

**REQUEST FOR QUALIFICATIONS**  
**RFQ# WCBC North, LLC 2023-01**  
**EPA Brownfield Cleanup Grant Administration & Technical Support Services**  
**for**  
**58 Church Street, Arcade, NY 14009**

WCBC North, LLC (WCBC North) will receive statements of qualifications in the 2<sup>nd</sup> Floor Conference Main Conference Room of the Wyoming County Agriculture and Business Center at 36 Center Street, Warsaw, NY 14569 on:

**Friday, April 28, 2023 at 3:00 PM**

The WCBC North reserves the right to reject in whole or in part any and all qualifications statements. One (1) original, and one (1) electronic copy via email shall be submitted to:

James Pierce  
WCBC North, LLC  
36 Center Street, Suite D  
Warsaw, NY 14569  
Phone (585) 786-3764  
[jpierce@wycoida.org](mailto:jpierce@wycoida.org) ; cc: [rmarschilok@wycoida.org](mailto:rmarschilok@wycoida.org)

Qualifications received at WCBC North after the submission deadline shall be returned unopened and will not be considered. WCBC North is not responsible for delivery delays and the clock at WCBC North, LLC shall indicate the official time of receipt. Facsimiles are not acceptable and will be rejected.

**ATTENTION!!!**

**Clearly mark envelope "Request for Qualifications WCBC North 2023-01 – Grant Administration Services EPA Brownfield Cleanup Grant" on the outside of the proposal envelope.**

## **LEGAL ADVERTISEMENT**

### **REQUEST FOR QUALIFICATIONS**

Statements of qualifications will be received at WCBC North, LLC, 36 Center Street, Warsaw, NY 14569 in the 2<sup>nd</sup> Floor Conference Room WCBC North Offices, 36 Center Street, Warsaw, NY 14569 for:

**RFQ # WCBC North, LLC-2023-01:**

**EPA BROWNFIELD CLEANUP GRANT ADMINISTRATION & TECHNICAL SUPPORT SERVICES**

**At 3:00 PM ON THURSDAY, APRIL 27, 2023**

The Project includes grant administration and reporting services, community engagement assistance and technical support for the planning, design, bidding, oversight and monitoring of EPA-funded cleanup work at the site at 58 Church Street, Arcade, NY; described further in the Scope of Work.

The RFQ may be downloaded at the website at <https://www.wycoida.org>

### **NYS CONTRACT REPORTER**

<https://www.nyscr.ny.gov/index.cfm>

#### **Via hard copy:**

WCBC North, LLC

36 Center Street, Suite D

Warsaw, NY 14569

\*Mondays through Fridays between the hours of 9:00 a.m. and 4:00 p.m.

#### **Via email request:**

Please send an email specially requesting the above-referenced **RFQ # WCBC North, LLC-2023-01** with contact information to: James Pierce, Project Manager [jpierce@wycodia.org](mailto:jpierce@wycodia.org) or Robin Marschilok, Director of Operations [rmarschilok@wycoida.org](mailto:rmarschilok@wycoida.org)

The Owner reserves the right to waive any informalities and to reject any and all submittals.

This project is made possible through a \$500,000 USEPA Brownfield Cleanup Grant.

### **CONTACT AND INQUIRIES**

Questions regarding this RFQ may be directed to James Pierce (585) 786-3764 email [jpierce@wycoida.org](mailto:jpierce@wycoida.org) or speak to Robin Marschilok (585) 786-3764 email [rmarschilok@wycoida.org](mailto:rmarschilok@wycoida.org) Monday-Friday 9:00 a.m.-4:00 p.m.

**RESPONSE CHECKLIST (this page must be completed and signed; see Appendix B)**

In order for WCBC North to conduct a uniform review process of all Qualifications Statements, submittals must be provided in the format set forth below. Failure to follow this format may be cause for rejection of a submittal because adherence to this format is critical for WCBC North’s evaluation process. **All Attachments are itemized and provided in Appendix B.**

**Please check each item indicating your compliance:**

- \_\_\_\_\_ RESPONSE CHECKLIST (this page must be completed)
- \_\_\_\_\_ STATEMENT OF QUALIFICATIONS AS OUTLINED IN SECTION III
  - \_\_\_\_\_ Experience
  - \_\_\_\_\_ Organization and Management
  - \_\_\_\_\_ Cost Schedule
  - \_\_\_\_\_ References
  - \_\_\_\_\_ Insurance
- \_\_\_\_\_ BIDDER CERTIFICATION AND ASSIGNMENT OF CLAIM (signed)
- \_\_\_\_\_ NON-COLLUSION CERTIFICATE (signed & notarized)
- \_\_\_\_\_ IRANIAN DIVESTMENT CERTIFICATE (signed & notarized)
- \_\_\_\_\_ VENDOR RESPONSIBILITY FORMS (signed)

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE
FEDERAL ID NO.	

## **PURPOSE & INTENT**

WCBC North, LLC invites interested parties to submit a Statement of Qualifications (SOQ) to provide grant administration and technical consulting services as part of a Brownfield Cleanup Grant awarded by the United States Environmental Protection Agency (“EPA”).

## **RPF TIMELINE**

The following timeline has been established for this RFQ process:

<b>RFQ Schedule and Timeline</b>	<b>Date</b>
RFQ Submitted/Available	Friday, April 7, 2023
Deadline for Questions	Friday April 14, 2023
Final Responses to Questions Issued	Tuesday April 18, 2023
<b>Proposal Submission Deadline</b>	<b>Friday April 28, 2023</b>
Selection of Contractors	Monday May 1, 2023

## **I. INTRODUCTION**

WCBC North invites interested parties to submit a Statement of Qualifications (SOQ) to provide grant administration and technical consulting services in connection with a Brownfield Cleanup Grant awarded by the EPA. Grant funding will be used for asbestos removal and building demolitions at the 15.6 acre site owned by WCBC North and located at 58 Church Street, Arcade, NY. This work is intended to prepare the site for further remediation and redevelopment by a private developer under the NYS Brownfield Cleanup Program. Work will take place over an approximately three (3) year period ending on September 30, 2025, unless there is a need to have the Cooperative Agreement extended by the EPA.

The site is located in the heart of the Village of Arcade and it adjoins single family dwellings and an affordable housing complex to the north. To the south, Cattaraugus Creek separates the site from Main Street business district and the Pioneer Arcade Elementary School. The site was used for dairy processing and manufacturing since at least 1912. A former wastewater treatment facility constructed circa 1963 occupies the western portion of the site. A filling station in the northwestern portion of the site included a dispensing island and four underground storage tanks. Other previous uses include machine shops, blacksmith, paint shop, tin shop, cooper shop and oil house.

The site is currently vacant and abandoned. Selective and unpermitted demolition and salvage operations over the last decade left the remnants of the building complex on the site in a substantially deteriorated state. Piles of demolition debris are located throughout the site.

The Phase II investigation documented hazardous materials in the site’s buildings, debris piles, surface and subsurface soils and fill, and groundwater. Friable asbestos-containing material (ACM) was confirmed in demolition debris and in the remaining structures.

WCBC North is seeking to engage an environmental/engineering firm with documented experience administering and implementing EPA Brownfield Cleanup Grants including compliance and reporting requirements.

## **II. SCOPE OF WORK**

**Grant Administration and Reporting** - Provide assistance to WCBC North with administration activities integral to achieving the purpose of the grant, including but not limited to performance monitoring, preparing quarterly and annual reports, reporting through EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES), preparing financial and administrative reports, and administering project closeout.

**Community Engagement** – Work with WCBC North, Village, Town and County, as needed, to (1) identify community outreach opportunities and assist with implementation; and (2) facilitate advertised public information meetings for affected residents and businesses.

**Technical Support** – Provide professional environmental and engineering support services to WCBC North to (1) plan and oversee implementation of the cleanup project; (2) ensure compliance with the Cooperative Agreement and applicable regulatory requirements; (3) conduct project and community air monitoring; (4) observe and document grant-funded activities at the site; and (5) optimize the degree to which grant-funded activities will facilitate the planned redevelopment of the site. Technical support services may include, but are not necessarily limited to the following:

- **Hazardous Building Material Abatement Design** – Consultant shall review and supplement previous Hazardous Building Material surveys and reports, as necessary. The Consultant will also be responsible to prepare drawings and specifications for any hazardous or contaminated materials abatement/remediation/disposal including coordination with any applicable regulatory agencies governing the handling/disposal of such materials. Consultant shall also review various abatement options with WCBC North as to the most economic and feasible way to remediate hazardous building materials and prepare a site-specific variance, if warranted.
- **Building Demolition Design** – Provide demolition design services for all remaining components of the existing building complex to address existing utilities, foundation removal, debris staging and handling, traffic routing and control, storm water pollution prevention, erosion and sedimentation controls, site grading, and other applicable aspects of the demolition work. Develop drawings and specifications as needed to competitively bid the project.
- **Bid Documents and Assistance** – Provide assistance with the preparation of bid documents for the removal and proper recycling and/or disposal of the structures and debris that remain on the project site. Assistance to include administering a pre-bid meeting for prospective bidders, reviewing and providing responses to bidder inquiries, preparing and issuing addendums as needed, responding to Requests for Information submitted by prospective bidders, review of bids and recommendation for contractor selection. Additionally, provide assistance with the development of contract documents that comply with the requirements of the Cooperative Agreement.
- **Monitoring, Observation and Documentation of Site Work** – Conduct project and community air monitoring as required based upon the nature of the abatement and demolition activities; and observe and document the contractor's work to ensure compliance with the contract documents, cooperative agreement and other applicable requirements.
- **Site Redevelopment** - Provide civil engineering support, as needed, to ensure that the grant-funded activities will prepare the site, to the greatest degree possible, for the planned redevelopment project. This shall include interacting with project stakeholders (i.e., designated developer, municipal representatives, etc.) and integrating preliminary site engineering in the design of the cleanup project.

### **III. STATEMENT OF QUALIFICATIONS (SOQ) FORMAT**

The SOQ shall include the information outlined below. To ensure fair and equitable evaluation, submittals should be organized into the following separate sections.

#### **1. EXPERIENCE:**

Include a summary of the following:

- History of the firm’s experience providing each of the services listed in Section II.
- Brownfields project experience (EPA, BOA, NYS, and private brownfields experience)

#### **2. ORGANIZATION AND MANAGEMENT:**

- Description of the firm’s proposed project organizational structure and the names and experience of key individuals who will be performing the specific services requested.
- Identify the location of staff to be committed to the project.
- Identify any potential subcontractors.

#### **3. COST SCHEDULE:**

All consultant agreements and subawards will be written agreements. Consultant’s salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/> , to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

- Provide standard billing rates for services included in Section II. Include subcontractor administration fees/markup percentages and any travel costs. These rates will be considered during the selection process.

#### **4. REFERENCES:**

List up to three (3) references for similar services/projects that have been provided by your firm. Please include a description of the services, dates of service, and a list of the key personnel that were involved in the project. Please include a contact person, organization, email address and phone number.

#### **5. INSURANCE:**

List types and limits of the Contractor’s insurance. (Refer to Appendix A for WCBC North’s requirements).

One (1) original hard copy and one (1) electronic pdf copy of the SOQ is required to be submitted by the due date listed in the legal advertisement and cover page of this RFQ.

### **IV. GENERAL TERMS AND CONDITIONS**

1. Contractors must possess the ability to perform successfully under the terms and conditions of this proposed procurement.
2. Failure to complete and sign the “Bidder’s Certification and Assignment of Claim,” will result in SOQ being rejected.
3. Failure to complete, sign, and be certified by a Notary Public, the “Affidavit of Non-Collusion Certificate,” will result in SOQ being rejected.

4. Failure to complete, sign, and be certified by a Notary Public, the “Certification of Compliance with the Iran Divestment Act” will result in SOQ being rejected.
5. Each submittal should be double sided and be as concise as possible.
6. Each SOQ should be accompanied by a cover letter signed by an officer empowered by the contractor to sign such material and thereby commit the contractor to the obligations contained in the proposal.
7. The contractor agrees that upon submittal, the SOQ, including all prices, may not be withdrawn, modified or cancelled for a period of sixty (60) days following the proposal deadline.
8. Payments are tied to work completed to the satisfaction of WCBC North and approved by the USEPA project officer(s).
9. To the extent permitted by law, contractors may request in writing non-disclosure of confidential data. Such data shall accompany the SOQ, be clearly identified, and shall be placed in an envelope clearly marked, “Confidential Data” and submitted with the SOQ. Any request to keep the entire SOQ confidential cannot be honored. Submittal becomes public information at the time of the opening.
10. WCBC North will assume no responsibility for oral instructions or interpretation. Any questions regarding this request that may change the specifications in this document must be received in writing. Inquiries must identify the RFQ by title and due date. Any alterations, interlineations or erasure of the RFQ must be initialed by the signer of the SOQ, guaranteeing authenticity.
11. WCBC North may, at any time, by written notification to all contractors, change any portion of the RFQ described and detailed herein. These changes will be communicated in the form of Addenda. Addenda will be available and communicated through email by WCBC North. Copies of Addenda will be made available for inspection at WCBC North offices and the related web sites. No Addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an Addenda withdrawing the RFQ or Addenda for postponement of the SOQ due date/time.

Contractors shall ascertain prior to submitting their SOQ they have received all Addenda issued and they acknowledge receipt of Addenda by the return of the signed Addenda form with the SOQ response. All addenda issued shall become part of the agreement.

WCBC North reserves the right to decline to respond to any questions if, in WCBC North’s assessment, the information cannot be obtained and shared with all potential proposers in a timely manner.

12. Reserved Rights: This RFQ does not constitute an offer to buy on the part of WCBC North. Acceptance of any obligations on the part of WCBC North may only be done by a formal written agreement. Any information contained herein does not commit WCBC North to a contract or to pay any costs incurred in the preparation of a response. Nothing contained herein shall be construed as guaranteeing any term, condition, or other item, including any specified purchase volume.

All responses to this RFQ will become the property of WCBC North. Contractors’ response to this RFQ may be included in whole, in part or by reference in the final contracts which may result from this RFQ.

WCBC North reserves the right not to award a contract to any proposing party even if the criteria described in the RFQ are met; and to close the process prior to the stated deadline. No obligation on the part of WCBC North will be incurred until the contractor has signed a contract satisfactory to and accepted by WCBC North.

WCBC North expressly reserves the right to withdraw this RFQ or reject any and all SOQs in whole or in part. WCBC North reserves the right to request financial and other business-related information about the contractor.

13. Conflict of Interest: The successful contractor will be required to warrant by the time of contract authorization that such contract signing has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York. And, that said laws have not, and will not be violated as they relate to the procurement or performance of this contract by any conduct, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind, directly or indirectly, to any public officer or WCBC North.
14. SOQs that do not conform to the instructions contained in this document, and/or which do not address all questions and/or requirements as specified may be eliminated from consideration. However, WCBC North reserves the right to accept such a SOQ if it is determined to be in WCBC North's best interest.
15. WCBC North reserves the right to reject any late or incomplete submissions, and all SOQs for whatever reason.
16. It is the intention of WCBC North to notify in writing or by email the decision on the selected contractor.



## V. EVALUATION CRITERIA

The SOQs will be reviewed, evaluated, and awarded based on the following criteria.

CRITERIA	MAXIMUM POINTS
Capabilities and experience as they relate to the range of services requested in this RFQ, with preference given to respondents that have demonstrated success with municipal brownfield redevelopment projects completed via public/private partnerships.	20
Experience with municipal brownfield projects funded via USEPA Brownfield Grants and performed in western New York within the last five (5) years.	20
Experience and qualifications of the Project Manager to be assigned to the project, with a preference given to those demonstrating substantial practical experience with the abatement/demolition of large building complexes, EPA-funded brownfield projects, and brownfield redevelopment projects completed under the NYS Brownfield Cleanup Program.	15
Qualifications of key personnel to be assigned to the project relative to education, professional certifications and licenses, relevant experience, and familiarity with USEPA Region 2 brownfield programs and staff.	15
Satisfaction of current/former public sector clients (including WCBC North) for whom similar services were provided as reported by references submitted.	10
Professional labor and expense rates, including percentage mark-up, will be evaluated with respect to reasonableness and value.	10
Location of the consultant and proposed project personnel will be evaluated relative to proximity to the project location, extent of local resources, and implications with respect to staff accessibility, availability, and travel-related expenses.	5
MBE/WBE participation in compliance with EPA's defined goals for this project.	5
<b>TOTAL MAXIMUM SCORE</b>	<b>100</b>

## **APPENDIX A – INSURANCE REQUIREMENTS**

For Professional Services

### **INDEMNITY AND HOLD HARMLESS AGREEMENT**

GENERAL INDEMNIFICATION: Except for claims of: 1.) negligent acts in the performance of professional services by the Contractor/Consultant, its employees, and/or its sub-contractor/consultant(s), under this contract or 2.) errors or omissions in the performance of professional services by the Contractor/Consultant, its employees and/or its sub-contractor/consultant(s), under this contract, Contractor/Consultant agrees to indemnify WCBC North, its officers and employees, and shall hold them harmless from any liability, claim, demand, loss, judgment, expenses and costs of every nature, including reasonable legal fees and the costs of defense, for the acts of the Contractor/Consultant, its employees, and /or its sub-contractor/consultants arising from this agreement. Additionally, the Contractor/Consultant agrees to name the WCBC North as an additional insured on all policies required under this agreement, with the exception of Professional Liability Insurance.

If WCBC North tenders a claim for indemnification pursuant to this paragraph to the Contractor/Consultant, and in the event that the Contractor/Consultant or its insurance carrier refuses to provide a defense or indemnification or the contractor/consultant or its insurance carrier provides a defense but reserves their rights on providing indemnification to WCBC North, WCBC North shall have the right to select the attorney to represent it.

### **INSURANCE AND CERTIFICATE REQUIREMENTS**

Each contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect WCBC North's interest and/or as evidence of compliance with New York State law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to WCBC North, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. WCBC North is defined as WCBC North, LLC, its agents, officers and employees.

A Certificate of Insurance acceptable to WCBC North must meet the following requirements:

- List the type of insurance coverage and acceptable limits, as required by WCBC North.
- Name the certificate holder as WCBC North, 36 Center Street, Suite 2, Warsaw, NY 14569.
- Name the WCBC North, its agents, officers, and employees as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to WCBC North, LLC, 36 Center Street, Suite 2, Warsaw, NY 14569.
- Insurance carriers should be admitted in the State of New York.
- The Certificate of Insurance shall be submitted to WCBC North for compliance review, approval and retention at least five (5) business days prior to the start of work.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to WCBC North:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

For Professional Services

Coverage and Documents	Limits
A. Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
F. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits

**APPENDIX B: SCHEDULE OF FORMS REQUIRED FOR SUBMISSION**

B-1: RESPONSE CHECKLIST

B-2: AFFIDAVIT OF NON-COLLUSION

B-3: BIDDERS CERTIFICATION AND ASSIGNMENT OF CLAIM

B-4: CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

B-5: VENDOR CERTIFICATION OF RESPONSIBILITY

**RESPONSE CHECKLIST (this page must be completed and signed)**

In order for WCBC North to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for WCBC North’s evaluation process. **All Attachments are itemized and provided in Appendix B.**

**Please check each item indicating your compliance:**

- \_\_\_\_\_ RESPONSE CHECKLIST (this page must be completed)
- \_\_\_\_\_ STATEMENT OF QUALIFICATIONS AS OUTLINED IN SECTION III
  - \_\_\_\_\_ Experience
  - \_\_\_\_\_ Organization and Management
  - \_\_\_\_\_ Cost Schedule
  - \_\_\_\_\_ References
  - \_\_\_\_\_ Insurance
- \_\_\_\_\_ BIDDER CERTIFICATION AND ASSIGNMENT OF CLAIM (signed)
- \_\_\_\_\_ NON-COLLUSION CERTIFICATE (signed & notarized)
- \_\_\_\_\_ IRANIAN DIVESTMENT CERTIFICATE (signed & notarized)
- \_\_\_\_\_ VENDOR RESPONSIBILITY FORMS (signed)
- \_\_\_\_\_ ADDENDUM(S) ACKNOWLEDGED (If Applicable)

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE
FEDERAL ID NO.	

## **INSTRUCTIONS ACCOMPANYING THE AFFIDAVIT OF NON-COLLUSION**

1. The Affidavit of Non-Collusion (the “Affidavit”) must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid (the “Decision Maker”). If for good reason the Decision Maker is not available to execute the Affidavit, then the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by the Decision Maker to make the statements set out in the Affidavit on his or her behalf and on behalf of the bidder. The aforestated written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person executing the Affidavit examine it carefully before signing it and assure himself or herself that all statements are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing and submitted as a part of or together with the executed Affidavit.
3. In the case of bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and the Affidavit must be signed and submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the bidder with regard to the project.
6. Failure to file the Affidavit in compliance with these instructions will result in disqualification of the bid.

**BID NOT ACCEPTABLE WITHOUT THE AFFIDAVIT OF NON-COLLUSION CERTIFICATION SET FORTH AND CERTIFIED TO BY A NOTARY PUBLIC**

**AFFIDAVIT OF NON-COLLUSION CERTIFICATE (required)**

I hereby attest that I am the person responsible within my firm for the final decision as to price(s) and amount of this bid (the "Decision Maker") or, if not, that I have written authorization, enclosed herewith, from the Decision Maker to make the statements set out below on behalf of the Decision Maker and on behalf of my firm. I further attest that:

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

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & COMPANY POSITION

AUTHORIZED SIGNATURE

SUBSCRIBED and SWORN to before me this  _____ day of _____ 202____  Notary Public:
--

**BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM (required)**

**TO: WCBC North, LLC  
Attn: James Pierce  
36 Center Street  
Warsaw, New York 14569**

The undersigned, bidder agrees to furnish to WCBC North, LLC (WCBC North), any one or all of the items upon which it has bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to WCBC North in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

The undersigned bidder hereby assigns to WCBC North and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & COMPANY POSITION

AUTHORIZED SIGNATURE

**NOTE:**

This Bidder's Certification **must** be signed and included in the submission. Failure to complete will result in the proposal being rejected.



**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (required)**

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS’s website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder/contractor, any person signing on behalf of any bidder/contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each bidder/contractor and any subcontractor or assignee is not identified on the Prohibited Entities List.

Additionally, each bidder/contractor is advised that once the Prohibited Entities List is posted on the OGS’s Website, any bidder/contractor seeking to renew or extend a contract or assume the responsibility of a contract awarded in response to this solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the contract, should WCBC North, LLC (WCBC North) receive information that a bidder/contractor is in violation of the above-referenced certification, WCBC North will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in investment in violation of the Act within 90 days of the determination of such violation, then WCBC North shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder/contractor in default.

WCBC North reserves the right to reject any bid or request for assignment for a bidder/contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ and that neither the bidder/contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Signed

SUBSCRIBED and SWORN to before me this _____ day of _____ 202____  Notary Public:
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**VENDOR CERTIFICATION AND RESPONSIBILITY FORM (required)**

As of January 1, 2005, the Office of the State Comptroller is requiring all governmental agencies to only award contracts to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts.

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

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

Please complete the below Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website: <http://www.osc.state.ny.us/vendrep>

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:		
VENDOR NAME:		ANSWER ALL QUESTIONS
A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business-related conduct constituting a crime under governmental law?	YES	NO
B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?	YES	NO
C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"	YES	NO
D. A consent order with NYS Department of Environmental Conservation or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?	YES	NO
E. A finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?	YES	NO
If yes to any of above, please provide details regarding the finding.		
ENTITY	MAKING	FINDING
YEAR OF FINDING		
BASIS OF FINDING		

(Attach Additional Sheets if Necessary)