE REMOVAL FOR THE TOWN TRANSFER STATION**

1.0 GENERAL.

It is the intention of these specifications to describe household garbage, recyclable materials and tire removal to be provided by the Bidder to the Town of Skaneateles related to the Town Transfer Station managed by the Town's Highway Superintendent. Any and all supplies and equipment necessary to provide collection services are to be provided by the Bidder unless specifically referenced herein as being provided by the Town. The specifications shall be construed as the acceptable minimum. All bidders must state in writing that they have contacted Allan Wellington, Highway Superintendent, visited the site and discussed the specific needs of the Town. The Town of Skaneateles is located in southwest Onondaga County and provides transfer station services for its approximately 7,209 residents. The Town is seeking to develop an operational system for the provision of transfer station services in the most cost-effective manner possible. ESTIMATES FOUND ELSEWHERE IN THIS BID PACKAGE OF THE TOWN'S CURRENT AVERAGES IN EACH OF THE CATEGORIES IS AN ESTIMATE ONLY; BIDDERS ARE AWARE THAT ACTUAL AMOUNTS OF HOUSEHOLD GARBAGE, RECYCLABLES AND TIRES MAY BE MORE, OR LESS, THAN CURRENT AVERAGES.

2.0 QUALIFICATIONS OF BIDDER.

Qualifications of the bidder, including length of time in the business of providing household collection services for garbage, recyclable materials and tire removal, along with personal and business references must be submitted. All bidders should provide details of experiences in providing services to municipalities.

3.0 DETAILED WASTE MANAGEMENT PLAN.

The bidder must provide a detailed Waste Management Plan which identifies the process(es) by which all collected materials from the Transfer Station will be collected, handled transported from the Transfer Station, to where collected materials will be transported, and ultimately where collected materials will end. The waste management plan shall include a detailed list of all items that will be accepted for recycling.

4.0 BIDS.

Bids shall provide or furnish all of the following:

- 1) Detailed description of all labor, equipment and components which the Bidder

proposes to use to furnish each separate category of collection, i.e., household garbage collection, recyclable materials collection and tire removal services. All exceptions shall be prominently noted. Any bidder turning the Town's specifications back in as their own may be automatically rejected. The bidder must show that he or she understands our specifications. The successful Bidder shall be solely responsible for providing satisfactory services.

2) Bids subject to an escalator clause or increase in price may be rejected.

3) Bid price must include all costs to the Town including, but not limited to, price and/or rebate for furnishing and providing the services requested, including hauling fee, disposal price per ton and all equipment, supplies and labor.

4) The non-collusive bidding certificate as required by Section 103-d of the General Municipal Law of the State of New York must be executed.

5) The Iranian Energy Sector Divestment Certification, as required by Section 103-g of the General Municipal Law of the State of New York must be executed.

6) Bidder agrees that he/she has reviewed and agrees to comply, in all respects, with these specifications.

5.0 INTERPRETATION OF SPECIFICATIONS.

Bidders shall not seek verbal interpretation of the meaning of any of these specifications or other contract documents. Every request for such interpretation should be in writing, addressed to the Town Highway Superintendent not later than five (5) days prior to the date set for bid opening. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record, by the Town Highway Superintendent in the form of addenda to the specifications. All addenda so issued will then become a part of the contract documents.

6.0 PROPOSAL.

Persons desiring to make a proposal shall use the proposed form prepared and attached hereto. The "blank" places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned herein. The specifications attached hereto are to be considered as and shall form a part of the agreement. Each proposal shall specify the correct gross or lump sum and shall also specify the unit prices for each of the separate items if called for the proposal. In case the amounts shown in words and the equivalents in figures do not agree, the written words shall be considered binding.

7.0 REQUIRED DOCUMENTS.

All Bidders Must:

1. Have authorized officer fill in all blanks on the Proposal Sheet(s) and sign the proposal.
2. Have the authorized officer sign the Non-Collusive Bidding Certificate and Iranian Energy Sector Divestment Certification.

3. Submit one original and one photocopy (Extra copies of these forms may be made and retained).
4. Provide Bid Bond or Certified Check as required in Paragraph 1 of the Bid Proposal.

NOTE: FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CAUSE THE BID TO BE CONSIDERED “NON-RESPONSIVE” AND, THEREFORE, NOT ACCEPTABLE.

The successful bidder shall be required to execute a written contract with the Town of Skaneateles.

8.0 AVAILABILITY.

Availability shall be beginning in July 1, 2020. Time is of the essence in this regard and the Town may reject any individual bid failing to state an July 1, 2020 availability consistent with this paragraph.

9.0 SPECIFICATIONS.

All services performed by Contractor under the Agreement shall be performed in accordance with the specifications set out in the Bid Proposal and in this Requirements for Bidders and Minimum Specifications. The following specifications are considered the minimum acceptable. If no exceptions are noted, it will be presumed that there are no exceptions.

Requirements:

A. GENERAL REQUIREMENTS

- (1) The Town owns its own containers and has the right to place same at the location determined by the Highway Superintendent.
- (2) Companies will be responsible for the pickup of full containers and the placement of empty containers.
- (3) Pickup of containers will be as needed and determined by the Highway Superintendent.
- (4) All Bidders must first meet with the Town Highway Superintendent at the Transfer Station to determine pickup logistics.
- (5) Emergency numbers of the Town and haulers will be exchanged.
- (6) A Certificate of Insurance with a minimum of \$ 1,000,000/\$3,000,000 Commercial General Liability and \$1,000,000/\$3,000,000 Automobile Liability and, naming the Town of Skaneateles as additional insured must be provided. All bidders must show proof of workers compensation insurance coverage.

- (7) In addition, if applicable, Contractor shall require that its employees clean up their work area at the conclusion of each workday.
- (8) If the bid is for furnishing supplies, materials, equipment or services and is based upon a QUANTITY ESTIMATE, the bidder shall agree to furnish additional quantities, if required, at the price bid for the term of the contract.
- (9) The bidder must comply with all New York State DEC regulations.

B. HOUSEHOLD GARBAGE COLLECTION SERVICES/MUNICIPAL SOLID WASTE

- (1) The Transfer Station on average sends forty (40) tons of garbage per week that is compacted, and twenty-four (24) tons per week that is uncompacted. The Town utilizes four (4) thirty-five (35) yard compactors for the compacted garbage, and three (3) forty (40) yard containers for uncompacted garbage.
- (2) The tipping floor must be kept clean to discourage odor and rodents.
- (3) It is expected that the successful bidder will make scheduled pick-ups as determined by the Town of Skaneateles Highway Superintendent or Town of Skaneateles Foreman.

C. RECYCLABLE MATERIALS COLLECTION SERVICES

- (1) The Transfer Station receives on average a total of three (3) tons of single stream recyclables per day.
- (2) The Town currently sends three (3) loads of recyclable materials to the Material Recovery Facility per week. The Town utilizes three (3) thirty-five (35) yard compactors delivering an average of 5 tons per load.

D. TIRE REMOVAL

- (1) The Town currently receives on average 10 to 12 tons of waste tires per year.

The Town also reserves the right to REVISE or AMEND the bid specifications prior to the bid opening date by WRITTEN ADDENDA for reasons other than stated above.

NOTE: THE TOWN OF SKANEATELES DOES NOT ACCEPT ANY HAZARDOUS WASTE ON A DAILY BASIS. THE TOWN DOES HOLD COLLECTION OF HAZARDOUS WASTE ON SCHEDULED DATES BUT THE COLLECTION OF HAZARDOUS WASTE IS NOT INCLUDED IN THE SCOPE OF THIS RFP.

10.0 RELATIONSHIP OF THE PARTIES.

It is understood that an independent Contractor relationship will be created by this contract. Contractor is not to be considered an agent or employee of Town for any purpose, and the employees of Contractor are not entitled to any of the benefits that Town provides for Town's employees. It is understood that Town does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other owners while Contractor is under contract with Town.

11.0 RESPONSIBILITIES OF CONTRACTOR.

1. Contractor shall furnish all labor, materials, equipment and other items necessary to carry out the terms of this Contract in a manner satisfactory to the Town.
2. Contractor shall furnish duly qualified and experienced employees and foremen or supervisors to carry out the work to be performed by Contractor under this contract. Persons hired by Contractor shall be and remain Contractor's employees. All personnel hired by the Contractor shall be thoroughly screened, including police clearance, as permissible by law. Contractor shall comply with the instructions pertaining to conduct and regulations issued by the Town Highway Superintendent. Contractor shall provide the Town Highway Superintendent with the name and address of all personnel assigned to the facility. Contractor shall at all times enforce strict discipline and maintain good order among the workers engaged in the work, and shall cause such workers to observe all reasonable fire prevention, security and safety rules and regulations in force at the site of the work.
3. Contractor shall provide adequate supervision at all times of the work which Contractor's employees are performing under this contract to insure its completion and satisfactory performance in accordance with the terms of the contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work. However, the work contemplated herein must meet the approval of Town and shall be subject to the Town's general right of inspection and supervision to secure the satisfactory completion thereof.
4. Contractor shall comply with all Federal, State and Municipal laws, rules and regulations that are now, or may in the future, become applicable to Contractor or Contractor's business, equipment and/or personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor shall take all precautions necessary and shall be responsible for the safety of the personnel performing the work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for this purpose. All work shall be done at Contractor's risk. Contractor shall obtain applicable permits and licenses and pay all related fees, unless otherwise stated herein.

12.0 INDEMNITY AND LIABILITY.

1. Contractor shall indemnify, defend and hold harmless Town and Town's employees against all liability and loss, and against all claims of Contractor's employees against all liability or loss, and against all claims or actions based upon or arising out of damages or injury (including death) to persons or property, caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any law, ordinance, building code, or regulation. Contractor shall also indemnify, defend and hold harmless Town against all liability and loss in connection with, and shall assume full contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's employees engaged in performance of the Contract.
2. Contractor shall bear all responsibility for any equipment owned or rented by Contractor and for any supplies and materials to be used by contractor in the performance of this Contract. Town shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any supplies and equipment used by Contractor or any of its employees, even if such equipment is furnished, rented, or loaned to Contractor by Town. The acceptance or use of any such equipment by Contractor or any of its employees shall be deemed to mean that Contractor accepts full responsibility for, and agrees to indemnify, defend and hold harmless Town against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuses, or failure of such supplies and equipment, whether such injury or damage is to an employee or the property of Contractor, other Contractors, Town or other persons.

13.0 INSURANCE.

1. Contractor shall secure, pay the premiums for, and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract. Contractor agrees to provide Town with Certificates evidencing the required coverage before Contractor begins any work hereunder. Such Certificates shall be in a format acceptable to the Town, shall contain a provision that coverage afforded under the policies will not be canceled and no material changes will be made until at least thirty (30) days prior to written notice has been given to Town. Contractor shall provide and maintain the following insurance:
 - (a) Workmen's Compensation as required by all applicable Federal, State, Maritime or other laws including employer's liability.
 - (b) Comprehensive General Liability including:
 - i. Premises - Operations Liability Coverage
 - ii. Products - Completed Operations Liability Coverage

- iii. Independent Contractors Liability Coverage, and Contractual Liability Coverage, with minimum limits of at least: \$1,000,000/\$3,000,000
 - iv. Comprehensive Automobile Liability including non-ownership and hired coverage as well as owned vehicles, with minimum limits of at least: \$1,000,000/\$3,000,000
- (c) Contractor shall name the Town of Skaneateles, as additional insured, on all insurance required to be maintained pursuant to this Contract.

14.0 TERMINATION/CANCELLATION.

(A) The Town of Skaneateles reserves the right to cancel the contract in the event that the bidder fails to fully comply with all insurance requirements at any time **or**

(B) The Town of Skaneateles reserves the right to cancel the contract in the event that the bidder fails to take adequate corrective action within fifteen (15) days after receiving notice of default in any of the obligations under the contract; including, but not limited to, the failure to deliver on specified delivery date(s) or the delivery of non-conforming goods or services. In the event of a default and cancellation of the contract, the bidder shall be responsible for payment to the Town of a sum equal to the additional contract costs to the County. The Town Highway Superintendent will communicate with the Contractor's management office to resolve problems throughout the contract term.

(C) The Town may also terminate immediately upon the bankruptcy, death, disability or incarceration of the successful bidder or any of the bidders, owners or officers.

(D) In the event that the Town, in its sole judgment, deems services as performed by Contractor, to be unsatisfactory, Town may at any time upon twenty (20) days' written notice, terminate this Contract. Upon such termination, neither party shall have any further liability to each other, except for obligations existing prior to such termination.

15.0 NOTICES.

Any notice required shall be in writing and shall be either sent by mail or hand delivered to the parties at the addresses indicated herein. Notices for the Town shall be sent to:

Town Highway Superintendent
Town of Skaneateles
24 Jordan Street
Skaneateles, NY 13152

Notices to the Bidder shall be sent to the address set forth on the Bid Proposal.

16.0 ASSIGNMENT.

Contractor may not assign its rights or delegate its obligations under this Contract without the prior written consent of the Town. For purposes of this Contract, ASSIGNMENT INCLUDES SUBCONTRACTING. Use of subcontractor without the prior written consent of Town shall result in the immediate termination of the Contract.

17.0 TAX EXEMPT STATUS.

The Town is a political subdivision of the State of New York and as a government entity, is exempt under Purchase Tax Law, Section 1116. The Town is not issued an exempt organization certificate or an ST119 with an exemption number by the New York State Tax Bureau. A copy of the Town's Voucher (VO), Purchase Order (PO) or petty cash form are the only certifications the Contractor is required to keep for documenting the tax-exempt sale. Contractor questions concerning the Town's tax-exempt status should be directed to the Town Clerk.

18.0 TOWN CONTRACTS/NEW YORK STATE CONTRACTS.

The Town reserves the right to purchase from the Town contract(s) or New York State contracts or authorized cooperative group purchasing programs.

19.0 TERM.

The winning bidder will provide the required services for a term beginning on July 1, 2020 and ending on December 31, 2023 subject, however, to the Town's right to terminate this contract on twenty (20) days' notice as referenced above.

20.0 PAYMENT.

Payment for Contractor's work under this Contract shall be in accordance with all applicable State, Federal and Local Laws and shall be billed monthly on a rendered service basis. Depending upon the actual date of occupation by the Town payment for a portion of a month shall be pro-rated for the portion of such month as service is provided by adjusting the monthly charge on a per diem basis based on the number of cleaning days per month in accordance with the rates set forth herein. Contractor must submit a signed Voucher to the Town Clerk for each payment.

21.0 REGULATORY COMPLIANCE.

The contractor represents that all goods and services provided shall comply with all applicable standards, rules and regulations in effect for the requirements of federal, state and local laws and regulations as applicable, including the Consumer Product Safety Act, Occupational Safety and Health Act, as amended, or other applicable laws or regulations.

22.0 WITHDRAWAL OF BIDS.

- A. No bids may be withdrawn after the bid deadline unless no award has been made within forty-five (45) days of bid opening.

- B. In the case of a unilateral bid mistake, or error, by a Bidder, on any bid proposal, legislation allows the Bidder to withdraw the bid after showing that:
 - 1. the mistake was known, or made known to the Town **PRIOR** to the awarding of the contract, or within three (3) days after the bid opening, whichever period is shorter;
 - 2. the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 - 3. the bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error rather than a judgment error;
 - 4. the error was actually due to an unintentional substantial mathematical error, or unintentional omission of a substantial quantity of work, labor, materials or services, made directly in the compilation of the bid (which error or omission can be shown by objective evidence drawn from certain listed documents); and
 - 5. it is possible to put the Town in “status quo ante.”

23.0 PREVAILING WAGE.

The New York State Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and provide supplements (fringe benefits) in accordance with the prevailing practices in the location where working. The Bidder agrees to comply with the prevailing wage requirements including, but not limited to, all the requirements on the attached documentation from the New York State Department of Labor.

24.0 AUTHORIZED SIGNATURE.

The words “officer” or “officer of the company” means anyone having the “authority” to obligate their principal in the bidding and contract process. This person will provide documentation that he has this authority and will furnish the documentation within 72 hours, when requested, or be considered indicative of non-responsibility and will not be given further consideration.

25.0 REJECTION AND/OR ACCEPTANCE OF BIDS.

The successful bidder will be notified by letter within 20 days after opening of the bids. The successful bidder will be required to execute a written contract with the Town of Skaneateles. The bid and advertisement for bid are incorporated into the executed contract. The Town reserves the right to evaluate and/or reject any and all bids in whole or in part, and to waive technicalities, irregularities and omissions, if, in the Town's judgment, the best interests of the Town will be served.

26.0 TOWN'S RIGHT TO INSPECT/AUDIT.

The successful bidder will permit the Town to periodically inspect and/or audit the Waste Management Plan set forth by the successful bidder to ensure compliance.

27.0 ENTIRE AGREEMENT.

This instrument represents the entire agreement between the parties. This Contract may only be modified by a written instrument duly executed by both parties. This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

NOTICE: All bids received that lack:

1. A signed proposal;
2. A signed Non-Collusive Bidding Certificate;
3. A signed Iranian Energy Sector Divestment Certificate; or
4. Bid Bond/Check, when required *may be rejected as being non-responsive at the formal public bid opening.*

The Town Procurement Officer(s) or employees conducting the bid opening will document the non-responsiveness orally and in writing.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
having an office at _____
(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having
its principal office at _____
(hereinafter called the "Surety") are held and firmly bound unto the _____
(hereinafter called the "Owner") in the full and just sum of _____ Dollars
(\$ _____) good and lawful money, well and truly to be made and done, the Principal binds
himself (its, themselves), his (its, their) heirs, executors, administrators, successors and assigns
and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted to the Owner a proposal for _____

which proposal is incorporated herein by reference and made a part hereof as fully and to the same
extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the
proposal of the Principal and if the Principal shall enter into a Contract with the Owner in
accordance with the terms of the proposal and give such bond or bonds as may be specified in the
bidding or contract documents, then this obligation shall be null and void, otherwise to remain in
full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept the proposal of the Principal and said Surety does hereby waive notice of any
such extension.

IN WITNESS WHEREOF, the Principal has hereunto set his (its, their) hand and seal and
the Surety has caused this instrument to be signed by its _____ and its corporate seal to be hereunto
affixed this day of _____, 2020.

Principal

By: _____ [seal]

Surety:

By: _____ [seal]

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2020, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2020, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Bidder Name: _____

By: _____

Title: _____

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

Section 103-g of the General Municipal Law requires the following statement subscribed by the bidder as true under the penalties of perjury: Iranian Energy Sector Divestment Certification.

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

A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification herein on a case-by-case basis if:

- (a) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (b) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Bidder Name: _____

By: _____

Title: _____

Bid Specifications:

A. HOUSEHOLD GARBAGE COLLECTION

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles household garbage collection services (including supplies and materials), for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$_____ Tipping Fee per Ton

\$_____ Cost per haul

B. RECYLCABLE MATERIALS COLLECTION SERVICES

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles recyclable collection services (including supplies and materials), for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$_____ Tipping Fee per Ton

\$_____ Cost per haul

C. TIRE REMOVAL SERVICES

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles waste tire removal collection services (including supplies and materials), for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$_____ Tipping Fee per Ton

\$_____ Cost per haul