

**REQUEST FOR PROPOSALS**

**for the**

**TRANSPORTATION**

**or**

**TRANSPORTATION AND BENEFICIAL USE AND/OR  
DISPOSAL**

**of**

**MUNICIPAL WASTE COMBUSTOR ASH RESIDUE**

**for the**

**DUTCHESS COUNTY RESOURCE RECOVERY AGENCY  
POUGHKEEPSIE, NEW YORK**

**March 5, 2018**

**NOTICE TO PROPOSERS  
FOR THE  
BENEFICIAL USE AND/OR DISPOSAL OF  
MUNICIPAL WASTE COMBUSTOR ASH RESIDUE**

**DUTCHESS COUNTY RESOURCE RECOVERY AGENCY  
POUGHKEEPSIE, NEW YORK**

Notice is hereby given that Proposals for the Beneficial Use and/or Disposal of Municipal Waste Combustor (MWC) Ash Residue from the operation of the Dutchess County Resource Recovery Facility (Facility), will be received by the Dutchess County Resource Recovery Agency (Agency) at the Agency's office at 96 Sand Dock Road, Poughkeepsie, New York 12601, until 3:00 p.m. EST on April 30, 2018.

Proposals will be offers to contract, valid through May 30, 2018, by which date the Agency anticipates it will execute a Beneficial Use and/or Disposal contract.

The services for which Proposals are sought consist of the Beneficial Use and/or Disposal of approximately 56,000 tons per year of MWC ash residue from the operation of the Agency Facility, beginning on July 1, 2018 for a term of eighteen (18) months through December 31, 2019, with the Agency having four one year options to extend or cancel. The Agency will give six (6) months notice of its intention to extend or cancel.

Copies of the request for proposals may be obtained from the Agency by contacting Ms. Lindsay Carille, Executive Director ([lcarille@dcrra.org](mailto:lcarille@dcrra.org)) or Ms. Denise Walsh ([dwalsh@dcrra.org](mailto:dwalsh@dcrra.org)), and it will be online at [www.dcrra.org](http://www.dcrra.org).

An optional pre-proposal conference and Facility tour will be held on April 6, 2018 at the Agency's office at 96 Sand Dock Road, Poughkeepsie, NY 12601 at 10:00 a.m. EST to brief interested parties on the RFP and view the Facility site. You must notify the Agency if interested by April 2, 2018.

The Agency retains the right to reject any or all Proposals, to waive any informality in any Proposal, to accept one or more Proposals which in its sole judgment best serve its interest, and to negotiate terms of an agreement with the selected Proposer(s).

Lindsay Carille, Executive Director  
Dutchess County Resource Recovery Agency  
96 Sand Dock Road  
Poughkeepsie, New York 12601  
845-463-6020

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## REQUEST FOR PROPOSALS

### 1.0 DEFINITIONS

AGENCY	The Dutchess County Resource Recovery Agency (DCRRA).
AGREEMENT	Any agreement between the Agency and the Proposer(s) resulting from this Proposal.
ASH RESIDUE OR MWC ASH RESIDUE	The materials remaining after processing of Municipal Solid Waste (MSW) by the Facility, excluding ferrous metals removed magnetically, and nonprocessable waste removed prior to processing, but including materials added for emissions control and ash treatment. The Municipal Waste Combustor (MWC) ash residue is being tested by the Agency in accordance with NYSDEC requirements and has been determined to be non-hazardous.
BENEFICIAL USE	The approved use of Ash Residue in a manufacturing process to make a product or as an effective substitute for a commercial product, in accordance with 6 NYCRR Section 360-1.15 or the applicable laws, rules and regulations of another state.
CONTRACTOR	The Proposer or Proposers whose response to this Request for Proposals is accepted by the Agency and who enters into an agreement to provide the services described in this Proposal.
FACILITY	The Dutchess County Resource Recovery Facility.
MUNICIPAL SOLID WASTE	Combined household and non-hazardous commercial and institutional waste materials as further described in this RFP.
NYCRR	New York Code of Rules and Regulations.
NYSDEC	New York State Department of Environmental Conservation.
OPERATOR	Wheelabrator Dutchess County LLC (“Wheelabrator”).
POINT OF CONTACT	Lindsay Carille, Executive Director of the DCRRA, is the designated Point of Contact for all communications with respect to this RFP.
PROPOSAL	A Proposal submitted in response to this RFP.
RCRA	Resource Conservation and Recovery Act of 1977.
RFP	This Request for Proposals.

## **2.0 BACKGROUND INFORMATION**

### **2.1 General Information and Procedures**

This Request for Proposals (RFP) is being issued by the Dutchess County Resource Recovery Agency (Agency) to select a Proposer or Proposers to Transport, OR to Transport and Beneficially Use and/or Dispose of all or portions of the Ash Residue resulting from the processing of Municipal Solid Waste (MSW) at the Agency's Dutchess County Resource Recovery Facility (Facility) for an eighteen (18) month term commencing on July 1, 2018 through December 31, 2019. The contract will give the Agency four one year options to extend or cancel. The Agency will give six (6) months notice of its intention to extend or cancel.

The selection of a Proposer(s) to provide these services will be governed by the terms and provisions of this RFP and by any applicable local, state or federal laws. Overall cost will be the basic criterion for the award of contracts, but the Agency may award contracts to one or more responsible Proposers based on the determination that the selected Proposal is most responsive to the RFP and is in the best interest of the Agency.

If more than one Contractor is chosen, the specific scheduling of daily and weekly residue removal by each Contractor will be determined by the Agency.

Proposals are to be prepared to a level of detail and completeness with regard to qualifications of the Proposer and technical, environmental and financial information that allows such a determination by the Agency. Proposals are expected to include details as required regarding equipment to be used for hauling, hauling routes, and final Beneficial Use and Disposal sites.

Upon determination that a Proposal may best meet the needs of the Agency, the Agency expects to immediately commence negotiations for an agreement with the selected Proposer or Proposers to provide the services described herein. Services are expected to commence on July 1, 2018.

Proposals must be received no later than 3:00 pm EST on April 30, 2018. All proposals will be valid through May 30, 2018.

### **2.2 Purpose and Objectives**

The purpose of this RFP is to solicit Proposals from qualified proposers for the Transportation, OR the Transportation and Beneficial Use and/or Disposal of all or portions of the Ash Residue generated by the Facility.

The objective of the Agency is to enter into an environmentally sound and cost effective contract or contracts for the Transportation, OR the Transportation and Beneficial Use and/or Disposal of all or portions of the MSC Ash Residue. Proposers must therefore have the capability to furnish all personnel and equipment required to perform the services for which they are submitting a proposal.

### **2.3 The Dutchess County Resource Recovery Agency**

The Agency was established in 1983 pursuant to an act of the New York State legislature as a public benefit corporation to perform the function of solid waste management in Dutchess County, New York.

All decision making power is vested in the Agency Board. The Board is composed of seven members appointed by the Dutchess County Executive and the County Legislature. Daily operations are managed by an Executive Director who is appointed by the Board.

### **2.4 The Dutchess County Resource Recovery Facility**

The Facility is a mass burn type resource recovery Facility, which receives, stores, and combusts Municipal Solid Waste (MSW), consisting of household waste, non-hazardous commercial and industrial waste, and some combustible construction and demolition debris. The Facility produces steam from the hot combustion gases in its boilers, and uses the steam to generate electric energy. The electric energy is used to operate the Facility, with the excess sold to the local utility. Residue remaining after combustion is collected as ash. Ash residue is quenched by deposition in a water tank and then drained to remove excess moisture. Ferrous metals are extracted by a magnetic drum passing over the ash. The ash residue also contains fly ash removed from the combustion gases by the Emissions Control System (ECS), including lime used to control the emission.

The Facility currently produces about 56,000 tons of ash residue per year. It operates continuously on a 24 hour a day basis, but there are approximately 30 days of total planned outages per year when the output of ash residue is substantially reduced.

### **2.5 Facility Operator**

The Facility is operated by Wheelabrator Dutchess County LLC (“Wheelabrator”). The Agency’s service agreement with Wheelabrator contains certain guarantees as to the amount of ash residue produced, its moisture content, and the amount of organic matter contained in the residue. The current operator’s service agreement will expire on December 31, 2027 and the post December 31, 2027 Facility operator may assume responsibility for hauling and disposing of or beneficially reusing the Ash Residue.

### **2.6 Municipal Waste Combustor (MWC) Ash Residue**

MWC Ash Residue is the material that remains after MSW is combusted at the Facility. The ash consists of four components, siftings, boiler fly ash, bottom ash, and emission control system (ECS) fly ash. Siftings fall through holes in the rotating combustor into a water tank below the combustor. Boiler fly ash consists of particles that drop out of the hot combustion gases in the boiler. Bottom ash is the material that remains on the grate after combustion, and is dropped into the quench tank below. ECS fly ash consists of particles collected by the emissions control system and contains both particles contained in the flue

gases and chemicals, primarily lime, added in the ECS to reduce acid gas emissions. In addition, water and certain materials are added to the fly ash for dust control and in order to assure that the ash will not exhibit toxic characteristics. The ash is then conveyed up an inclined ramp with a vibratory conveyor for drainage. At the end of this conveyor oversize materials are removed. The undersize material passes under a magnetic drum which removes ferrous metals. After passing under the drum, the material is carried up an inclined conveyor for loading into trailers for Disposal. The ECS fly ash is combined with the siftings, bottom ash, and boiler fly ash on the inclined load out conveyor.

In May 1994, the United States Supreme Court found that MWC ash residue is not exempt from the testing requirements of the Resource Conservation and Recovery Act of 1976 (RCRA). Since that time, the Agency has conducted tests of the ash in accordance with guidelines promulgated by the United States Environmental Protection Agency (USEPA) and New York State Department of Environmental Conservation (NYSDEC). In each case, the ash was found to be non-hazardous and therefore suitable for Disposal under Subtitle D of RCRA. Results of these tests are available for review at the Agency offices.

The Facility's permit under 6NYCRR Part 360 requires testing of the ash in accordance with USEPA SW 824 semiannually. A summary of the results of the last two semi-annual tests is also available for review at the Agency offices.

## **2.7 Ash Removal**

The successful Proposer(s) must provide sufficient low body (10' max) trailers to allow the MWC ash residue to be loaded directly from the Facility load out conveyor into the Proposer's trailers. Those trailers will be loaded and then moved by the Operator to the trailer pick up area where the Proposer will retrieve them for haul out.

## **3.0 REQUIRED SERVICES**

### **3.1 Disposal and/or Beneficial Use of MWC Ash Residue**

The successful Proposer(s) shall be responsible for the Beneficial Use and/or Disposal of all or a portion of the MWC ash residue generated by the Agency Facility. Disposal or beneficial use shall be at a facility or facilities acceptable to the Agency and permitted to accept MWC ash residue under the laws of the state in which the Facility is located and under Subtitle D or RCRA.

### **3.2 Transportation of MWC Ash Residue**

When discharged from the Facility's load out conveyor, the ash residue will be loaded into Proposer owned trailers by the Operator of the Facility. It will then be moved in the Proposer's trailers to designated areas on the Facility site where it will be retrieved by the successful Proposer and hauled to the designated Beneficial Use or Disposal Site(s). The Proposer(s) shall be required to furnish the tractors and trailers to haul the MWC ash residue from the Resource Recovery Facility to the Disposal site(s) or to the Beneficial Use site(s). The Proposer(s) will also provide sufficient trailers to store their proportional share

of the Agency's ash over three day holiday weekends, normally from 12:00 noon Saturday to 6:00 a.m. Tuesday.

Proposers will also be required to have sufficient trailers available for preloading, and will be required to pick up and return trailers (“drop and hook”) during the operating hours of the weigh station at the Facility, and can dispose of MWC ash residue during the operating hours of the designated landfill or Beneficial Use site.

Vehicles will be required to be weighed upon entering and leaving the Facility. Two truck scales are operated at the Facility by the Agency. Operating hours of the Facility weigh station are Monday through Friday from 6:00 a.m. to 4:00 p.m. and on Saturday from 6:00 a.m. until 12:00 noon.

The Agency will maintain weight records of MWC ash residue hauled from the Facility. Drivers will be provided with weight receipts upon departure from the Facility. The Agency scale records shall be the basis of payment.

MWC Ash Residue vehicles shall comply with the following minimum requirements:

- Vehicles must be high quality tractors and open-top dump trailers of leak-proof design, equipped with waterproof tarps or other suitable seals and covers, in conformance with environmental and transportation regulations of all states in which the vehicles will be operated. Proof of proper vehicle maintenance will be required. All means of dewatering the ash allowed by NYSDEC shall be used, but there is water in the ash and trailers must be able to transport without leakage. Regular maintenance of seals, doors and latches must be performed by the Proposer to ensure proper sealing of the containers.
- Proposers shall provide trailers to receive MWC ash residue directly from the Facility's load out conveyor (see also, 2.7 above), which trailers shall be of a height and design compatible with the Agency Facility's ash load out area and loading equipment. The maximum allowable height of trailers under the Facility's load out conveyor is 10 feet 0 inches. Because the load out conveyor discharges at a steady but moderate speed, Proposers will need to supply extra trailer(s) to allow for preloading, and will also have to assure that sufficient trailers are returned empty before they are needed.
- Vehicles shall be permitted for over-the-road-travel and transport of the MWC ash residue. The Proposer shall be responsible for compliance with all laws governing the transportation of the MWC ash residue. All vehicles used shall be registered as solid waste hauling vehicles with NYSDEC, and as required by other states and federal agencies.
- Assuming appropriate trailer size and permits, the Agency will load approximately 30 tons on each trailer.



### **3.3 Safety Procedures**

The successful Proposer(s) will be required to comply with the equipment and site safety requirements of the Agency Facility and those for all Disposal and Beneficial Use sites, which requirement will be incorporated in the contract.

### **3.4 Intermunicipal Agreements**

The Agency encourages municipalities and other public corporations to respond to this RFP.

### **3.5 Term**

Contract(s) will be for eighteen (18) months, with service to begin on July 1, 2018 through December 31, 2019, and the Agency being able to exercise up to four (4) successive one year options to extend or cancel. The Agency will give the Contractor six (6) months notice before the end of any term regarding its intention to extend or cancel.

## **4. INSTRUCTIONS TO PROPOSERS**

### **4.1 Proposal Submission**

Proposals will be received no later than 3:00 p.m. EST on April 30, 2018, at the office of:  
Lindsay Carille, Executive Director  
Dutchess County Resource Recovery Agency  
96 Sand Dock Road  
Poughkeepsie, New York 12601

Each Proposer shall submit five (5) hard copies of the Proposals in a sealed envelope or box by US Postal Service First Class Mail or equivalent delivery system. The Proposals shall be enclosed in an outer envelope or wrapped with the notation "PROPOSALS FOR THE TRANSPORTATION, OR TRANSPORTATION AND BENEFICIAL USE AND/OR DISPOSAL OF MWC ASH RESIDUE" displayed prominently on the face of the outside envelope or wrapper. Any confidential financial data shall be enclosed in a separate sealed envelope marked "CONFIDENTIAL FINANCIAL DATA".

### **4.2 Questions from Proposers**

All questions from Proposers regarding the meaning or interpretation of any portion of this RFP shall be sent in writing and received at the Agency by mail, express delivery service, facsimile, email or hand delivery not later than April 9, 2018. All responses will be made in the form of an addendum to this RFP and the questions and responses will be furnished to all Proposers who have provided contact information by the time of the response. Receipt of all addenda shall be acknowledged on the Proposal Form. All questions should be directed to:

Ms. Denise Walsh  
Deputy Executive Director

96 Sand Dock Road  
Poughkeepsie, New York 12601  
[dwalsh@dcrra.org](mailto:dwalsh@dcrra.org)  
856-462-6090 facsimile

The Agency reserves the right to communicate with Proposers by e-mail or any other method of delivery or transmission.

**4.2 -a New York State's State Finance Law Sections 139-j and 139-k.**

All procurements by the Agency in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the Agency intended to influence a procurement) during a procurement must be made with the designated Point of Contact only (see, Definitions at 1.0 above). Exceptions to this rule include written questions during the bid process, communications with regard to protests, contract negotiations and RFP conference participants. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contact must be reported to the appropriate Agency officer and investigated accordingly. A first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The Agency will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the Agency Director and OGS.

Moreover, the statutes require the Agency to obtain certain affirmations and certificates from proposers. See Form E.

**4.2-b Disclosure of Prior Non-Responsibility Determinations.**

New York State Finance Law Section 139-k(2) obligates the Agency to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law Section 163(9). In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law,

no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record. See Form F.

#### **4.3 Preparation of Proposals**

Each Proposal shall be submitted on copies of the forms provided herewith (Forms A through G), supplemented with additional sheets if necessary, signed by a person authorized to commit the Proposer to enter into a contractual arrangement with the Agency.

**Proposals submitted are offers to contract, valid through May 30, 2018, by which date the Agency anticipates it will execute a contract(s) for the Transportation, or Transportation and Beneficial Use and/or Disposal of its MWC ash residue.**

**Proposers shall include as a minimum the following information:**

- Name, address, telephone number, fax number and e-mail of the Proposer.
- If the Proposal is a joint Proposal, the name of all principals involved in the Proposal shall be identified. Written confirmation of the proposal shall be provided by all joint venturers.
- Complete equipment descriptions.
- Name and location of the Disposal/Beneficial Use site.
- Current use and history of site.
- Copies of Regulatory permits presently held.
- If the Beneficial Use or Disposal site is not owned by Proposer, documentary evidence must be furnished to show that Proposer has the right to use the site for the purposes contemplated in this RFP.
- Restrictions or limitations on use of site.
- Specific operating permits.
- Applicable regulatory agencies, federal, state and local.

The forms to be submitted are as follows:

Form A - Letter of Transmittal  
Form B - Cost Proposal  
Form C - Proposer Information  
Form D - Non-Collusion Affidavit  
Form E - Proposer's Affirmation and Certification  
Form F - Disclosure of Prior Non-Responsibility Determinations  
Form G – Conflict of Interest Affidavit

#### **4.4 Proposer Qualifications**

Each Proposer shall demonstrate the capability, experience, qualifications and financial resources to provide the services described in this RFP. The required qualification submittal shall include general company information, pertinent experience, financial reports, and references. All of the information submitted will be considered in evaluating

the Proposer's ability to perform the services described in this RFP. (See Form C - Proposer Information).

General company information shall include a narrative indicating the company's origin, ownership, background and history, and its present organization and activities, both general and specific to the transportation and Disposal of MWC ash residue and unprocessed MSW.

The organizational, ownership, and financial relationships between the Proposer and any parent corporations or companies shall be clearly indicated. If the Proposal is being submitted on behalf of a joint venture, the relationship between the joint venture parties must be clearly defined, and one of the parties must be designated as the lead entity for negotiation purposes. Names, addresses and telephone numbers of principal contact person(s) shall be indicated. Resumes of these persons and other key administrative and management personnel shall be included and the degree of their involvement in the project indicated.

Financial information shall include full disclosure of the Proposer's financial condition for at least the last two (2) years. Any material changes during the past three years in the mode of conducting business, bankruptcy proceedings, mergers and acquisitions, or pending mergers or acquisitions must be disclosed. Any financial information considered to be confidential may be included in the separately sealed envelope marked "Confidential".

The Agency may request such additional information from the Proposers as it deems necessary.

#### **4.5 Non-Collusion**

Each Proposer shall execute and submit the Non-Collusion Affidavit in the form provided herein to the effect that it has not colluded with any other person, firm, or corporation with regard to the preparation of this Proposal, as provided for in Section 103-d of the General Municipal Law of the State of New York.

#### **4.6 Rights and Options of the Agency**

The Agency reserves the following rights and options with respect to any and all Proposals submitted in response to this RFP:

- a) To select and enter into negotiations and enter into a contract with one or more Proposers, or others either concurrently or consecutively, whose Proposals, in the sole judgment of the Agency, are most responsive to this RFP;
- b) To supplement, amend, or otherwise modify this RFP, or to withdraw this RFP entirely;
- c) To change or alter the schedule for any event called for in this RFP;

- d) To require additional information from any Proposer as a condition for continuing negotiations, and to visit proposed Disposal or Beneficial Use sites and transportation facilities;
- e) To require Proposers to submit references with respect to performance of services, including those similar to those required under this RFP, or to the financial condition of the Proposer; and
- f) To conduct background checks of all Proposers and their principals and employees.
- g) To reject any or all Proposals.

#### **4.7 Expenses of Proposal Preparation**

All costs and expenses incurred by the Proposers in connection with the preparation of their Proposals shall be the sole responsibility of the Proposer. The Agency will not be responsible for any costs incurred by the Proposer in preparing a response to this RFP.

#### **4.8 Confidential Information**

If a Proposer believes that materials submitted in response to this RFP may contain technical, financial, or other data the public disclosure of which could cause substantial injury to the Proposer's competitive position, could constitute public release of a trade secret, or is otherwise exempt from disclosure under the New York State Freedom of Information Law, the Proposer must separately submit and clearly identify each page of the Proposal that contains such information as CONFIDENTIAL.

The Agency assumes no responsibility for the disclosure or the use of any information submitted by Proposers.

In the event data marked CONFIDENTIAL is requested by a third party pursuant to the State Freedom of Information Act, the Proposer will be advised of the request and may submit to the Agency a detailed statement indicting its reasons for believing that the information is exempt from disclosure under the Act. This statement will be considered by the Agency in making its determination of whether or not disclosure is required under the Act. If the Agency thereafter determines that the information should be disclosed it will attempt to give the Proposer seven (7) days notice of its intention to do so.

This procedure does not apply to administrative or other subpoenas or governmental requests for information, as to which the Agency reserves its right to comply without notifying the Proposer.

#### **4.9 Pre-Proposal Conference & Facility Tour**

An optional pre-proposal conference will be held on April 6, 2018, at the Agency's office at 96 Sand Dock Road, Poughkeepsie, New York 12601 at 10:00 a.m. EST to brief

interested parties on the RFP and to view the Facility. The conference is optional. Any oral answers to questions will not be binding unless confirmed by an addendum to this RFP, and mailed or otherwise transmitted to Proposers as provided in Section 4.2.

## **5.0 PROPOSAL EVALUATION**

Proposals will be evaluated to determine the Proposal(s) that best serves the interests of the Agency. Overall cost to the Agency will be the basic criteria for evaluation, determined by applying the bid price to the estimated unit quantities of each of the cost items shown in Form B, but the Agency may award contracts to responsible Proposers whose proposals are most responsive to this RFP and are in the best interest of the Agency.

Proposers must demonstrate that they have the qualifications, experience, and the financial strength to provide the proposed services. Qualifications include personnel, equipment, and access to approved disposal sites.

## **6.0 NEGOTIATIONS**

The Agency expects to expeditiously enter into negotiations for a contract(s) with one or more Proposers whose Proposals appear to serve the interests of the Agency. The Agency may negotiate simultaneously with one or more Proposers, or it may conduct sequential negotiations. If agreement cannot be reached promptly, the Agency may suspend negotiations or terminate the negotiations entirely and negotiate with another Proposer.

All costs incurred by the Proposers in contract negotiations shall be the responsibility of the Proposer. The Agency will not assume or be liable for any costs of negotiations other than those it incurred, nor shall the selected Proposers make any claim whatever for reimbursement for any costs or expenses associated with the negotiation process.

Proposals and any additional information submitted by the Proposer during the negotiations will not be returned and may be retained by the Agency for record purposes.

## **7.0 CONTRACT REQUIREMENTS**

The following provisions will be included in any Agreement resulting from this RFP:

(A) Insurance: The Contractor shall, as determined by the Agency, carry throughout the life of the Agreement, the following coverage issued by an insurance carrier licensed to conduct business in the State of New York. The Contractor shall also carry such other or different coverage as the Agency may require or authorize depending on the nature of its Proposal and the relationships among the contracting parties:

(i) Workers' Compensation and Employers Liability: All statutory limits as required by New York State shall be met including Employers Liability with a minimum of bodily injury by accident of \$100,000 each accident; bodily injury by disease, \$500,000 policy limit and \$100,000 each employee.

(ii) Disability Benefits: All statutory limits as required by New York State law shall be met and the location of operation shall include but not be limited to all locations in Dutchess County, New York. Where an applicant claims an exemption from either a Workers' Compensation Policy and/or Disability Benefits Policy, the applicant must complete NYS Workers Compensation Board form CE-200 and provide the County with a Certificate of Attestation of Exemption.

(iii) Comprehensive General Liability Insurance on an occurrence form with a minimum limit of liability of \$1,000,000 per occurrence and \$3,000,000 General Aggregate; Products/Completed Operations aggregate of \$3,000,000; Personal injury aggregate of \$1,000,000 all naming the Dutchess County Resource Recovery Agency, Wheelabrator and the County of Dutchess as additional insured. The additional insured endorsement page(s) must be provided along with the certificate of insurance.

(iv) Automobile Liability Insurance with a minimum combined single limit of liability of \$750,000 per occurrence for bodily injury and property damage and including the MCS-90 endorsement and naming the Dutchess County Resource Recovery Agency, Wheelabrator and the County of Dutchess as additional insured. The additional insured endorsement page(s) must be provided along with the certificate of insurance. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles
- (ii) Hired automobiles
- (iii) Non-owned automobiles

(B) All policies and certificates of insurance of the Contractor shall contain the following clauses:

(i) Insurers shall have no right to recovery of subrogation against the Dutchess County Resource Recovery Agency, Wheelabrator or the County of Dutchess including their employees and other agents and agencies, it being the intention of the parties that the insurance policies required hereunder shall protect both parties and be primary and non contributory coverage for any and all losses covered by the above-described insurance.

(ii) The insurance companies issuing the policy or policies shall have no recourse against the Dutchess County Resource Recovery Agency, Wheelabrator or the County of Dutchess including their employees, agents and agencies as aforesaid, for payment of any premiums or for assessments under any form of policy.

(iii) All deductibles in the above described insurance policies shall be approved by the Dutchess County Resource Recovery Agency and shall be assumed by and be for the account of, and at the sole risk of the Contractor.

(C) Contractor shall obtain all required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Agency. The policies or certifications thereof shall be approved by the Agency prior to the execution of a contract and they shall provide that 30 days prior to cancellation, non-

renewal or material change in the policy, notice of same shall be given to the Agency by registered mail, return receipt requested, for all of the required insurance policies. Renewal certificates shall be provided to the Agency not less than 30 days prior to the policy renewal date. All notices shall name the Contractor.

If at any time any of the policies herein shall be or become unsatisfactory as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor must promptly obtain a new policy, submit the same for approval and submit a certificate thereof. Failure of the Contractor to take out or maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

(D) Indemnification: The Contractor shall indemnify the Agency, Wheelabrator and Dutchess County for all losses, costs, and liability including costs of defense, settlement, and reasonable attorney's fees, arising out of Contractor's performance, or non-performance, of the services covered by this RFP.

(E) Payments: Contractor shall invoice the Agency. Invoices and payments shall be based on the weight tickets issued by the Agency.

(F) Title to MWC Ash Residue: Title to MWC Ash Residue shall pass to the Transportation Contractor at the time the loaded ash trailer passes over the Agency's truck scales.

(G) Permits and Approvals: Contractor shall at all times retain valid permits, licenses, and approvals for all vehicles and equipment, and for all disposal, storage, processing and beneficial use sites.

(H) Right of Access: The Agency shall have rights of access to the Disposal sites, Beneficial Use sites, and to all relevant records during normal business hours.

(I) Term: See 3.5 above.



**FORM A**

**LETTER OF TRANSMITTAL**

Date: \_\_\_\_\_, 2018

Proposal of \_\_\_\_\_  
(hereinafter called "Proposer") a corporation/partnership/LLC/joint  
venture/individual/other (circle one) doing business as \_\_\_\_\_  
\_\_\_\_\_

Type of Services (circle all that apply): Transportation, OR Transportation and  
Beneficial Use and/or Disposal of MWC Ash Residue

To: Lindsay Carille, Executive Director  
Dutchess County Resource Recovery Agency  
96 Sand Dock Road  
Poughkeepsie, New York 12601

**Subject: Transportation, OR Transportation and Beneficial Use and/or  
Disposal of MWC Ash Residue from the Dutchess County Resource  
Recovery Facility.**

The Proposer, in response to your Request for Proposals, having carefully read the Proposal Documents for the above subject project, and having received all RFP addenda, hereby proposes to furnish all necessary labor, materials, equipment, services, and supplies to perform the services described in the Proposal Documents in accordance with all laws and regulations in effect on the date of this Proposal, and within the time period, in the quantities, and at the prices set forth in this Proposal.

Proposer agrees that this Proposal shall be a good and valid offer to contract through May 30, 2018, and that this period may be extended by mutual agreement. Proposer understands that the Agency retains the right to reject any or all Proposals, to waive any informality in any Proposal, to accept one or more Proposals which, in its sole judgment, best serve its interests, and to negotiate terms of an agreement with the selected Proposer(s).

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2018  
\_\_\_\_\_  
Proposer  
by \_\_\_\_\_ (Title) \_\_\_\_\_

**FORM B - COST PROPOSAL**

Date: \_\_\_\_\_, 2018

Cost Proposal of \_\_\_\_\_

(hereinafter called "Proposer") a corporation/partnership/LLC/joint

venture/individual/other (circle one) doing business as \_\_\_\_\_

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TO:           Lindsay Carille, Executive Director  
              Dutchess County Resource Recovery Agency  
              96 Sand Dock Road  
              Poughkeepsie, New York 12601

**Subject: Transportation, OR Transportation and Beneficial Use and/or Disposal of MWC Ash Residue from the Dutchess County Resource Recovery Facility.**

The Proposer, in response to your Request for Proposals, having carefully read the Proposal Documents for the above subject project, hereby proposes to furnish all necessary labor, materials, equipment, services, and supplies to perform the services described in the Proposal Documents, including any and all addenda issued thereto, receipt of which are hereby acknowledged, in accordance with all laws and regulations in effect on the date of this Proposal, and within the time period, in the quantities, and at the prices set forth.

Receive up to approximately 56,000 tons, or a portion thereof, per year of MWC ash residue from the Dutchess County Resource Recovery Facility (the "Facility") and beneficially use or dispose of it at a disposal facility permitted to accept waste under Subtitle D of RCRA (see Note A). Truck loads will be approximately 30 tons.

***Complete one Cost Proposal sheet for each proposed site. Then proceed to Form C.***

**Cost Proposal - Site 1**

**Facility Name:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_

**Hours of Operation:** \_\_\_\_\_

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

**Contact Phone No.:** \_\_\_\_\_

**Email:** \_\_\_\_\_

18 months, through 12/31/19 Beneficial Use /Disposal (circle one)	\$ _____ per ton	_____ tons per year site will accept
1/01/20 through 12/31/20 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/21 through 12/31/21 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/22 through 12/31/22 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/23 through 12/31/23 Agency Extension	\$ _____ per ton	_____ tons per year site will accept

Specify any proposed annual or other price adjustments to the above\*

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

\*Any adjustments must be specific and formula based.

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

**Cost Proposal - Site 2**

**Facility Name:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_

**Hours of Operation:** \_\_\_\_\_

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

**Contact Phone No.:** \_\_\_\_\_

**Email:** \_\_\_\_\_

18 months, through 12/31/19 Beneficial Use /Disposal (circle one)	\$ _____ per ton	_____ tons per year site will accept
1/01/20 through 12/31/20 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/21 through 12/31/21 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/22 through 12/31/22 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/23 through 12/31/23 Agency Extension	\$ _____ per ton	_____ tons per year site will accept

Specify any proposed annual or other price adjustments to the above\*

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

\*Any adjustments must be specific and formula based.

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

**Cost Proposal - Site 3**

**Facility Name:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_

**Hours of Operation:** \_\_\_\_\_

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

**Contact Phone No.:** \_\_\_\_\_

**Email:** \_\_\_\_\_

18 months, through 12/31/19 Beneficial Use /Disposal (circle one)	\$ _____ per ton	_____ tons per year site will accept
1/01/20 through 12/31/20 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/21 through 12/31/21 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/22 through 12/31/22 Agency Extension	\$ _____ per ton	_____ tons per year site will accept
1/01/23 through 12/31/23 Agency Extension	\$ _____ per ton	_____ tons per year site will accept

Specify any proposed annual or other price adjustments to the above\*

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

\*Any adjustments must be specific and formula based.

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

Respondents proposing a Beneficial use option should fully and clearly describe, on a separate document if necessary, with appropriate supporting detail, which should include at a minimum project timeline/schedule, permitting/regulatory approval process, land use requirements, utility needs, a narrative description of the technical process utilized to beneficially use the MWC ash residue, a description of the end use market, a description of the allocation of the marketing risk, and any and all assumptions underlying the cost.

**NOTE A:**

Proposer must submit documentation that the Disposal site is permitted by the host state to accept MWC ash residue. For disposal sites outside New York State, Proposer must submit documentation that the site is allowed to accept out-of-state municipal waste ash combustor residue.

**FORM C - PROPOSER INFORMATION**

Date: \_\_\_\_\_, 2018

*(May attach commercial literature with this form)*

To: Lindsay Carille, Executive Director  
Dutchess County Resource Recovery Agency  
96 Sand Dock Road  
Poughkeepsie, New York 12601

Proposal of a corporation/partnership/LLC/joint venture/individual/other (circle one)  
doing business as \_\_\_\_\_  
and organized under the laws of the State of \_\_\_\_\_.

**I. GENERAL INFORMATION**

1. Principal Office \_\_\_\_\_

2. Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_ E-mail \_\_\_\_\_

3. Names and addresses of all principals (partners, limited partners, members,  
shareholders, joint venture participants, and managers).

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

4. List all affiliates:

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

## II. GENERAL EXPERIENCE

1. How many years has your organization been in business under your present name? \_\_\_\_\_

If less than five years, give previous name.

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2. How many years experience does your organization have in solid waste?

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3. Have you or any principal of your organization ever failed to complete a hauling or Disposal contract or any municipal contract awarded to you? If so, where and why?

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4. For what municipal, commercial and industrial organizations have you performed work? Give names of contacts.

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5. Have you ever performed work for any agency of the U.S. government? If yes, give names of contacts.

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6. List all civil, criminal and administrative proceedings in which the Proposer, any principals or any affiliates have been a party or witness during the last three (3) years. (If additional space is needed, please use a separate sheet of paper).

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7. Provide any other information that may be relevant to an evaluation of your experience to perform the requested services.

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8. Provide financial information as specified in paragraph 4.4 of the RFP.

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9. Provide Proposer's Hourly Accident Rate (H.A.R.) and your OSHA Recordable incidence rate<sup>1</sup> for the past 3 years.

Current year: H.A.R. = \_\_\_\_\_ OSHA Recordable incidence rate \_\_\_\_\_

Past year: H.A.R. = \_\_\_\_\_ OSHA Recordable incidence rate \_\_\_\_\_

2 years ago: H.A.R. = \_\_\_\_\_ OSHA Recordable incidence rate \_\_\_\_\_

10. Provide Proposer's standard industrial classification (SIC): \_\_\_\_\_

11. Has Proposer experienced a fatality in the past three years?  Yes  No

If yes, please explain:

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12. Provide Proposer's current and last year's Worker's Compensation Insurance loss-ratio data (also known as an insurance modifier or EMR). \_\_\_\_\_

13. Has Proposer received an OSHA citation within the last three years?

Yes  No

If yes, please answer the following questions:

a. Number of citations: \_\_\_\_\_

b. List the number of each:

(i) Willful citation(s): \_\_\_\_\_

(ii) Serious citations(s): \_\_\_\_\_

(iii) Other than serious citations: \_\_\_\_\_

(iv) Pending citations(s): \_\_\_\_\_

14. Has the entity or any of its Principals, Owners, Officers, Partners, Directors or Stockholders of the entity been the subject of a criminal investigation?

Yes  No

15. If the answer to the above is "Yes", state: the court in which the investigation is taking/took place; the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation and the identity of the person or entity(ies) involved: \_\_\_\_\_

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<sup>1</sup> The OSHA Incidence rate is determined by dividing the number of OSHA Recordable Injuries and Illnesses by the total annual work hours. That number is then multiplied by 200,000 to yield an OSHA Recordable Incidence Rate. The Hourly Accident Rate is calculated by dividing total number of hours driven by the total number of accidents in the year.

16. Has any indictment arisen out of such investigation?

Yes  No

17. If the answer to the above is "Yes", state: the person or entity indicated and the status of any such indictment:

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18. Has an entity, (i.e.) corporation, partnership, etc., in which a Principal, Owner, Officer, Partner, Director, or Stockholder has an ownership interest ever been the subject of a criminal investigation?  Yes  No

19. If the answer to the above is "Yes", state: the court in which the investigation is taking place; the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation and the identity of the person or entity involved: \_\_\_\_\_

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20. Has any indictment arisen out of such investigation?  Yes  No

21. If the answer to the above is "Yes", state: the person or entity indicted and the status of any such indictment: \_\_\_\_\_

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### III. TRANSPORTATION EQUIPMENT QUALIFICATIONS

1. Provide data on your current over the road tractor trailer operations

Number of tractors owned \_\_\_\_\_ leased \_\_\_\_\_

Number semi trailers owned \_\_\_\_\_ leased \_\_\_\_\_

Average capacity of trailers \_\_\_\_\_ cu yards \_\_\_\_\_

Total annual fleet miles \_\_\_\_\_ miles \_\_\_\_\_

2. Give location where your truck fleet can be inspected:

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3. Give location where your vehicle maintenance facility can be seen:

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4. Equipment description

4.1 Tractors

Cab and chassis manufacturer \_\_\_\_\_

Model \_\_\_\_\_

Capacity \_\_\_\_\_

Gross vehicle weight rating (GVWR) \_\_\_\_\_

Gross combination weight rating (GCWR) \_\_\_\_\_

4.2 Trailers

Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

Gross vehicle weight rating (GVWR) \_\_\_\_\_

Trailer dimensions: length \_\_\_\_\_ width \_\_\_\_\_ height \_\_\_\_\_

Type of cover \_\_\_\_\_

Type of leakage seal \_\_\_\_\_

Overall length, tractor-semi trailer \_\_\_\_\_ feet

*(CONTINUE ON ADDITIONAL PAGES AS NECESSARY)*

**IV. DISPOSAL/BENEFICIAL USE FACILITY INFORMATION**

**Complete this section for each site proposed**

1. General

- 1.1 Name of facility \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Location (if different from mailing address)  
County \_\_\_\_\_ State \_\_\_\_\_
- 1.2 Facility owner \_\_\_\_\_  
Mailing address (if different from above) \_\_\_\_\_  
\_\_\_\_\_
- 1.3 Facility Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_
- 1.4 Permit No. \_\_\_\_\_ State \_\_\_\_\_  
*(Attach copy of permit)*  
Expiration date \_\_\_\_\_

Is site permitted to accept non-hazardous MWC ash residue? \_\_\_\_\_

Does state require any special permit to accept MWC ash residue? \_\_\_\_\_

- 1.5 Method of Disposal: Monofill, combined with MSW, combined with C&D (circle applicable items)
- 1.6 Cell construction  
Describe liner system \_\_\_\_\_  
Describe leachate collection system \_\_\_\_\_  
Describe leachate treatment system \_\_\_\_\_  
Leachate receiving water \_\_\_\_\_  
NPDES/SPDES Permit Number \_\_\_\_\_
- 1.7 Monitoring system \_\_\_\_\_
- 1.8 Describe: \_\_\_\_\_  
\_\_\_\_\_  
Closure plan: \_\_\_\_\_  
\_\_\_\_\_

Prepared \_\_\_\_\_ State approved \_\_\_\_\_

**IV. DISPOSAL/BENEFICIAL USE FACILITY INFORMATION**

**Complete this section for each site proposed**

1. General

- 1.1 Name of facility \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Location (if different from mailing address)  
County \_\_\_\_\_ State \_\_\_\_\_
- 1.2 Facility owner \_\_\_\_\_  
Mailing address (if different from above) \_\_\_\_\_  
\_\_\_\_\_
- 1.3 Facility Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_
- 1.4 Permit No. \_\_\_\_\_ State \_\_\_\_\_  
(Attach copy of permit)  
Expiration date \_\_\_\_\_

Is site permitted to accept non-hazardous MWC ash residue? \_\_\_\_\_

Does state require any special permit to accept MWC ash residue? \_\_\_\_\_

- 1.5 Method of Disposal: Monofill, combined with MSW, combined with C&D (circle applicable items)
- 1.6 Cell construction  
Describe liner system \_\_\_\_\_  
Describe leachate collection system \_\_\_\_\_  
Describe leachate treatment system \_\_\_\_\_  
Leachate receiving water \_\_\_\_\_  
NPDES/SPDES Permit Number \_\_\_\_\_
- 1.7 Monitoring system \_\_\_\_\_
- 1.8 Describe: \_\_\_\_\_  
\_\_\_\_\_  
Closure plan: \_\_\_\_\_  
\_\_\_\_\_

Prepared \_\_\_\_\_ State approved \_\_\_\_\_

**IV. DISPOSAL/BENEFICIAL USE FACILITY INFORMATION**

**Complete this section for each site proposed**

1. General

- 1.1 Name of facility \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Location (if different from mailing address)  
County \_\_\_\_\_ State \_\_\_\_\_
- 1.2 Facility owner \_\_\_\_\_  
Mailing address (if different from above) \_\_\_\_\_  
\_\_\_\_\_
- 1.3 Facility Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_
- 1.4 Permit No. \_\_\_\_\_ State \_\_\_\_\_  
*(Attach copy of permit)*  
Expiration date \_\_\_\_\_

Is site permitted to accept non-hazardous MWC ash residue? \_\_\_\_\_

Does state require any special permit to accept MWC ash residue? \_\_\_\_\_

- 1.5 Method of Disposal: Monofill, combined with MSW, combined with C&D (circle applicable items)
- 1.6 Cell construction  
Describe liner system \_\_\_\_\_  
Describe leachate collection system \_\_\_\_\_  
Describe leachate treatment system \_\_\_\_\_  
Leachate receiving water \_\_\_\_\_  
NPDES/SPDES Permit Number \_\_\_\_\_
- 1.7 Monitoring system \_\_\_\_\_
- 1.8 Describe: \_\_\_\_\_  
\_\_\_\_\_  
Closure plan: \_\_\_\_\_  
\_\_\_\_\_

Prepared \_\_\_\_\_ State approved \_\_\_\_\_

**FORM D - NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

I, the undersigned, \_\_\_\_\_  
being the \_\_\_\_\_ of the firm \_\_\_\_\_  
making this Proposal to the Dutchess County Resource Recovery Agency for the  
TRANSPORTATION OR TRANSPORTATION AND BENEFICIAL USE AND/OR  
DISPOSAL OF MWC ASH RESIDUE, certify that:

1. I have executed said Proposal with full authority to do so.
2. The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the preparation of this Proposal.
3. All of the statements made in this Proposal and this Certificate are true and correct, and made in the full knowledge that the Dutchess County Resource Recovery Agency will rely on the truth of the statements contained in said Proposal and this Certificate in awarding a contract for the services described in said Proposal.
4. No person or selling agency has been employed or retained by the Proposer to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
5. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, with any other Proposer.
6. Unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Proposer, and will not knowingly be disclosed by the Proposer prior to the submission of Proposals, to any other Proposer or competitor.
7. No attempt has been made by the Proposer to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.
8. The undersigned agrees to comply with all requirements as to conditions of employment, wage rates, and hours as set forth by statute.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_, Proposer

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

**FORM E - PROPOSER'S AFFIRMATION AND CERTIFICATION**

**By signing below, the Proposer:**

- a) Affirms that the Proposer understands and agrees to comply with the policy regarding permissible contact in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- b) Certifies that all information provided to the Agency with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

By: \_\_\_\_\_  
*(Signature of Person Certifying)*

Date: \_\_\_\_\_, 2018

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

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

Proposer  
Contractor/Consultant: \_\_\_\_\_  
*(Full Legal Name)*

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

Business Telephone  
Number: \_\_\_\_\_

**THE AGENCY'S RIGHT TO TERMINATE**

The Agency reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor, as Proposer, in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.



**FORM F – DISCLOSURE OF PRIOR NON-RESPONSIBILITY  
DETERMINATIONS**

Name of Proposer: \_\_\_\_\_

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

Has any governmental entity\* made a finding of non-responsibility regarding the Proposer in the previous four years?  Yes  No

If yes: Was the basis for the finding of the Proposer's non-responsibility due to a violation of State Finance Law §129-j?  Yes  No

Was the basis for the finding of Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?  Yes  No

*If yes, please provide details regarding the finding of non-responsibility below.*

Governmental Entity: \_\_\_\_\_

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

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

*(Additional pages as necessary)*

Has any governmental entity terminated a procurement contract with the Proposer due to the intentional provision of false or incomplete information?  Yes  No

\_\_\_\_\_  
\* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officers of New York State, whether permanent or temporary; (2) each house of the New York State legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose member is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

**Form G**  
**CONFLICT OF INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS.:

\_\_\_\_\_, being duly sworn, deposes and says: He is an officer of \_\_\_\_\_, which is about to render services to the Dutchess County Resource Recovery Agency (the "Authority") as a contractor/consultant or in any other professional capacity (the "Firm") and agrees that the Firm has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services to be rendered to the Authority.

That it is further agreed in the rendering of services to the Authority, no person having any such interest shall knowingly be employed by the undersigned or the Firm.

Respondent's Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Authorized Official

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

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

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

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2018

\_\_\_\_\_  
NOTARY PUBLIC