

REQUEST FOR SEALED, COMPETITIVE QUOTES

FOR

**TEMPORARY PERSONNEL SERVICES
COMPOST SITE GATEKEEPERS**

January 23, 2012

**ONONDAGA COUNTY
RESOURCE RECOVERY AGENCY
100 ELWOOD DAVIS ROAD
NORTH SYRACUSE, NEW YORK 13212-4312
Telephone: (315) 453-2866 Fax: (315) 453-2872**

REQUEST FOR SEALED, COMPETITIVE QUOTES FOR TEMPORARY PERSONNEL SERVICES

Background Information

The Onondaga County Resource Recovery Agency is a New York public benefit corporation created by Public Authorities Law, Title 13B, Sections 2045-a to 2045-x, as adopted 1981 and amended in 1989.

The Agency was created for the public purpose of assisting in the planning development, construction, operation and maintenance of solid waste facilities. The Agency currently operates two transfer stations and two compost sites. The plant processing construction and demolition waste is located in the town of Salina on 7th North Street (Ley Creek). The second transfer station is located in the Town of Onondaga on Rock Cut Road (Rock Cut). The compost sites are located in the Town of Jamesville and Town of Camillus. The Administrative and Recycling staffs are located at 100 Elwood Davis Road in North Syracuse (Main Office).

Temporary Personnel Requirements

OCRRA wants to **payroll** up to 7 part time temporary employees for the gatekeeper position at the compost sites. The temporary workers have previous experience with the compost sites and OCRRA is looking for a quote on the hourly rate based on paying the employees **\$10.00** per hour plus expense reimbursement. The position is needed from April 1 to November 30 and two weeks in January 2013 for Christmas tree drop off. The hours of work vary, the compost sites are opens; Monday through Saturdays. There would be travel using the employee's own vehicle between the 2 compost sites for the temporary employees and some cash handling.

Review Time Line

January 23, 2012	Issuance of RFQ.
February 13, 2012 at 5 p.m.	Deadline for receipt by the Agency of sealed, competitive quote.
March 14, 2012	Agency Board adopts Resolution to enter into contract with temporary services provider
March 19, 2012	Purchase Order issued to selected vendor.

The Agency reserves the right to modify this schedule at any time with or without notice

Instructions to Respondents

- 1) Quote should be enclosed in a sealed envelop, plainly marked "**COMPETITIVE QUOTE FOR TEMPORARY GATEKEEPER PERSONNEL SERVICES**", and addressed to the designated Agency contact as follows:

Rusty Hunt
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

100 Elwood Davis Road
North Syracuse, NY 13212

- 2) Receipt of Quotes must be no later than 5:00 p.m. on February 13, 2012 at the address listed above.
- 3) A cover letter and any other supporting documentation should be submitted with the Quote. The cover letter should include the following:
 - a) A statement that the quote shall not be withdrawn for a period of ninety (90) days from the February 13th return deadline.
 - b) Commitment of organization to carry out provisions of quote if selected by Agency.
 - c) Cover letter must be signed by an individual empowered to sign such material and commit to the obligations contained in the quote.
 - d) Statement that all information in the entire quote, including any forms, supporting documents or subsequent submittals are factual and accurate.
 - e) Designation of the individual authorized to negotiate a contract with the Agency.
- 4) Providers should include a background history of their organization including the administrative contact personnel to act a liaison and any other pertinent information regarding the organization.
- 5) Quotes shall state the cost for services on an itemized "per service" basis, not in lump sum form, for services not covered under a basic fee. For any basic fee, state the specific services provided for such fee and the number of employees used to calculate such fee.

Confidentiality

All quotes and supporting documentation submitted to the Agency will be subject to the New York State Freedom of Information Law (Public Officer's Law, Article 6, Section 84-90) once a selection has been made by the Agency.

Conflict of Interest

The professional organization selected to provide temporary personnel services to the Agency will be required to sign an affidavit attesting to no direct or indirect conflict of interest with the performance of these services to the Agency.

Non-Collusion

The professional organization selected to provide temporary personnel services will be required to sign a Certificate of Non-Collusion.

Selection and Evaluation Process

The evaluation and selection process will be based upon a thorough review of all quotes and related material submitted by the deadline date. The Agency specifically reserves the right to reject any and all quotes in its sole discretion. The Agency also reserves the right to provide

addendums to the RFQ which may include a request for additional information.

The Agency intends to select the quote that is deemed most advantageous to the Agency in its sole discretion. In reaching this determination, the Agency shall consider, without limitations, such factors as cost of services and responsiveness. Providers submitting quotes should be aware that while cost is a significant factor in the Agency's determination, the Agency specifically reserves the right to select other than the lowest cost quote, if the Agency determines that such other quote, on the basis of all factor considered, is most advantageous.

The Agency reserves the right to award to any provider, and to reject all quotes and to again solicit new quotes at its sole discretion.

Subsequent to contract negotiations relative to all terms, conditions and language necessary, the Agency's Board of Directors will vote to make the final decision regarding selection and authorization for contract signing.

Inquiries

All inquiries shall be in writing and directed to Rusty Hunt via fax at (315) 453-2872 or rhunt@ocrra.org. Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or other OCRRA staff members regarding this invitation. Rusty Hunt is the designated contact person and she will internally coordinate distribution of questions and written replies to inquires to allow interested parties to be equally informed of questions and answers during the procurement process. To allow for distribution to all interested parties, kindly submit inquiries no later than 4 p.m. Thursday, February 9, 2012.

CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

Dated: _____, 20__ By: _____

For and on Behalf of: _____

Sworn before me this ____ day of
_____, 20__

CERTIFICATE OF NON-COLLUSION

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

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

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

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

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

Legal Name of Bidder/Proposer/Quoter (Typed)

Address (Typed)

City State Zip

BY:

Signature

Name (Typed)

Dated _____, 20__

Title (Typed)

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

OCRRA Procurement regarding: Temporary Services

OCRRA Designated Procurement Contact Person: Rusty Hunt

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

(For Vendor Use)

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

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

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

No

Yes

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

New York Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

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

No

Yes

If yes, please provide details below:

New York Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____

Signature _____

PERMISSIBLE CONTACTS AFFIRMATION

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

OCRRA Designated Procurement Contact Person: Rusty Hunt

Vendor Signature Print Signer's Name

Vendor Title: _____ Date: _____

Vendor Name: _____

Vendor Address: _____

Vendor Information Regarding

State Finance Law Procurement Compliance Provisions

OCRRA Procurement Regarding: Temporary Services

OCRRA Designated Procurement Contact Person(s): Rusty Hunt

OCRRA conducts its procurements to provide all vendors with an opportunity to compete fairly to maximize competition. New York State has enacted provisions in its State Finance Law, applicable to any contract over \$15,000.00 that further promotes fair competition. This law now requires that all communications i.e. "contacts" with the Agency regarding this procurement, after the Request to Bid, Request for Proposals, or Request for Quotes go out, must be through a designated OCRRA Procurement Contact Person. Our Designated Procurement Contact Person is listed above. All contacts by potential vendors should be through the Designated Procurement Contact Person and NO ONE ELSE! All such contacts will be recorded by the Designated Procurement Contact Person and any responding information given to a potential vendor will also be shared with all potential vendors, so no one has a competitive advantage. As a potential vendor on this procurement, you will need to fill in the Permissible Contacts Affirmation form, attached, and submit it with your bid/proposal/quote. You will also need to fill in the other part of this two page form that advises OCRRA of any Non-Responsibility Determinations under this law. If you fail to comply with the above Procurement contacts restrictions or you submit knowingly false, inaccurate or incomplete information, or you violate our OCRRA Ethics Code, you may be found to be a "Non-Responsible" vendor. This can result in a rejection of your firm for contract award, a cancellation of the contract, if later discovered (the Contract will include a cancellation provision for such a contingency), and in the event of two such findings in a four year period, debarment from obtaining any further OCRRA procurement contract for a period of four years from the time of the second violation.

Please be sure to familiarize yourself with these new legal provisions, fill out the attached forms, and contact only the Designated Procurement Contact Person during the procurement process. This will promote fair competition on this procurement and will not disqualify your firm from a potential OCRRA contract award.

Rev. 10/15/2009