

Department:

Contract No.

AGREEMENT

The County of Onondaga (County) and (Contractor), (Contractor's Address) agree that:

Contractor will furnish to County goods, equipment, work, and services, and County will compensate Contractor for the goods, equipment, work, and services, in accordance with and subject to all terms, conditions, specifications, and instructions stated, as stated, in writings of County and Contractor about Bid Reference (Bid Ref. #) which writings, including County's bid proposal and Contractor's bid, are incorporated by and part of this agreement.

In witness whereof, County and Contractor have signed the writing of this agreement on the dates hereafter written.

Dated: County of Onondaga County

By: Joanne M. Mahoney, County Executive

Dated: 8/15/2013 (Contractor) Syracuse Haulers

By: Donna Ann, President

Town of Cicero
By: Jimmy Carl, Town Supervisor

Form 1

State of New York
County of Onondaga ss.:

On the 22nd day of August in the year 2013 before me the undersigned, personally appeared Rocco Gresso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he (she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Connie L. Pikarsky
Notary Public in the State of New York
Qualified in Onondaga County No. 01P16052662
My Commission Expires December 26, 2014

Connie L. Pikarsky

TOWN OF CICERO

SEP 11 2013

TOWN CLERK

hand delivered
Supervisor

State of New York
County of Onondaga ss.:

On the 22nd day of August in the year 2013 before me personally came Rocco DeSosso, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in 7267 Highhedge Rd, Jayetteville NY 13066 (if the place of residence is in a city, must include the street and street number, if any); that she (he or she or they) is (are) the President (must be corporation's president or other officer or attorney-in-fact duly appointed), of Spruce Nudlers Waste, Inc the corporation described in and which executed the above instrument; and that he (he or she or they) signed As (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

Connie L Pikarsky

Connie L. Pikarsky
Notary Public in the State of New York
Qualified in Onondaga County No. 01P16052682
My Commission Expires December 26, 2014

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

APPENDIX I STANDARD CONTRACT LANGUAGE

Agreement

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, its County Executive hereinafter called the "County" and ~~Syracuse~~ *Hamilus* hereinafter called the Contractor

Witnesseth:

Whereas the Onondaga County Division of Purchase is desirous of the services of an auctioneer; and

Whereas the contractor possesses the special skills and training required performing services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Term

The term of this contract shall be from to with the option of two (2) one-(1) year renewals. Either party may terminate this contract without cause hereto at any time upon thirty-(30) days written notice of the intention to terminate. The County reserves the right to terminate this contract for cause at any time. No work may begin or any services provided under this contract until both parties hereto have signed this agreement and notice to proceed has been given.

Scope of Service

The contractor shall provide services as outlined in Proposal dated attached hereto and made a part hereof.

Compensation

The contractor will be compensated according to the attached fee schedule.

Assignment

The contractor agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract, or its right, title, interest in and/or to the same, nor any part thereof, nor any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company, or corporation without the prior express written consent of the County of Onondaga.

Independent Contractor

For the purposes of this contract, the contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the contractor, employees and agents of the contractor shall neither hold themselves out as nor claim to be officers or employees of the county of Onondaga, and shall make no claim for, nor shall be entitled to, worker's compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from the County.

Hold Harmless Defense and Indemnification

The contractor covenants and agrees to indemnify defend and hold harmless the county of Onondaga to the fullest extent permitted by law, its officers, agents and employees and representatives in connection with this Agreement, from and against any loss or expense that may arise by reason of liability for damage, injury, or death or for invasion of personal or property rights, of every name and nature including but not limited to (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, contractor's employees, agents or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorney's fees whether incurred as a result of third party claim or to enforce this contract; arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this contract, irrespective of whether there is a breach of a statutory obligation or rule of appointed liability, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused by or sustained in whole or in part by or because of malfeasance, omission of duty, negligent or wrongful act on the part of the contractor, its employees or agents. The contractor further covenants and agrees to obtain the necessary insurance as required by the General obligations law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the county of Onondaga as an additional insured on all applicable insurance and indemnification (see insurance clause.)

INSURANCE

Contractor shall purchase and maintain insurance of the types and coverage set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED for claims which may arise out of or result from Contractor's operations under the contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease or death, whether to contractor if self employed, Contractor's employees or others and whether or not under a worker's compensation or other similar act or law for the benefit of employees and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days before such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the county of Onondaga as an additional insured and stating limits of liability, expiration date which are acceptable to the county shall be filed with and accepted by the county of Onondaga before operations are begun. The intent is that this insurance, with the County being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises Operations, Products/Completed Operations, blanket broad form contractual, Independent Contractors and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars Combined Single Limit for Bodily Injury and Property Damage.

The contractor also agrees to obtain and maintain Automobile Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars Combined Single Limit for Bodily Injury and Property Damage

In addition, the contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars.

Contractor further agrees to comply with the requirements of the New York State Worker's Compensation regarding proof of compliance with the New York State Workers' Compensation law. The New York State Workers' Compensation Board requires the county to obtain from contractors proof of Worker's Compensation insurance coverage, self Insurance or exemption from the requirement Worker's Compensation insurance coverage. Proof must be submitted to the county on forms specified by the Worker's compensation board and that are stamped as received by the workers' compensation board.

Statutory Compliance

In acceptance of this agreement the contractor covenants and agrees to comply in all respects with all Federal State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Worker's Compensation and Employer's Liability Insurance, hours of employment, wages and human rights.

Certificate of Insurance

The contractor shall have furnished to the Onondaga County Division department of Law the attached Certificate of Insurance to be filled out and signed by the insurance agent, which shall evidence all of the above requirements of insurance including Workers' Comp and Employee's Liability Insurance. Said certificate contains specific language so as to adequately advise the county of the contractors aforesaid requirements of insurance, including but not limited to specifically detailing the types amount and duration of insurance coverage and verification that the issuing company(s) endorsed such policies as herein above required so as TO INCLUDE ONONDADA COUNTY AS AN additional insured and to notify that county of any change diminishing coverage, limits, cancellation or non-renewal of the insurance polices. Upon any and all renewals of the subject insurance during the duration of this contract, a new certificate of insurance shall immediately be sent to the Certificate of Insurance Holder, the County Attorney.

Conflict of Interest

At the time the contractor submits a bid, or if no bid is submitted, prior to performing any services, the Contractor shall serve upon the County Attorney the attached affidavit, certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the

County. The affidavit shall further state that the contractor agrees that in the rendering of services to the county no persons having such interest shall be employed by the contractor. The contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the county.

Duty to Disclose

During the course of performing services for the county, the Contractor agrees to disclose immediately to the county by affidavit every known or apparent conflict of interest and every ostensible or potential conflict of interest of the contractor, its employees or agents. The duty to disclose is a continuing duty. The contractor agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the contractor agrees that all work, services and payments shall be suspended pending final approval by the county or the county Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the county may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstances that might influence or appear to influence the judgement of the contractor, and the contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise from more than one payor or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the county for work on the project for which this contract pertains. If applicable the contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project or in the immediate vicinity thereof. A conflict of interest on the part of the contractor's employees or agents shall be deemed a conflict of interest on the part of the contractor, giving rise to the same duty to disclose.

Duty to Maintain Confidentiality

The contractor agrees not to disclose any data, facts, or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

HIPAA Compliance

Contractor agrees that, to the extent contractor is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

Licenses and Permits

The contractor hereby agrees that it will obtain at its own expense all licenses or permit for the work performed under this contract, if there are any necessary, prior to the commencement of work.

Appropriations

It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

Contract Modifications

This agreement represents the entire and integrated agreement between the County and the Contractor and supercedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by both the county and the contractor.

Severability

~~If any term or provision of this Agreement shall be held invalid or unenforceable the remainder of this~~
Agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

Clauses required by law

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

Suspension and Debarment

The signatory to this Agreement, certifies that EXCEPT AS NOTED BY THE CONTRACTOR, its company and any person associated therewith in the capacity of owner, partner, director, officer or major stockholder is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.



#4
Syr Handlers

County of Onondaga
Executive Department

(Revised 8/23/12)

Division of Purchase

John H. Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse, New York 13202-2989
(315) 435-3458
Fax (315) 435-3424

Joanne M. Mahoney
County Executive

Sean Carroll
Director

BID REFERENCE 7586

Date: August 14, 2012

BID PROPOSAL

Sealed bids for furnishing the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero Service will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on September 28, 2012.

Specifications submitted on call. Onondaga County reserves the right to reject any or all bids.

No Bid Security is required.

No Performance Security is required.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Town of Cicero


Sean Carroll
Director

SPECIAL CONDITIONS

(Revised 8/23/12)

Term: The term of the resulting blanket contract shall be from January 1, 2013 through December 31, 2015.

Renewal: The contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties.

~~Extension: The County reserves the right to extend the period of the contract sixty (60) days beyond the specified expiration date of the contract.~~

Payment: Payment will be processed monthly with select contract release forms and vendor invoices.

Award: The Contract will be awarded by the Town Board to the lowest responsive, responsible bidder subject to such bidder applying, qualifying, and obtaining a municipal hauler license from the Town of Cicero and an Agency hauler permit from the Onondaga County Resource Recovery Agency within seven (7) days after notification of award of the Contract.

The Town Board, in determining the lowest responsible bidder, shall consider past performance in supplying such services in the Town of Cicero and in any other area or municipality where the bidder has rendered such service. Past failure to collect solid waste and recyclables in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service without just cause in the opinion of the Town Board shall be full and sufficient reason for the Town Board of the Town of Cicero to reject the bid on the basis that the bidder is not a qualified responsible bidder.

Bid Results: Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person: Please refer any questions to Mr. Sean Carroll, Director of Purchase, (315) 435-3458.

MINIMUM SPECIFICATIONS

(Revised 8/23/12)

Scope: Provide the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero as specified below.

Service

~~The Contractor is responsible for collections on public and private roads that make up the area for Contract No. 9~~ of Refuse Collection District No.1. This area is shown on the Map included in the Contract Documents. Maintenance of private roads and snow removal from private roads are the responsibilities of the road owner(s). The Contractor shall not be held liable for damages on these roads. The Town shall provide each private road Customer with an outline of this policy.

Stops to include:

- 1-Family House – 9,299
- 2-Family House – 99
- 3-Family House - 14
- Farm (1 family) – 110
 - Seasonal (1 family) – 92
- Mobil Home (1 family) – 17
- Multiple Residences – 44
 - (assume 2 - one family)
- Small Business w/home - 44

Intent of the Contract

The Contractor shall operate in accordance with all the applicable laws, rules and regulations of the United States, New York State, Onondaga County, the Town of Cicero and the Onondaga County Resource Recovery Agency.

Vendor Requirements

- The Vendor will verify that all drivers have clean drivers licenses, defined as no more than 2 points.
- No driver who has had a DWI and DWAI in the last five years will be permitted to drive for Cicero.
- The Vendor will certify that no employee has been convicted of a felony.
- The Vendor will be responsible for background checks and fingerprints on all employees through insurance carrier and driving records; and background checks will be available for audit by the client.
- Vendor shall also comply with the NYDOT LENS program.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

- Vendor must not exceed a rating of 70% on the Federal motor carrier Safety Administration – Safety Measurement System.
 - Vendor must also submit their worker's compensation rate from their insurance company and will ~~provide any and all safety programs and compliance with the same.~~
-

Equipment

All garbage trucks used by the Contractor shall comply with Part 301 of the NYS Vehicle Traffic Law and Part 79 of the Commissioners Regulations (NYS Inspection Program). Trucks shall not be older than seven (7) years old and will be in good repair. The Vendor will be responsible for making the maintenance records of all vehicles available to the Town of Cicero. The Vendor will be prepared to replace any truck pulled off a route for service and may not reduce service. All solid waste handled under these Contracts shall be collected, hauled and transported in fully enclosed, water tight, steel body, packer-type garbage trucks in good condition and repair. Trucks shall be either rear or side loaded. Note: Front end loading collection vehicles are not acceptable. Recyclables shall be collected in a unitized vehicle specifically made for this purpose. Note: Tag along recyclable trailers are not acceptable.

Backing collection vehicles down through streets and cul-de-sacs providing full turning radius during collection of refuse and recyclables will not be allowed. When backing a vehicle is unavoidable such as a dead-end street, a second employee of the Contractor must exit the vehicle and direct the driver's path to ensure safety.

Emergency Calls

The Contractor shall provide the Owner with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to rectify problems created by the Contractor.

Meetings

Prior to commencing any work, the Contractor shall attend a meeting at a place and time designated by the Owner to discuss the implementation of the terms and conditions of this Contract. Progress and coordination meetings shall be held as required by the Owner, with the Contractor's supervisory representatives with decision making authority, in attendance.

Disposal

The disposal of all solid waste and recyclables collected shall be the responsibility of the Contractor. All solid waste collected by the Contractor shall be transported to the Onondaga County Resource Recovery Agency (OCRRA) Waste to Energy Plant on Rock Cut Road in the Town of Onondaga, New York. All recyclables shall be transported to an OCRRA approved materials recycling facility. All costs associated with the disposal of solid waste collected under this Contract is the Contractor's responsibility. All credit due for the disposal of recyclables collected under this Contract shall accrue to the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Pick-up Location

All collections shall be made from just outside the pavement or concrete valley gutter and emptied containers and receptacles shall be returned to just outside the pavement or concrete valley gutter in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. The Contractor shall not pick up solid waste or recyclables from any resident's, business owner's, or homeowner's ("Customer") house or backyard or any where other than as is specified in this paragraph.

Damage

All work performed by the Contractor shall be performed in a good and workmanlike manner approved by the Town. The Contractor shall faithfully perform and fulfill the Contract and the Contractor shall not sublet or assign any part of its duties hereunder without the written consent of the Town. If, in the opinion of the Town Supervisor, the Contractor shall fail in any manner to properly perform any part of the Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same and the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. Should the Town make a Customer whole on damages caused by the Contractor, the Town will deduct costs from the Contractor's next payment request. In addition, the Town will charge an additional \$50 administrative fee per incident. The Town shall provide the Contractor with receipts for any work performed.

Time of Collection

Collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. only. The successful Contractor shall establish a specified day of the week (Tuesday through Friday) for collections of all solid waste, including recyclables, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall and shall provide to each Customer written notice of the scheduled collection day and the holidays to be observed. Saturday collection will be allowed during those weeks a legal holiday falls on the regularly scheduled collection day. In order to balance the number of stops for each collection day, the Contractor may split one or more areas whereby solid waste and recyclables are collected on two days. In doing this, the Contractor shall not split neighborhoods. The Town shall approve the Contractor's routes and schedule. The Contractor will not be allowed to modify the routes and schedule during the two (2) year term of this Contract. All correspondence to the Customers shall be reviewed and approved by the Supervisor prior to being sent to the Customers. The collection schedule shall be filed with the Supervisor prior to commencement of this Contract.

Default in Collection

In the event that solid waste and recyclables are not collected at the times and places designated in the Contract, or within twenty four hours of notification from the Town, the Town may collect the same by using an independent contractor and the Town will deduct monies owed the Contractor the greater of the actual cost of collection as charged by the independent Contractor or \$100 per hour plus tipping fees, if applicable, for each occasion of default. In addition, the Town may withhold \$50 for each substantiated violation of the Contract provisions.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Additional Town Remedies

In addition to the remedies provided in GP-3.02, if the Contractor shall fail to perform any term, covenant or condition to be observed and performed under this Contract, or if the Contractor is otherwise in default under GP-3.02 without limiting any other remedy available to it, the Town may, at its option, terminate the Contract upon at least ten (10) days notice to the Contractor, perform said term, covenant or obligations on the account of the Contractor, and/or commence appropriate legal proceedings, and any and all expenses or liability thereby incurred by the Town, including without limitation, reasonable attorney fees, together with interest thereon at the then maximum lawful rate per year from the date incurred by the Town to the date the Town receives reimbursement from the Contractor, shall be due and payable from the Contractor upon demand of the Town, it being agreed that at its option, the Town may deduct all such amounts due it from funds otherwise payable to the Contractor under this Contract. Nothing in this paragraph shall limit the Owner's remedies under GP-3.02.

New Houses

As new houses are constructed and occupied within the Town, the Contractor shall commence pickup service. At each anniversary date of the Contract, the contract price will be adjusted on a prorated basis to take into account new houses constructed in the previous year.

Included and Excluded Materials

The Contractor shall be responsible for the pickup and disposal of solid waste and recyclables as defined in Section 177-2 of the Town Code of the Town of Cicero and the Onondaga County Resource Recovery Agency.

The following materials are specifically excluded from this Contract and shall not be picked up by the Contractor under the terms of this Contract:

- Construction and demolition debris;
- Hazardous, pathological, toxic, explosive or radioactive waste;
- Major appliances, otherwise known as "white goods";
- Medical waste;
- Yard and garden waste;
- Tires;
- Batteries (wet cell);
- Human waste;
- Junked autos and other vehicles

The Contractor shall, however, pick up and dispose of the following items at the request of the Customers and at the fees at or below those listed below. Payment, at or below the listed prices, shall be made by the Customer with direct billing by the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Maximum Price (each)

Hot water tanks, stoves, washers, dryers	\$50.00
Refrigerators, air conditioners, freezers, dehumidifiers	\$80.00
Bathroom fixtures (toilets, sinks, tubs)	\$40.00
Tires	\$8.00
Rugs, furniture, construction and demolition debris	Quoted upon request

The Contractor shall provide a price list to the Customers for these additional services at the beginning of the Contract and whenever other information is sent to the Customers. Nothing in this paragraph shall be construed as granting the Contractor an exclusive right to collect these items and the Contractor will note such on the price list provided to the Customers. All information sent to the Customers shall be reviewed and approved by the Town Supervisor.

Recyclables

The Contractor shall collect recyclables designated by OCRRA and contained in "blue bin" recycling containers. All recyclables shall be collected once a week on the same day as the scheduled pickup of solid waste.

Adjustment in Contract Price

If the tipping fee at the OCRRA facility (\$60/ton with a \$4/ton rebate for 2005) is increased or decreased more than the amount specified above during the term of this Contract, the monthly payment owing to the Contractor hereunder shall thereafter be adjusted upwards or downwards, as the case may be, by an amount equal to the product obtained by multiplying (a) the actual monthly tonnage of solid waste (excluding recyclables) collected hereunder and brought by the Contractor to the OCRRA facility following the effective date of any such adjustments by (b) the dollar amount of the adjustment to the tipping fee. In the event of any such adjustment, the Contractor shall furnish the Owner with an accurate record of such actual monthly tonnage of solid waste. If such a record is not furnished or cannot be corroborated by the Town Engineer, the Town Engineer may estimate such tonnage for purposes of calculating the appropriate adjustment to the monthly payment.

If, during the terms of this Contract, OCRRA, through a rebate or otherwise, reduces the Contractor's cost of disposing of solid waste (excluding recyclables) at the OCRRA facility which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing to the Contractor shall thereafter be adjusted equitably by the Owner to reflect such reduction, after consultation with the Contractor. If, during the term of this Contract, the County of Onondaga and/or OCCRA imposes a new or additional per household tax, user fee, "green fee" or other similar charge upon the Town and/or Town Customers, which is not reflected in a corresponding reduction in tipping fees, or a rebate to the Contractor, or other similar reduction in the Contractor's cost of disposing of refuse (exclusive of recyclables) at the OCCRA facility, the Contractor and the Town shall negotiate an agreement so as to reasonably offset any increase in cost to Town Customers.

For the purpose of this Contract, the Contractor shall assume the tipping fee will remain the same in 2014 as in 2013.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Containers and Toters

Customer shall comply with Section 177-12 of the Town Code regarding receptacles. Containers holding trash for pickup shall be covered rigid plastic or metal which, including contents, shall not weigh more than 75 lbs.

~~The Contractor may rent toters to Customers at a cost not to exceed \$52 per calendar year (billed at no interval greater than once per calendar year) or may sell toters to Customers at a cost approved by the Town.~~

The Contractor shall use proper care in the handling and emptying of such containers and receptacles so that the same are not unnecessarily damaged or destroyed. In the event of damage or destruction caused by the Contractor, the Contractor shall replace such receptacle at the Contractor's own cost and expense, or make financial restitution therefore, and deliver same to the owner of the damaged container or receptacle within three (3) business days after notification by the Town Supervisor of a valid claim.

Notification to Customers

The Contractor shall provide to each Customer, via the United States Postal Service, written notice of the scheduled collection days, the Town regulations regarding the collection and disposal of refuse, garbage and recyclables and any other information required by the Town. The Contractor will be provided with a letter outlining the Town regulations and other information the Town may require the Contractor to provide. The Contractor shall complete such mailing by December 1, prior to the start of each year for the duration of this Contract.

No deviation shall be made from the established collection days without the prior written approval of the Supervisor. The Contractor shall also make every attempt to notify, in writing, each Customer of any approved deviation. The Town will provide a list of the Customers and addresses in each service area for use by the Contractor. The costs of all mailings shall be paid for by the Contractor

Complaints

The Contractor is responsible for all Customer complaints and will document complaints received on a form provided by the Town. Copies of the forms shall be sent weekly to the Town. At the beginning of this Contract and at the start of any extension period, the Contractor will provide Customers at least one phone number and contact person for complaint purposes. The Town shall have right to withhold \$5,000.00 in payment for each legitimate Customer complaint, whether or not resolved by the Contractor. In the event a legitimate complaint as determined by the Town Supervisor is not resolved in three (3) business days, the Town shall have the right to withhold an additional \$5,000.00.

Environmental

The Contractor shall be responsible for the protection of the environment during the performance of the Contract. Any action taken and/or funds expended by the Owner to address or correct environmental violations, caused by the operations of the Contractor, shall be recovered by the Town from the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Map

The map provided in the Contract Documents is for reference only and may not show all private roads. It is the Contractor's responsibility to provide service to all Customers whether located on a public or private road and whether or not located on the map provided in the Contract Documents.

Contractors Representative

The Contractor shall designate one employee of the Contractor to be the Contractor's Representative. This person shall be the principal contact with the Town, be available during normal business hours, have the authority to make decisions regarding the execution of the Work and be able to resolve problems arising from the Contractor's performance. Failure of the Contractor to designate a Contractor's Representative with the above referenced abilities or a suitable replacement, if necessary, shall subject the Contractor to a \$100 per day penalty which will be withheld from any monies due the Contractor.

PROPOSAL AND SIGNATURE PAGE

(Revised 8/23/12)

Director of Purchasing
 Onondaga County Division of Purchase
 421 Montgomery St.
 Syracuse, NY 13202

~~I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.~~

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids) and the Fair Employment reporting requirements (16.2.6). I am authorized by my company to make this commitment.

REFER TO PRICING PAGES

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. 1 Dated: 8/23/2012
 No. 2 Dated: 8/28/2012
 No. 3 Dated: 9/10/2012
 No. 4 Dated: 9/12/2012

Signature: Rocco A. Grosso
 Printed Name: Rocco A Grosso
 Title: President

Firm Name: Syracuse Haulers/Waste Removal, Inc. Contact person: Rocco A Grosso
 Address: 6223 Thompson Rd, Suite 1000
Syracuse NY 13206 Phone 315.426.6771

Purchase Order Address (if different than above): Fax Number: 315.426.6770

Federal ID Number: 16-1451841

E-Mail Address: kbeverine@syracusehaulers.com

***This page Must be Signed and Returned
 or your bid will be declared Informal!***

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

ADDENDUM NO. 1

BID REF. 7586
FOR: Refuse Collection and Disposal
DEPARTMENT: Town of Cicero
OPENING DATE: September 12, 2012

The Town of Cicero is no longer dividing its refuse removal into four Service Areas A, B, C, and D. Please treat this as one region as reflected by the map.

Bid Proposal Page – Please remove Service Areas “A”, “B”, “C” and “D” within the Town of Cicero.

Page 2 – Award change to the “Contract”

Page 3 – under Scope – please remove Service Areas “A”, “B”, “C” and “D” within the Town of Cicero.

Service Areas – change to Service and remove “within Service Areas “A”, “B”, “C” and “D”

Change Service Area Stops to “Stops to include” and combine quantities.

Page 5 – Time of Collection – remove all references to Service Areas.

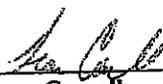
Page 9 – Map – Remove “in the Service Area”

Pages 10 - 11 – Pricing Pages – Delete Individual Pricing for Service Areas “A”, “B”, “C” and “D”. Pricing shall just be an annual charge.

Note: Pages 3-12 have been renumbered. Please replace the original Bid Proposal Page and Pages 2 through Page 12 with the revised pages attached.

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: August 23, 2012

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

ADDENDUM NO. 2

BID REF. 7586

FOR: Refuse Collection and Disposal

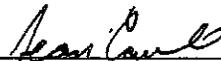
DEPARTMENT: Town of Cicero

OPENING DATE: September 12, 2012

This is notification that the above referenced bid opening date will remain the same. The September 28, 2012 date that was referenced on the Bid Proposal page of Addendum No. 1 was in error.

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: August 28, 2012

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

ADDENDUM NO. 3

~~BID REF. 7506~~

FOR: Refuse Removal

DEPARTMENT: Town of Cicero

OPENING DATE: September 17, 2012

Please change the bid opening date From: September 12, 2012
To: September 17, 2012

On the cover page of the bid, please change the following clauses:

Delete "No Bid Security is required" and add "A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Onondaga, or cash, in the amount of twenty-five thousand dollars (\$25,000.00) must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into."

Delete "No Performance Security is required" and add "The successful bidder will be required to furnish a performance surety bond issued by a bonding company authorized to do business in New York State in the amount of Fifty Percent (50%) of the annual cost of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the County of Onondaga, for deposit with the County Department of Finance are the only acceptable alternate forms of performance guarantees in lieu of a performance bond."

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: September 10, 2012



County of Onondaga
Executive Department

(Revised 8/28/12)

Division of Purchase

John H. Mulroy Civic Center, 13th floor

421 Montgomery Street

Syracuse, New York 13202-2989

(315) 435-3458

Fax (315) 435-3424

Joanne M. Mahoney
County Executive

Sean Carroll
Director

BID REFERENCE 7586

(revised 9/10/12)

Date: August 14, 2012

BID PROPOSAL

Sealed bids for furnishing the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero Service will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on September 17, 2012.

Specifications submitted on call. Onondaga County reserves the right to reject any or all bids.

A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Onondaga, or cash, in the amount of twenty-five thousand dollars (\$25,000.00) must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into.

The successful bidder will be required to furnish a performance surety bond issued by a bonding company authorized to do business in New York State in the amount of Fifty Percent (50%) of the annual cost of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the County of Onondaga, for deposit with the County Department of Finance are the only acceptable alternate forms of performance guarantees in lieu of a performance bond.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Town of Cicero


Sean Carroll
Director

**ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202**

ADDENDUM NO. 4

BID REF. 7586

FOR: Refuse Removal

DEPARTMENT: Town of Cicero

OPENING DATE: September 20, 2012

Please change the bid opening date From: September 17, 2012
To: September 20, 2012

Page 5 - Time of Collection - Please change (Tuesday through Friday) to read (Monday through Friday)

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: September 12, 2012

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

(revised 9/12/12)

Pick-up Location

All collections shall be made from just outside the pavement or concrete valley gutter and emptied containers and receptacles shall be returned to just outside the pavement or concrete valley gutter in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. ~~The Contractor shall not pick up solid waste or recyclables from any resident's, business owner's, or homeowner's ("Customer") house or backyard or any where other than as is specified in this paragraph.~~

Damage

All work performed by the Contractor shall be performed in a good and workmanlike manner approved by the Town. The Contractor shall faithfully perform and fulfill the Contract and the Contractor shall not sublet or assign any part of its duties hereunder without the written consent of the Town. If, in the opinion of the Town Supervisor, the Contractor shall fail in any manner to properly perform any part of the Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same and the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. Should the Town make a Customer whole on damages caused by the Contractor, the Town will deduct costs from the Contractor's next payment request. In addition, the Town will charge an additional \$50 administrative fee per incident. The Town shall provide the Contractor with receipts for any work performed.

Time of Collection

Collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. only. The successful Contractor shall establish a specified day of the week (Monday through Friday) for collections of all solid waste, including recyclables, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall and shall provide to each Customer written notice of the scheduled collection day and the holidays to be observed. Saturday collection will be allowed during those weeks a legal holiday falls on the regularly scheduled collection day. In order to balance the number of stops for each collection day, the Contractor may split one or more areas whereby solid waste and recyclables are collected on two days. In doing this, the Contractor shall not split neighborhoods. The Town shall approve the Contractor's routes and schedule. The Contractor will not be allowed to modify the routes and schedule during the two (2) year term of this Contract. All correspondence to the Customers shall be reviewed and approved by the Supervisor prior to being sent to the Customers. The collection schedule shall be filed with the Supervisor prior to commencement of this Contract.

Default in Collection

In the event that solid waste and recyclables are not collected at the times and places designated in the Contract, or within twenty four hours of notification from the Town, the Town may collect the same by using an independent contractor and the Town will deduct monies owed the Contractor the greater of the actual cost of collection as charged by the independent Contractor or \$100 per hour plus tipping fees, if applicable, for each occasion of default. In addition, the Town may withhold \$50 for each substantiated violation of the Contract provisions.



**Onondaga County
Executive Department
Division of Purchase**

JOANNE M. MAHONEY
County Executive

*John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202*

SEAN P. CARROLL
Director

www.ongov.net

Phone (315) 435-3458

FAX (315) 435-3424

TO: Vendors, Bid number 7586, Town of Cicero Refuse Removal
FROM: Sean Carroll, Purchasing Director
DATE: September 19, 2012 *SLC*
RE: Bid Sheet Clarification

Regarding bid 7586, addendum number one was issued with a revised pricing sheet. This memo is provided as a matter of clarification. The annual amount line should represent the annual charge for all units presented on page 3 of the addendum. All other lines are informational. While a number of houses appears on each informational line – this is a misprint, Please offer informational pricing to add or subtract one (1) of each type of unit. This informational material will not be used to determine low bidder but will become contractual with the successful bidder.

PRICING PAGES

(Revised 8/23/12)

Furnish Refuse Collection for the Town of Cicero as specified.

Annual Charge

ONE MILLION SIX HUNDRED FIFTY TWO \$ 1,652,230.00
(words) (figures)
THOUSAND TWO HUNDRED THIRTY DOLLARS

Add or Delete Per House

1-Family House - 2,155

Price per month: EIGHTEEN DOLLARS PER UNIT \$ 18.00
(words) (figures)

2-Family House - 21

Price per month: TWENTY FOUR DOLLAR PER UNIT \$ 24.00
(words) (figures)

3-Family House - 1

Price per month: THIRTY DOLLARS PER UNIT \$ 30.00
(words) (figures)

Farm (1 family) - 12

Price per month: TWENTY DOLLARS PER UNIT \$ 20.00
(words) (figures)

Seasonal (1 family) - 0

Price per month: EIGHTEEN DOLLARS PER UNIT \$ 18.00
(words) (figures)

PRICING PAGES (Con't)

(Revised 8/23/12)

Mobil Home (1 family) - 2

Price per month: EIGHTEEN DOLLARS PER UNIT \$ 18.00
(words) (figures)

~~Multiple Residences - 6~~
~~(assume 2 - one family)~~

Price per month: TWENTY FOUR DOLLARS PER \$ 24.00
(words) UNIT (figures)

Small Business w/home - 7
(assume 2 - one family)

Price per month: TWENTY FOUR DOLLARS PER UNIT \$ 24.00
(words) (figures)

14.2 Partial payments for delivered items or quantities of a bid may be made by the Municipality(ies) upon presentation of properly executed claim voucher or invoice, unless otherwise stated. The final payment will be made by the Municipality(ies) when the materials, supplies, equipment or services have been fully delivered or completed to the full satisfaction of the Municipality(ies) Division of Purchase and the receiving department.

14.3 Unless otherwise specified, the Municipality(ies) may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

14.4 The contractor further agrees that the Municipality(ies) may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

14.5 The said contractor further agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

15. Warranty:

15.1 Municipality(ies) requires a one-year warranty from the date of acceptance to correct at no additional cost to the Municipality(ies) any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid. Should manufacturer's, product's or bidder's warranty extend longer than Municipality(ies) one year requirement, the remaining term of the bidder's warranty will be in effect at the conclusion of the Municipality(ies) required warranty.

15.2 Municipality(ies) do(es) not accept exceptions to implied warranties of suitability or merchantability. Municipality(ies) do(es) not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

16. Governing Laws and Regulations:

16.1 The bidder is required to comply with all applicable provisions of the laws of the Municipality(ies), the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

16.2 The bidder's special attention is called to those laws and requirements set forth below:

16.2.1 Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Exemptions from local requirements only for employers with less than 25 employees; for non-construction contracts of less than \$2,500 (unless vendor does more than \$10,000 in business with the County in a year) and for construction contracts of less than \$10,000.

16.2.7 For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. ~~The selected contractor will certify their intent to comply with the Municipality(ies) storm water management program.~~

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

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

- (a) Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

17. Assignment

17.1 The contractor is prohibited from assigning, transferring, subletting or otherwise disposing of the contract awarded from this bid without the previous written consent of the Municipality(ies) Purchase Director or in any case where “Municipality” refers solely to the City of Syracuse or the Syracuse City School District, without the previous consent of the Mayor and the Common Council.

18. Termination/Default/non-performance:

18.1 In case of the default by the bidder or Contractor, the Municipality(ies) may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

18.2 The Municipality(ies) may terminate this agreement with cause upon notification in writing.

18.3 The Municipality(ies) further may terminate the contract without cause on 30 days notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.



SOLVAY BANK

1537 Milton Avenue
Solvay, NY 13209

Paul P. Mello, CPA
President & Chief Executive Officer

Phone (315) 468-1661
Fax (315) 488-9175
Member FDIC

January 31, 2013
Irrevocable Letter of Credit: #13-0005

Town of Cicero
8236 Brewerton Road
Cicero, NY 13039

Attn: Shirley Stewart
Re: Collection and Disposal of Rubbish

Gentlemen:

We hereby establish our **Irrevocable Letter of Credit #13-0005** for the benefit of the Town of Cicero for a sum not exceeding an aggregate of **Eight Hundred Twenty Six Thousand One Hundred Fifteen and 00/100 U.S. Dollars (\$826,115.00)** for the account of **Syracuse Haulers Waste Removal, Inc., 6223 Thompson Road, Suite 1000, Syracuse, New York 13206.**

This sum is available by your drafts, at sight, at 100% of the amount stated in each draft. Each draft bearing our Letter of Credit #13-0005 shall be accompanied by your statement, certified by the Supervisor or attorney, setting forth the extent to which Syracuse Haulers Waste Removal, Inc., has failed to comply with its agreement with you, with respect to collection and disposal of rubbish.

The period of this Letter of Credit is from **January 31, 2013 through December 31, 2013.** It is a condition of this Letter of Credit that it shall be automatically extended for an additional period of one year from the present or future expiration date hereof, with the **Ultimate Expiration date of December 31, 2015** unless thirty (30) days prior to such date we notify you in writing by Certified Mail that we elect not to renew this Letter of Credit for such an additional period.

We hereby agree that any drafts drawn in compliance with the above mentioned agreement, in this Letter of Credit #13-0005, will be duly honored upon presentation and delivery of the statement provided for herein. All drafts must be drawn and presented at our main office 1537 Milton Avenue, Solvay, New York before the close of business December 31, 2013. All drafts drawn under this credit must bear on their face the Clause **"Drawn under Solvay Bank Irrevocable Letter of Credit #13-0005 effective January 31, 2013."**

This Letter of Credit cannot be reduced or released prior to the ultimate expiration date of December 31, 2015, without a resolution by the Town Board of Trustees.

This credit is subject, so far as applicable, to the "Uniform Customs and Practices for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600".

Very truly yours,
SOLVAY BANK

Pat Carbone
Vice President

CERTIFICATE OF INSURANCE
THIS CERTIFIES to the Onondaga County Executive Dept. Division of Purchase
 421 Montgomery Street, Syracuse, NY 13202

That the following described policies have been issued to, and are in force now for:

NAME & ADDRESS Syracuse Haulers Waste Removal, Inc.
 OF INSURED: 6223 Thompson Rd, Suite 1000 Syracuse NY 13206
 COVERING BID. REF. #7586 - Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero

<u>KIND OF INSURANCE</u>	<u>COMPANY & POLICY NO.</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
(X) Workers Compensation	Separate Certificate/Affidavit needs to be attached-NYS form, CI05.2, U26.3, SI-12 or GSI 105.2.		Statutory
(X) Disability Benefits Law	Separate Certificate/Affidavit needs to be attached-NYS form DB120.1 or DB155.		Statutory
(X) Commercial General Liability	Great Divide Ins. Co @LP01522295-12	11/7/12 - 11/7/13	CSL of \$1,000,000 Occ/\$1,000,000 Agg In The Primary Policy
(X) Commercial Auto Liability	Great Divide Ins. Co BAP1522293-11	11/7/12 - 11/7/13	CSL of \$1,000,000 Occ/\$1,000,000 Agg In The Primary Policy
() Owner's Protective Liability			CSL of \$2,000,000 per Occ In The Primary Policy
() Umbrella			

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

- The above policies will not expire and/or nonrenew, be canceled for any reason or restricted in coverage until at least thirty (30) days prior written notice has been given, by certified mail, to the Onondaga County Division of Purchase.
- The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
- Personal injury liability coverage is provided under bodily injury liability insurance.
- Broad-form property damage coverage is provided.
- The above described policies have been endorsed as necessary to provide the limits of liability indicated.
- Automobile liability coverage applies to owned, nonowned, and hired automobiles.
- The CGL and Auto policies have been endorsed to include the Town of Cicero and the County of Onondaga as an additional insured.
- A cross liability endorsement is provided in the CGL and Auto policies.

ENV Property - Casa Hg LLC
 NAME OF INSURANCE AGENCY

7787 Oswego Rd (Linc Ave) NY 13090
 ADDRESS OF INSURANCE AGENCY

[Signature]
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

315 622-2931
 PHONE NO.

1/21/13
 DATE



County of Onondaga
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse, New York 13202-2989
(315) 435-3458
Fax (315) 435-3424

Joanne M. Mahoney
County Executive

Sean Carroll
Director

#4
Sept Handlers

(Revised 8/23/12)

BID REFERENCE 7586

Date: August 14, 2012

BID PROPOSAL

Sealed bids for furnishing the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero Service will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on September 28, 2012.

Specifications submitted on call. Onondaga County reserves the right to reject any or all bids.

No Bid Security is required.

No Performance Security is required.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Town of Cicero


Sean Carroll
Director

SPECIAL CONDITIONS

(Revised 8/23/12)

Term: The term of the resulting blanket contract shall be from January 1, 2013 through December 31, 2015.

Renewal: The contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties.

Extension: The County reserves the right to extend the period of the contract sixty (60) days beyond the specified expiration date of the contract.

Payment: Payment will be processed monthly with select contract release forms and vendor invoices.

Award: The Contract will be awarded by the Town Board to the lowest responsive, responsible bidder subject to such bidder applying, qualifying, and obtaining a municipal hauler license from the Town of Cicero and an Agency hauler permit from the Onondaga County Resource Recovery Agency within seven (7) days after notification of award of the Contract.

The Town Board, in determining the lowest responsible bidder, shall consider past performance in supplying such services in the Town of Cicero and in any other area or municipality where the bidder has rendered such service. Past failure to collect solid waste and recyclables in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service without just cause in the opinion of the Town Board shall be full and sufficient reason for the Town Board of the Town of Cicero to reject the bid on the basis that the bidder is not a qualified responsible bidder.

Bid Results: Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person: Please refer any questions to Mr. Sean Carroll, Director of Purchase, (315) 435-3458.

MINIMUM SPECIFICATIONS

(Revised 8/23/12)

Scope: Provide the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero as specified below.

Service

The Contractor is responsible for collections on public and private roads that make up the area for Contract No.9 of Refuse Collection District No.1. This area is shown on the Map included in the Contract Documents. Maintenance of private roads and snow removal from private roads are the responsibilities of the road owner(s). The Contractor shall not be held liable for damages on these roads. The Town shall provide each private road Customer with an outline of this policy.

Stops to include:

- 1-Family House – 9,299
- 2-Family House – 99
- 3-Family House - 14
- Farm (1 family) – 110
- Seasonal (1 family) – 92
- Mobil Home (1 family) – 17
- Multiple Residences – 44
(assume 2 - one family)
- Small Business w/home - 44

Intent of the Contract

The Contractor shall operate in accordance with all the applicable laws, rules and regulations of the United States, New York State, Onondaga County, the Town of Cicero and the Onondaga County Resource Recovery Agency.

Vendor Requirements

- The Vendor will verify that all drivers have clean drivers licenses, defined as no more than 2 points.
- No driver who has had a DWI and DWAI in the last five years will be permitted to drive for Cicero.
- The Vendor will certify that no employee has been convicted of a felony.
- The Vendor will be responsible for background checks and fingerprints on all employees through insurance carrier and driving records; and background checks will be available for audit by the client.
- Vendor shall also comply with the NYDOT LENS program.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

- Vendor must not exceed a rating of 70% on the Federal motor carrier Safety Administration – Safety Measurement System.
- Vendor must also submit their worker's compensation rate from their insurance company and will provide any and all safety programs and compliance with the same.

Equipment

All garbage trucks used by the Contractor shall comply with Part 301 of the NYS Vehicle Traffic Law and Part 79 of the Commissioners Regulations (NYS Inspection Program). Trucks shall not be older than seven (7) years old and will be in good repair. The Vendor will be responsible for making the maintenance records of all vehicles available to the Town of Cicero. The Vendor will be prepared to replace any truck pulled off a route for service and may not reduce service. All solid waste handled under these Contracts shall be collected, hauled and transported in fully enclosed, water tight, steel body, packer-type garbage trucks in good condition and repair. Trucks shall be either rear or side loaded. Note: Front end loading collection vehicles are not acceptable. Recyclables shall be collected in a unitized vehicle specifically made for this purpose. Note: Tag along recyclable trailers are not acceptable.

Backing collection vehicles down through streets and cul-de-sacs providing full turning radius during collection of refuse and recyclables will not be allowed. When backing a vehicle is unavoidable such as a dead-end street, a second employee of the Contractor must exit the vehicle and direct the driver's path to ensure safety.

Emergency Calls

The Contractor shall provide the Owner with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to rectify problems created by the Contractor.

Meetings

Prior to commencing any work, the Contractor shall attend a meeting at a place and time designated by the Owner to discuss the implementation of the terms and conditions of this Contract. Progress and coordination meetings shall be held as required by the Owner, with the Contractor's supervisory representatives with decision making authority, in attendance.

Disposal

The disposal of all solid waste and recyclables collected shall be the responsibility of the Contractor. All solid waste collected by the Contractor shall be transported to the Onondaga County Resource Recovery Agency (OCRRA) Waste to Energy Plant on Rock Cut Road in the Town of Onondaga, New York. All recyclables shall be transported to an OCRRA approved materials recycling facility. All costs associated with the disposal of solid waste collected under this Contract is the Contractor's responsibility. All credit due for the disposal of recyclables collected under this Contract shall accrue to the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Pick-up Location

All collections shall be made from just outside the pavement or concrete valley gutter and emptied containers and receptacles shall be returned to just outside the pavement or concrete valley gutter in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. The Contractor shall not pick up solid waste or recyclables from any resident's, business owner's, or homeowner's ("Customer") house or backyard or any where other than as is specified in this paragraph.

Damage

All work performed by the Contractor shall be performed in a good and workmanlike manner approved by the Town. The Contractor shall faithfully perform and fulfill the Contract and the Contractor shall not sublet or assign any part of its duties hereunder without the written consent of the Town. If, in the opinion of the Town Supervisor, the Contractor shall fail in any manner to properly perform any part of the Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same and the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. Should the Town make a Customer whole on damages caused by the Contractor, the Town will deduct costs from the Contractor's next payment request. In addition, the Town will charge an additional \$50 administrative fee per incident. The Town shall provide the Contractor with receipts for any work performed.

Time of Collection

Collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. only. The successful Contractor shall establish a specified day of the week (Tuesday through Friday) for collections of all solid waste, including recyclables, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall and shall provide to each Customer written notice of the scheduled collection day and the holidays to be observed. Saturday collection will be allowed during those weeks a legal holiday falls on the regularly scheduled collection day. In order to balance the number of stops for each collection day, the Contractor may split one or more areas whereby solid waste and recyclables are collected on two days. In doing this, the Contractor shall not split neighborhoods. The Town shall approve the Contractor's routes and schedule. The Contractor will not be allowed to modify the routes and schedule during the two (2) year term of this Contract. All correspondence to the Customers shall be reviewed and approved by the Supervisor prior to being sent to the Customers. The collection schedule shall be filed with the Supervisor prior to commencement of this Contract.

Default in Collection

In the event that solid waste and recyclables are not collected at the times and places designated in the Contract, or within twenty four hours of notification from the Town, the Town may collect the same by using an independent contractor and the Town will deduct monies owed the Contractor the greater of the actual cost of collection as charged by the independent Contractor or \$100 per hour plus tipping fees, if applicable, for each occasion of default. In addition, the Town may withhold \$50 for each substantiated violation of the Contract provisions.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Additional Town Remedies

In addition to the remedies provided in GP-3.02, if the Contractor shall fail to perform any term, covenant or condition to be observed and performed under this Contract, or if the Contractor is otherwise in default under GP-3.02 without limiting any other remedy available to it, the Town may, at its option, terminate the Contract upon at least ten (10) days notice to the Contractor, perform said term, covenant or obligations on the account of the Contractor, and/or commence appropriate legal proceedings, and any and all expenses or liability thereby incurred by the Town, including without limitation, reasonable attorney fees, together with interest thereon at the then maximum lawful rate per year from the date incurred by the Town to the date the Town receives reimbursement from the Contractor, shall be due and payable from the Contractor upon demand of the Town, it being agreed that at its option, the Town may deduct all such amounts due it from funds otherwise payable to the Contractor under this Contract. Nothing in this paragraph shall limit the Owner's remedies under GP-3.02.

New Houses

As new houses are constructed and occupied within the Town, the Contractor shall commence pickup service. At each anniversary date of the Contract, the contract price will be adjusted on a prorated basis to take into account new houses constructed in the previous year.

Included and Excluded Materials

The Contractor shall be responsible for the pickup and disposal of solid waste and recyclables as defined in Section 177-2 of the Town Code of the Town of Cicero and the Onondaga County Resource Recovery Agency.

The following materials are specifically excluded from this Contract and shall not be picked up by the Contractor under the terms of this Contract:

- Construction and demolition debris;
- Hazardous, pathological, toxic, explosive or radioactive waste;
- Major appliances, otherwise known as "white goods";
- Medical waste;
- Yard and garden waste;
- Tires;
- Batteries (wet cell);
- Human waste;
- Junked autos and other vehicles

The Contractor shall, however, pick up and dispose of the following items at the request of the Customers and at the fees at or below those listed below. Payment, at or below the listed prices, shall be made by the Customer with direct billing by the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Maximum Price (each)

Hot water tanks, stoves, washers, dryers	\$50.00
Refrigerators, air conditioners, freezers, dehumidifiers	\$80.00
Bathroom fixtures (toilets, sinks, tubs)	\$40.00
Tires	\$8.00
Rugs, furniture, construction and demolition debris	Quoted upon request

The Contractor shall provide a price list to the Customers for these additional services at the beginning of the Contract and whenever other information is sent to the Customers. Nothing in this paragraph shall be construed as granting the Contractor an exclusive right to collect these items and the Contractor will note such on the price list provided to the Customers. All information sent to the Customers shall be reviewed and approved by the Town Supervisor.

Recyclables

The Contractor shall collect recyclables designated by OCRRA and contained in "blue bin" recycling containers. All recyclables shall be collected once a week on the same day as the scheduled pickup of solid waste.

Adjustment in Contract Price

If the tipping fee at the OCRRA facility (\$60/ton with a \$4/ton rebate for 2005) is increased or decreased more than the amount specified above during the term of this Contract, the monthly payment owing to the Contractor hereunder shall thereafter be adjusted upwards or downwards, as the case may be, by an amount equal to the product obtained by multiplying (a) the actual monthly tonnage of solid waste (excluding recyclables) collected hereunder and brought by the Contractor to the OCRRA facility following the effective date of any such adjustments by (b) the dollar amount of the adjustment to the tipping fee. In the event of any such adjustment, the Contractor shall furnish the Owner with an accurate record of such actual monthly tonnage of solid waste. If such a record is not furnished or cannot be corroborated by the Town Engineer, the Town Engineer may estimate such tonnage for purposes of calculating the appropriate adjustment to the monthly payment.

If, during the terms of this Contract, OCRRA, through a rebate or otherwise, reduces the Contractor's cost of disposing of solid waste (excluding recyclables) at the OCRRA facility which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing to the Contractor shall thereafter be adjusted equitably by the Owner to reflect such reduction, after consultation with the Contractor. If, during the term of this Contract, the County of Onondaga and/or OCCRA imposes a new or additional per household tax, user fee, "green fee" or other similar charge upon the Town and/or Town Customers, which is not reflected in a corresponding reduction in tipping fees, or a rebate to the Contractor, or other similar reduction in the Contractor's cost of disposing of refuse (exclusive of recyclables) at the OCCRA facility, the Contractor and the Town shall negotiate an agreement so as to reasonably offset any increase in cost to Town Customers.

For the purpose of this Contract, the Contractor shall assume the tipping fee will remain the same in 2014 as in 2013.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Containers and Toters

Customer shall comply with Section 177-12 of the Town Code regarding receptacles. Containers holding trash for pickup shall be covered rigid plastic or metal which, including contents, shall not weigh more than 75 lbs.

The Contractor may rent toters to Customers at a cost not to exceed \$52 per calendar year (billed at no interval greater than once per calendar year) or may sell toters to Customers at a cost approved by the Town.

The Contractor shall use proper care in the handling and emptying of such containers and receptacles so that the same are not unnecessarily damaged or destroyed. In the event of damage or destruction caused by the Contractor, the Contractor shall replace such receptacle at the Contractor's own cost and expense, or make financial restitution therefore, and deliver same to the owner of the damaged container or receptacle within three (3) business days after notification by the Town Supervisor of a valid claim.

Notification to Customers

The Contractor shall provide to each Customer, via the United States Postal Service, written notice of the scheduled collection days, the Town regulations regarding the collection and disposal of refuse, garbage and recyclables and any other information required by the Town. The Contractor will be provided with a letter outlining the Town regulations and other information the Town may require the Contractor to provide. The Contractor shall complete such mailing by December 1, prior to the start of each year for the duration of this Contract.

No deviation shall be made from the established collection days without the prior written approval of the Supervisor. The Contractor shall also make every attempt to notify, in writing, each Customer of any approved deviation. The Town will provide a list of the Customers and addresses in each service area for use by the Contractor. The costs of all mailings shall be paid for by the Contractor

Complaints

The Contractor is responsible for all Customer complaints and will document complaints received on a form provided by the Town. Copies of the forms shall be sent weekly to the Town. At the beginning of this Contract and at the start of any extension period, the Contractor will provide Customers at least one phone number and contact person for complaint purposes. The Town shall have right to withhold \$5,000.00 in payment for each legitimate Customer complaint, whether or not resolved by the Contractor. In the event a legitimate complaint as determined by the Town Supervisor is not resolved in three (3) business days, the Town shall have the right to withhold an additional \$5,000.00.

Environmental

The Contractor shall be responsible for the protection of the environment during the performance of the Contract. Any action taken and/or funds expended by the Owner to address or correct environmental violations, caused by the operations of the Contractor, shall be recovered by the Town from the Contractor.

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

Map

The map provided in the Contract Documents is for reference only and may not show all private roads. It is the Contractor's responsibility to provide service to all Customers whether located on a public or private road and whether or not located on the map provided in the Contract Documents.

Contractors Representative

The Contractor shall designate one employee of the Contractor to be the Contractor's Representative. This person shall be the principal contact with the Town, be available during normal business hours, have the authority to make decisions regarding the execution of the Work and be able to resolve problems arising from the Contractor's performance. Failure of the Contractor to designate a Contractor's Representative with the above referenced abilities or a suitable replacement, if necessary, shall subject the Contractor to a \$100 per day penalty which will be withheld from any monies due the Contractor.

PROPOSAL AND SIGNATURE PAGE

(Revised 8/23/12)

Director of Purchasing
 Onondaga County Division of Purchase
 421 Montgomery St.
 Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids) and the Fair Employment reporting requirements (16.2.6). I am authorized by my company to make this commitment.

REFER TO PRICING PAGES

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

- No. 1 Dated: 8/23/2012
- No. 2 Dated: 8/28/2012
- No. 3 Dated: 9/10/2012
- No. 4 Dated: 9/12/2012

Signature: [Handwritten Signature]
 Printed Name: Rocco A. Grosso
 Title: President

Firm Name: Syracuse Haulers Waste Removal, Inc. Contact person: Rocco A. Grosso
 Address: 6223 Thompson Rd, Suite 1000 Phone: 315.426.6771
Syracuse NY 13206

Purchase Order Address (if different than above): _____ Fax Number: 315.426.6770

Federal ID Number: 16-1451841

E-Mail Address: kbeverine@syracusehaulers.com

***This page Must be Signed and Returned
 or your bid will be declared Informal!***

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

ADDENDUM NO. 1

BID REF. 7586
FOR: Refuse Collection and Disposal
DEPARTMENT: Town of Cicero
OPENING DATE: September 12, 2012

The Town of Cicero is no longer dividing its refuse removal into four Service Areas A, B, C, and D. Please treat this as one region as reflected by the map.

Bid Proposal Page – Please remove Service Areas “A”, “B”, “C” and “D” within the Town of Cicero.

✓ Page 2 – Award change to the “Contract”

✓ Page 3 – under Scope – please remove Service Areas “A”, “B”, “C” and “D” within the Town of Cicero.

Service Areas – change to Service and remove “within Service Areas “A”, “B”, “C” and “D”

Change Service Area Stops to “Stops to include” and combine quantities.

✓ Page 5 – Time of Collection – remove all references to Service Areas.

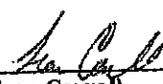
✓ Page 9 – Map – Remove “in the Service Area”

Pages 10 - 11 – Pricing Pages – Delete Individual Pricing for Service Areas “A”, “B”, “C” and “D”. Pricing shall just be an annual charge.

Note: Pages 3-12 have been renumbered. Please replace the original Bid Proposal Page and Pages 2 through Page 12 with the revised pages attached.

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: August 23, 2012

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

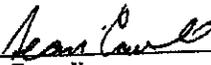
ADDENDUM NO. 2

BID REF. 7586
FOR: Refuse Collection and Disposal
DEPARTMENT: Town of Cicero
OPENING DATE: September 12, 2012

This is notification that the above referenced bid opening date will remain the same. The September 28, 2012 date that was referenced on the Bid Proposal page of Addendum No. 1 was in error.

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: August 28, 2012

ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202

ADDENDUM NO. 3

BID REF. 7586
FOR: Refuse Removal
DEPARTMENT: Town of Cicero
OPENING DATE: September 17, 2012

Please change the bid opening date From: September 12, 2012
To: September 17, 2012

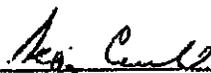
On the cover page of the bid, please change the following clauses:

Delete "No Bid Security is required" and add "A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Onondaga, or cash, in the amount of twenty-five thousand dollars (\$25,000.00) must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into."

Delete "No Performance Security is required" and add "The successful bidder will be required to furnish a performance surety bond issued by a bonding company authorized to do business in New York State in the amount of Fifty Percent (50%) of the annual cost of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the County of Onondaga, for deposit with the County Department of Finance are the only acceptable alternate forms of performance guarantees in lieu of a performance bond."

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: September 10, 2012

**ONONDAGA COUNTY
EXECUTIVE DEPARTMENT
DIVISION OF PURCHASE
421 MONTGOMERY ST.
SYRACUSE, NY 13202**

ADDENDUM NO. 4

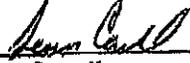
BID REF. 7586
FOR: Refuse Removal
DEPARTMENT: Town of Cicero
OPENING DATE: September 20, 2012

Please change the bid opening date From: September 17, 2012
To: September 20, 2012

Page 5 - Time of Collection - Please change (Tuesday through Friday) to read (Monday through Friday)

All else remains the same.

END OF ADDENDUM



Sean Carroll
Director

DATE: September 12, 2012

MINIMUM SPECIFICATIONS (Con't.)

(Revised 8/23/12)

(revised 9/12/12)

Pick-up Location

All collections shall be made from just outside the pavement or concrete valley gutter and emptied containers and receptacles shall be returned to just outside the pavement or concrete valley gutter in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. The Contractor shall not pick up solid waste or recyclables from any resident's, business owner's, or homeowner's ("Customer") house or backyard or any where other than as is specified in this paragraph.

Damage

All work performed by the Contractor shall be performed in a good and workmanlike manner approved by the Town. The Contractor shall faithfully perform and fulfill the Contract and the Contractor shall not subcontract or assign any part of its duties hereunder without the written consent of the Town. If, in the opinion of the Town Supervisor, the Contractor shall fail in any manner to properly perform any part of the Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same and the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. Should the Town make a Customer whole on damages caused by the Contractor, the Town will deduct costs from the Contractor's next payment request. In addition, the Town will charge an additional \$50 administrative fee per incident. The Town shall provide the Contractor with receipts for any work performed.

Time of Collection

Collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. only. The successful Contractor shall establish a specified day of the week (Monday through Friday) for collections of all solid waste, including recyclables, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall and shall provide to each Customer written notice of the scheduled collection day and the holidays to be observed. Saturday collection will be allowed during those weeks a legal holiday falls on the regularly scheduled collection day. In order to balance the number of stops for each collection day, the Contractor may split one or more areas whereby solid waste and recyclables are collected on two days. In doing this, the Contractor shall not split neighborhoods. The Town shall approve the Contractor's routes and schedule. The Contractor will not be allowed to modify the routes and schedule during the two (2) year term of this Contract. All correspondence to the Customers shall be reviewed and approved by the Supervisor prior to being sent to the Customers. The collection schedule shall be filed with the Supervisor prior to commencement of this Contract.

Default in Collection

In the event that solid waste and recyclables are not collected at the times and places designated in the Contract, or within twenty four hours of notification from the Town, the Town may collect the same by using an independent contractor and the Town will deduct monies owed the Contractor the greater of the actual cost of collection as charged by the independent Contractor or \$100 per hour plus tipping fees, if applicable, for each occasion of default. In addition, the Town may withhold \$50 for each substantiated violation of the Contract provisions.



County of Onondaga
Executive Department

(Revised 8/28/12)

Division of Purchase

John H. Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse, New York 13202-2989
(315) 435-3458
Fax (315) 435-3424

Joanne M. Mahoney
County Executive

Sean Carroll
Director

(revised 9/10/12)

BID REFERENCE 7586

Date: August 14, 2012

BID PROPOSAL

Sealed bids for furnishing the Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Cicero Service will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on September 17, 2012.

Specifications submitted on call. Onondaga County reserves the right to reject any or all bids.

A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Onondaga, or cash, in the amount of twenty-five thousand dollars (\$25,000.00) must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into.

The successful bidder will be required to furnish a performance surety bond issued by a bonding company authorized to do business in New York State in the amount of Fifty Percent (50%) of the annual cost of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the County of Onondaga, for deposit with the County Department of Finance are the only acceptable alternate forms of performance guarantees in lieu of a performance bond.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Town of Cicero


Sean Carroll
Director



**Onondaga County
Executive Department**

Division of Purchase

JOANNE M. MAHONEY
County Executive

*John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458
FAX (315) 435-3424*

SEAN P. CARROLL
Director

TO: Vendors, Bid number 7586, Town of Cicero Refuse Removal
FROM: Sean Carroll, Purchasing Director
DATE: September 19, 2012 *Slc*
RE: Bid Sheet Clarification

Regarding bid 7586, addendum number one was issued with a revised pricing sheet. This memo is provided as a matter of clarification. The annual amount line should represent the annual charge for all units presented on page 3 of the addendum. All other lines are informational. While a number of houses appears on each informational line – this is a misprint, Please offer informational pricing to add or subtract one (1) of each type of unit. This informational material will not be used to determine low bidder but will become contractual with the successful bidder.

PRICING PAGES

(Revised 8/23/12)

Furnish Refuse Collection for the Town of Cicero as specified.

Annual Charge

ONE MILLION SIX HUNDRED FIFTY TWO THOUSAND TWO HUNDRED THIRTY DOLLARS (words) \$ 1,652,230.00 (figures)

Add or Delete Per House

1-Family House - 2,155

Price per month: EIGHTEEN DOLLARS PER UNIT (words) \$ 18.00 (figures)

2-Family House - 21

Price per month: TWENTY FOUR DOLLAR PER UNIT (words) \$ 24.00 (figures)

3-Family House - 1

Price per month: THIRTY DOLLARS PER UNIT (words) \$ 30.00 (figures)

Farm (1 family) - 12

Price per month: TWENTY DOLLARS PER UNIT (words) \$ 20.00 (figures)

Seasonal (1 family) - 0

Price per month: EIGHTEEN DOLLARS PER UNIT (words) \$ 18.00 (figures)

PRICING PAGES (Con't)

(Revised 8/23/12)

Mobil Home (1 family) - 2

Price per month: EIGHTEEN DOLLARS PER UNIT \$ 18.00
(words) (figures)Multiple Residences - 6
(assume 2 - one family)Price per month: TWENTY FOUR DOLLARS PER \$ 24.00
(words) UNIT (figures)Small Business w/home - 7
(assume 2 - one family)Price per month: TWENTY FOUR DOLLARS PER UNIT \$ 24.00
(words) (figures)