



County of Onondaga
Executive Department

(revised 3/6/14)

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: 7991

Date: February 18, 2014

BID PROPOSAL

Sealed bids for furnishing Curbside Brush Collection and Disposal for the Town of Cicero 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 March 19th, 2014.

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

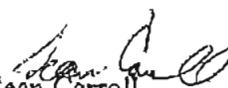
A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Onondaga, or cash, in the amount of Five Percent (5%) of the contract must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into.

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 Twenty-Five Fifty Percent (25%) of the amount of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the Town of Cicero for deposit are the only acceptable alternate forms of performance guarantees in lieu of a performance bond.

Refer to Instructions to Bidders/General Conditions – Section 2 for details on bid and performance securities.

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

Department: Town of Cicero

Contract No. 147991

AGREEMENT

The Town of Cicero (Town) and ONSITE DEVELOPMENT LLC (Contractor), 2970 US Route 11, Parish, New York 13131 agree that:

Contractor will furnish to Town goods, equipment, work, and services, and Town 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/Town and Contractor about Bid Reference 7991, which writings, including County's/Town's bid proposal and Contractor's bid, are incorporated by and part of this agreement.

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

Dated: 4/21/14

Jessica Zambrano
Town of Cicero

By:
Tracy H. Cosilmon, Town Clerk

Dated:

ONSITE DEVELOPMENT
Jonathan Waite
By: Jonathan Waite, Member

Form 1

State of new York
County of onondaga ss.:

On the 21st day of April in the year 2014 before me the undersigned, personally appeared Jessica Zambrano, 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 she (he or she or they) executed the same in her (his or her or their) capacity(ies), and that by her (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.

TERESA L. LUKE
NOTARY PUBLIC, STATE OF NEW YORK
LIC. #0111818081
COMM. EXP. 08/2016
COMMISSION IN ONONDAGA COUNTY

Teresa L. Luke
TOWN OF CICERO
TOWN CLERK

TOWN OF CICERO
TOWN CLERK

State of New York
County of Oswego ss.:

On the 21st day of April in the year 2014 before me personally came Jonathan Waite, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in 2970 US Rt. 11 Parish, NY 13131 (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the member (must be corporation's president or other officer or attorney-in-fact duly appointed) of Onsite Development LLC, the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

TERESA L. LUKE
NOTARY PUBLIC, STATE OF NEW YORK
LIC. #0111100001
COMM. EXP. 08/2016
COMMISSION IN ONONDAGA COUNTY

Teresa L. Luke
Teresa L. Luke (TD)

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.

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

ADDENDUM NO. 2

BID REF. 7991
FOR: CURBSIDE BRUSH COLLECTION
DEPARTMENT: TOWN OF CICERO
OPENING DATE: MARCH 19, 2014

QUESTION: Why does the Town require the use of a grapple truck?

ANSWER: Any vendor not providing a grapple truck must prove the capability to pick up and collect all items described in the bid using another means. This will go directly to the determination of a vendor as responsible. This evaluation will be at the Town of Cicero's discretion only.

QUESTION: Will the Town consider a one year bid and performance bond instead of a two year term?

ANSWER: Yes, the Town will accept a one year bid bond and one year performance bond.

QUESTION: Is all waste associated with this contract required to be processed through an OCCRA facility? If not, is the successful vendor required to obtain OCCRA permits or certifications?

ANSWER: Onondaga County has a statute requiring that all solid waste produced by a municipality is directed to OCCRA. As the waste described in this bid appears to meet the definition of solid waste according to the NYSDEC, OCCRA dumping is a prerequisite.

END OF ADDENDUM



Sean Carroll
Director

DATE: MARCH 11, 2014



County of Onondaga
Executive Department

Division of Purchase

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421 Montgomery Street
Syracuse, New York 13202-2989
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Joanne M. Mahoney
County Executive

Sean Carroll
Director

BID REFERENCE: 7991

Date: February 18, 2014

BID PROPOSAL

Scaled bids for furnishing Curbside Brush Collection and Disposal for the Town of Cicero 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 March 11th, 2014.

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 Five Percent (5%) of the contract 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 Twenty-Five Fifty Percent (25%) of the amount of the contract as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the Town of Cicero for deposit are the only acceptable alternate forms of performance guarantees in lieu of a performance bond.

Refer to Instructions to Bidders/General Conditions – Section 2 for details on bid and performance securities.

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

Term: The term of the resulting blanket contract shall be for two (2) ten (10) month periods from March 31, 2014 through January 31, 2015 and March 31, 2015 through January 31, 2016.

Renewal: The contract may be renewed under the same terms and conditions for two (2) additional ten (10) month period 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.

Pre-Bid Meeting: A pre-bid meeting will be held at 10am on February 25th, 2014 at Onondaga County Division of Purchase, John H. Mulroy Civic Center, 13th Floor; 421 Montgomery Street, Syracuse, NY 13202. Bidder's attendance at this meeting is strongly recommended to understand the scope of the project.

Award: Award will be made by the Town of Cicero 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. This shall be done within seven (7) days after notification of award of the contract.

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

Auditing: The Town of Cicero reserves the right to audit the successful Contractor's vehicle log books and safety records.

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. Andrew Trombley, Deputy Director of Purchase, (315) 435-5631.

MINIMUM SPECIFICATIONS

Scope: Provide the Collection and Disposal of Brush for the Town of Cicero as specified below.

Note: 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.

Materials to be Collected

Materials to be collected shall include all brush, leaves, grass clippings, cuttings, limbs, sticks, branches and Christmas trees. Trees; whether trunks, limbs or root balls shall be no larger than twelve inches in diameter and six feet long.

Excluded Materials

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

- Refuse/Solid Waste
- Recyclables
- Construction and Demolition Debris
- Hazardous, pathological, toxic, explosive or radioactive waste
- Major appliances, otherwise known as "white goods"
- Medical Waste
- Tires
- Batteries (wet cell)
- Human Waste
- Junked Autos and Other Vehicles
- Mulch

Service Areas

The Contractor is responsible for collections on public roads which make up the service area for this contract. The Service areas are shown on the Map included in these documents. This Map is for reference only. It is the Contractor's responsibility to provide service to all customers in the service area.

MINIMUM SPECIFICATIONS (Con't)

Collection of Brush shall be from approximately the following in the Town of Cicero:

- 9,900 – one family houses
- 104 – two family houses
- 16 – three family houses
- 2 – small businesses

Schedule of Service

The successful Contractor shall establish a specified day of the week (Monday through Friday) for collections of Brush within the Town, together with a deviation from the scheduled collection days 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 Brush is collected on two days in a Service Area. In doing this the Contractor shall not split neighborhoods. The Town Supervisor shall approve the Contractor's routes and schedule. The Contractor will not be allowed to modify the routes and schedule without the approval of the Supervisor. All correspondence to the Customers shall be reviewed and approved by the Supervisor prior to the being sent to the Customers. The collection schedule shall be filed after approval of the Supervisor prior to commencement of this Contract.

If the Town of Cicero determines the Contractor has missed a street the Contractor will be responsible for returning to the identified street for pickup within twenty-four (24) hours.

Note: In the event of a weather emergency as defined by the Town Supervisor of the Town of Cicero, the Contractor will be responsible for rescheduling service pickups in the affected areas.

Sample schedule of service is as follows:

- March 31, 2014 through November 15, 2014 – areas West of South Bay Road pickup 1st full week and 3rd week of the month.
- Areas East of South Bay Road pickup 2nd and 4th week of the month.
- Note: There will be no pickup the 5th week of the month in June and September (June 30th-July 4th, 2014; September 29th- October 3rd 2014; June 29th-July 3rd 2015; August 31st-September 4th 2015
- No pickup after November 15 or each year or on Holidays
- Christmas tree pickup January 6 – January 31, 2015. Every week.

The successful Contractor shall adhere to the schedule as indicated above or as mutually agreed upon for the duration of the awarded contract, collection routes, and the specified day of the week for collection on each route.

MINIMUM SPECIFICATIONS (Con't)

Notification to Customers

Contractor shall provide to each Home Owner written notice of the scheduled collection days; any deviation from the scheduled collection day during the weeks in which legal holidays may fall; the Town regulations regarding the collection and disposal of Brush and any other information required by the Town of Cicero prior to commencement of this Contract. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Cicero.

The Contractor shall notify, in writing, by personal delivery or first class mail, each Home Owner on a collection route of any approved deviation and include a list of specific items that will or will not be collected as part of this Contract and the Contractor's contact information. Each Contractor shall also provide to the Town a copy of said list, prior to commencement of the Contract. Note: The Contractor is **expressly forbidden** to share this list with any other parties.

Note: This notification must be first approved in writing by the Town of Cicero Supervisor and be delivered by April 7th, 2014.

Time of Collection

Collections shall be made between the hours of 6:00 am and 5:00 pm only.

Pickup Location

All collections shall be made from just outside and adjacent to 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 and walkways. Containers must be placed neatly and as close to the curb as possible. The Contractor shall not pickup Brush from any resident's house or backyard or anywhere other than as is specified here.

Disposal

The disposal of all Brush collected shall be the responsibility of the Contractor. The Contractor shall dispose of all collected material at a New York State Department of Environmental Conservation (NYSDEC) approved Composting Facility. Proof of DEC site approval shall be provided prior to commencement of Contract.

Equipment

All materials shall be collected, hauled and transported in steel body trucks in good condition and repair. The Town reserves the right to inspect all vehicles at any time and require trucks determined to be unfit for Town business to be immediately taken out of service. The Contractor shall be responsible to ensure the vehicles taken out of service do not impact service. The Contractor shall use a Grapple Truck and all 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).

MINIMUM SPECIFICATIONS (Con't)

Backing collection vehicles down through streets and cul-de-sacs providing fully turning radius during collection 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.

Containers and Toters

Brush may be placed in covered rigid plastic or metal containers or biodegradable bags which, including the contents, shall not weight more than 75 lbs. each. The Contractor may rent toters to Customers at a cost not to exceed \$65 per calendar year (billed for no more than one calendar year) or may sell toters to customers at a cost approved by the Town of Cicero.

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

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 to address or correct environmental violations cause by the operations of the Contractor, shall be recovered by the Town of Cicero from the Contractor.

Miscellaneous Requirements

- Contractor to submit receipts and/or tickets from the brush disposal facility prior to receiving payment for that month.
- All work performed by the Contractor under this Contract shall be performed in a good and workmanlike manner approved by the Town of Cicero.
- Contractor shall faithfully perform and fulfill the Agreement. Contractor shall not sublet or assign this Contract 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 this Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same, or the Town may alternatively elect to perform or have performed same, in place of Contractor, and in said event, the Contractor shall compensate the Town for any damages and expenses incurred by the Town including, but not limited to, its attorneys' fees, costs and disbursements incurred as a result thereof or in the enforcement of or action for such breach of this Contract, or otherwise as a result of such failure and/or the Town may deduct such damages and expenses from the amounts otherwise payable to the Contractor.
- The Town of Cicero may terminate this Contract upon ten calendar (10) days written notice to the Contractor for any reason whatsoever, with or without cause.

MINIMUM SPECIFICATIONS (Con't)

- 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.

Contract Adjustment

Contract price may be adjusted each contract year to reflect the net amount of any increase or decrease in units to be served during the present contract year, as such number is confirmed in writing by the Town, which shall identify such additional or eliminated units by property address and type of unit. The adjustment of the annual contract price shall be pro-rated and made by dividing the annual contract price of the first year of the term hereunder, by the number of units served during the first year, and multiplying such unit price by the number of units to be served during the then present contract year.

Resolution of Home Owner/Customer Complaints:

The sequence for resolution of customer complaints is as follows:

- Customer should attempt to resolve problem with hauler directly. If Agreement is not reached; the complaint shall be presented to the Town Supervisor. The Town has the authority to unilaterally authorize Town personnel and/or equipment for such services, without prior notice to Contractor and to back charge the Contractor for the services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. This authority may specifically be used (but is not necessarily limited) for the purpose of pick-up in the event the Contractor has not timely provided same.
- In addition to the remedies provided in other sections if the Contractor fails to perform any term, covenant or condition to be observed and performed under this Contract, or if the Contractor is otherwise in default under other clauses 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. The Town may 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 of the new award.
- 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. 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. Nothing in this paragraph shall limit the Owner's remedies under other sections of this document.

MINIMUM SPECIFICATIONS (Con't)

- The Contractor will be responsible for maintaining a written log of customer generated complaints. Included in this log will be: the name and address of the customer, the date of the complaint, the alleged problem, and a description of the resolution including the date and time resolved. At the request of the Town Supervisor, a copy of the written log will be made available to the Town for review.
- The successful Contractor will provide a website address for consumer complaints that can be audited by the Town of Cicero at the Town's request.

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. The designated representative and phone contact information must be included with this bid. 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.

Emergency Calls: The Contractor shall provide the Town with the phone numbers 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.

Contractor Requirements

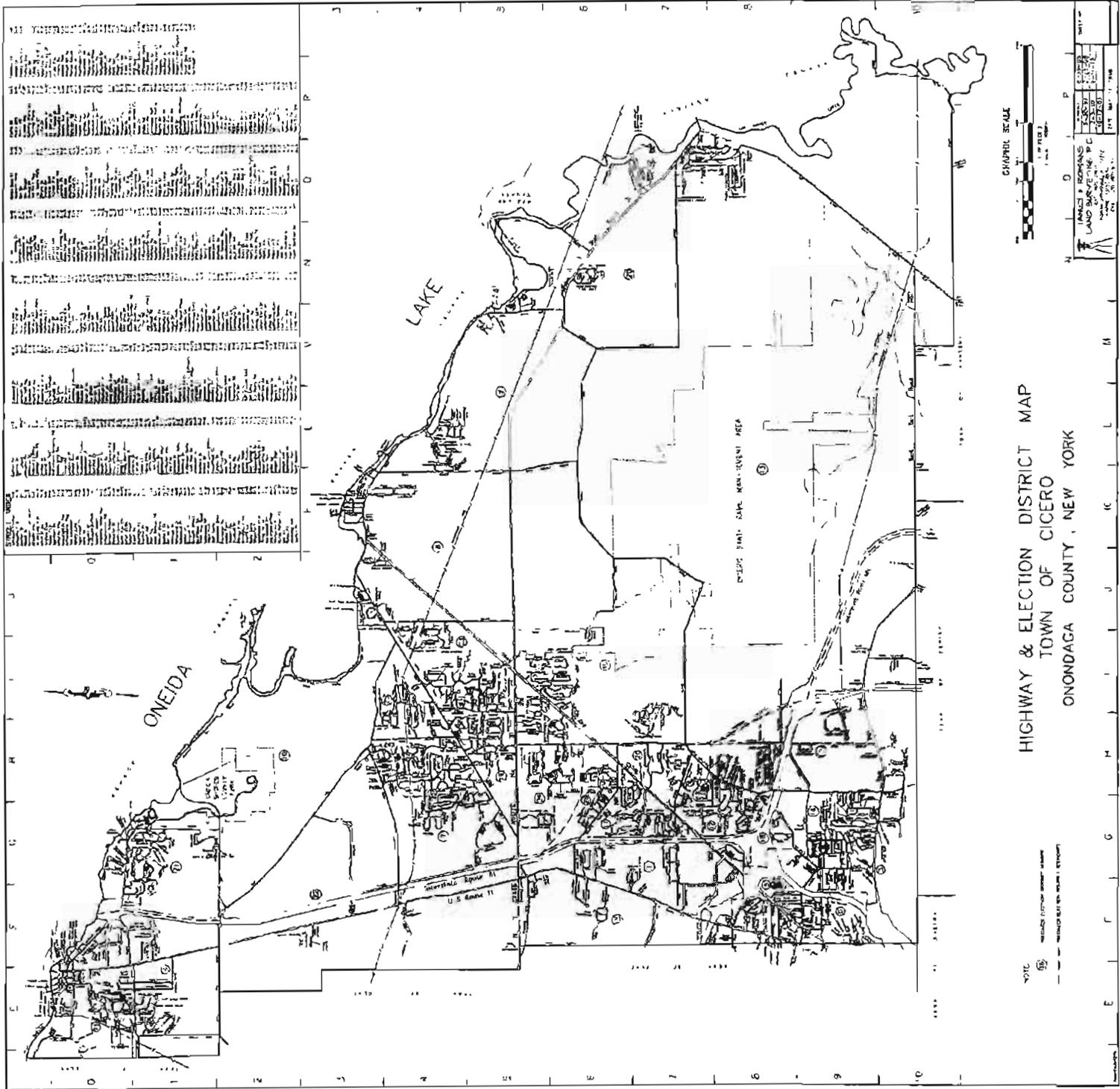
- The Contractor will verify that all drivers have clean drivers licenses, defined as no more than 2 points. The Town of Cicero requires the successful contractor to submit the employee safety records immediately upon request of the Town Supervisor.
- No driver who has had a DWI and/or DWAI in the last five years will be permitted to drive for the Town of Cicero.
- The Contractor will certify that no employee has been convicted of a felony.
- The Contractor 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.
- Contractor shall also comply with the NYDOT LENS program.
- Contractor must not exceed a rating of 70% on the Federal motor carrier Safety Administration – Safety Measurement System.
- Contractor 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.
- Contractor will comply with all required OSHA safety practices including safety glasses and vests.

MINIMUM SPECIFICATIONS (Con't)Meetings

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

Code Totals

Code		# of Parcels	# of Units
210	One family homes	10,176	10,183
215	One family homes w/family apartment	17	19
220	Two family homes	92	183
230	Three family homes	12	36
280	More than one house on a parcel, this is a mix of one, two and three family homes with each being charged one unit per one family home or apartment	38	84
TOTALS:		10,335	10,505



HIGHWAY & ELECTION DISTRICT MAP
 TOWN OF CICERO
 ONONDAGA COUNTY, NEW YORK



DATE	1957
BY	J. J. ...
CHECKED BY	...
APPROVED BY	...
TITLE	HIGHWAY & ELECTION DISTRICT MAP
PROJECT NO.	...
SCALE	1" = 100'
DATE	...

UNIMPROVED LOT
 UNIMPROVED LOT WITH ELEVATION

PROPOSAL AND SIGNATURE PAGE

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) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

REFER TO PRICING PAGE

Addenda acknowledgment:

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

No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

Signature: _____
Printed Name: _____
Title: _____

Firm Name: _____
Address: _____

Contact person: _____
Phone: _____

Purchase Order Address (if different than above):

Fax Number: _____
Federal ID Number: _____

E-Mail Address: _____

Note: Vendors MUST provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.

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

Instructions to Bidders/General Conditions

1. Submission of bids:

1.1 Bids are publicly opened and read at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202 on the day bids are scheduled to be received.

1.2 Bids must be date and time stamped by the Division of Purchase prior to the specified time of the opening. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Division of Purchase.

1.3 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.

1.4 Separate bid envelopes must be submitted for each bid reference number.

1.5 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

1.6 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

1.7 Special conditions in the specifications shall take precedence over any instructions to bidders/general conditions.

2. Required submissions:

2.1 Each bid must be signed by the bidder.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

2.4 Bids by agents of a manufacturer must be accompanied by a certification the agent is authorized, if required.

2.5 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

2.6 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.

2.7 Performance Security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:

2.7.1 guarantee the contract for the faithful performance thereof;

2.7.2 guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of one (1) year from date of the Municipality(ies) acceptance of the goods and/or services rendered and;

2.7.3 guarantee payment of any and all obligations arising as the result of the contract.

2.8 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.

2.9 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary to be furnished on all items. Bidder should submit with bid any information, specifications, circulars, etc. that will explain or clarify the differences or compliance with the specifications.

3. Use of Brand names:

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the Municipality(ies) for its purposes. Exceptions must be clearly stated.

3.2 The Purchasing Director will determine equal products or services.

4. Pricing:

4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening. Prices shall be in US funds only.

4.2 Prices bid shall be FOB prepaid to destination as designated. All charges for packing, crating, containers, etc. are included and being in strict accordance with specifications as shown. The price bid by the contractor shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.

4.3 Purchases by the Municipality(ies) are exempt from any Federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

4.4 Where pricing is described in both words and numerals, the words will govern.

4.5 Cash or early payment discounts will not be considered in determining low bidder.

5. Withdrawal of bids and errors:

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of the Purchasing Director upon written request. Such requests must be made as soon as the error is identified.

5.3 In case of error in extending the amount of the bid, the unit prices will govern.

6. Purchases by other governmental or authorized entities:

6.1 Purchases at prices quoted that result in a contract or purchase order contract with Municipality(ies) may be made by the City of Syracuse, each town and village, each school, fire and solid and water conservation district eligible to purchase from this contract for the term of the contract.

In addition, the Municipality(ies) allow(s) all municipal entities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

6.2 Any minimum order requirements, delivery charges or other deviations from the prices offered to Municipality(ies) applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

7. Interpretations:

7.1 It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors, or omissions in specifications, may be made by the Purchasing Director, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

7.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the contact person identified in Special Conditions not later than 7 calendar days prior to the bid opening. No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not by addendum issued through the Purchasing Division. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.

7.3 The Municipality(ies) reserve(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of the Municipality(ies) will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

8. Method of Award:

8.1 The Municipality(ies) reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of the Municipality(ies) to do so. The Municipality(ies) reserve(s) the right to accept any item in the bid, and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

8.2 Bids will be evaluated by the Division of Purchase and the department requiring the goods or services. A notice of intent to award will be issued only by the Division of Purchase.

8.3 Protests of companies, products or services being offered from competing bidders must be made as soon as possible, in writing, to the Division of Purchase.

8.4 In the event a lower bid is being rejected for any reason, the bidder will have 48 hours to explain before an intent to award will be issued to another bidder.

9. Inspection, Samples and Testing:

9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

9.2 Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the Municipality(ies). Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

9.3 It is understood and agreed by the bidder that deliveries tested by the Municipality(ies) and found not to meet specifications as set forth, bidder will be billed for the test.

10. Delivery:

10.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

10.2 No items are to be shipped or delivered until receipt of an official purchase order from the Municipality(ies) Division of Purchase or Onondaga County contract.

10.3 Guaranteed delivery date will be a consideration in making a contract award.

10.4 Failure to deliver as guaranteed may result in termination of the contract and also disqualify bidder from receiving contracts for at least two years. The Municipality(ies) will assume no liability for any expense or loss because of such termination.

10.5 All broken and/or damaged items received by the Municipality(ies) shall be replaced by the contractor, immediately, at his own cost and expense. The Municipality(ies) shall inspect all the items and notify the contractor of any damage as soon as it is discovered.

11. Notice to Proceed:

11.1 The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

11.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

12. Hold Harmless:

12.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the Municipality(ies), its officers, agents and employees from and against any and all 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, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

13. Insurance:

13.1 The bidder or contractor will furnish the amount of insurance determined and specified by the Municipality(ies).

13.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors and personal injury, with minimum limits of not less than one million (\$1,000,000) dollars combined single limit for bodily injury and property damage.

13.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

13.4 When required, the contractor shall provide to the Municipality(ies) a certificate of insurance evidencing the insurance requirements specified on the attached sample certificate and shall name the Municipality(ies) as an additional insured. The certificate shall contain a provision that the issuing company will notify the Director of Purchase by certified mail 30 days prior to any change in or cancellation of the policy.

13.5 The contractor further agrees to comply in all respects with all Federal, State and Municipality(ies) laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages and Human Rights.

14. Payments:

14.1 The Municipality(ies) will pay the bidder or contractor the amount of his bid upon the full and faithful performance of the contract, acceptance of materials and/or work by authorized municipal agent, and upon receipt of the vendor invoices from the receiving department.

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;

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

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

16.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the Municipality(ies) or any person employed by the Municipality(ies) is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

16.2.3 The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Municipality(ies) upon delivery any and all information required by law. Municipality(ies) reserve(s) the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

16.2.4 The Bidder will maintain Worker’s Compensation during the life of this contract for the benefit of the bidder’s employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

16.2.5 The provisions of Section 220 of the State’s Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

16.2.6 Fair Employment Clause: The Onondaga County Legislature (Res. 282-73) requires contractors to support the Municipality(ies) goals in equal employment opportunity.. By signing this bid, the contractor agrees:

“That it will not discriminate and that it will take affirmative action to promote non-discrimination in hiring, recruitment, training, promotion and wage practices and take procedures to prevent reverse discrimination, and

“That such affirmative action shall include but not limited to incorporation of appropriate equal opportunity language in all employment recruitment efforts, notifications to appropriate unions of the contractors’ obligations hereunder, incorporation of affirmative action conditions in any subcontract, and

“That it will complete and submit the required HRC Form #1 and other required equal employment reports to the Human Rights Commission of Syracuse, and Municipality(ies), and (when additional State and Federal mandates may apply)

“That it will on good faith consult with and cooperate with Fair Employment staff of the local Human Rights Commission in order to achieve compliance with any other applicable Equal Employment Opportunity Laws and Regulations.

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.

18.4 If the contractor is delayed in making delivery by strikes, lockouts, fire, unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time, upon a written, documented request by the contractor, provided the Municipality(ies) may cancel said contract as to future deliveries at any time during such delay if the Municipality(ies) interest(s) are impaired by such delay.

18.5 But neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies or materials called for by the contract, shall be deemed to be a waiver by the said Municipality(ies) of the right to abrogate this contract for abandonment or delay.

19. Unconstitutionality:

19.1 The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this contract or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

20. Changes or Deviations:

20.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made apart of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

21. Inconsistency:

21.1 The parties agree that any inconsistency between any documents which the Municipality(ies) is/are requested to execute by the vendor and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

22. Definitions:

Municipality(ies): Unless otherwise noted, Municipality(ies) means any and all participating entities with Onondaga County as the lead agency. If a specific municipality is identified that municipality alone is responsible for all terms and conditions.

Purchasing Director: On all County bids the Purchasing Director refers to the Onondaga County Purchasing Director. On all City of Syracuse and Syracuse City School District bids, Purchasing Director is interchangeable with City of Syracuse Director of Management and Budget.

23. Living Wage:

If applicable under the terms of the City of Syracuse Living Wage Ordinance any vendor providing a service under this contract to the City of Syracuse or the Syracuse City School District will be responsible for complying with the City of Syracuse living wage statute while providing said service. The living wage statute and supporting documents can be found on the Onondaga County web site ongov.net/purchasing.

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 _____
 OF INSURED: _____
 COVERING BID. REF. #7991 – Collection and Disposal of Brush 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			CSL of \$1,000,000 Occ/\$1,000,000 Agg In The Primary Policy
(X) Commercial Auto Liability			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:

1. 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.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
6. Automobile liability coverage applies to owned, nonowned, and hired automobiles.
7. The CGL and Auto policies have been endorsed to include the Town of Cicero and the County of Onondaga as an additional insured.
8. A cross liability endorsement is provided in the CGL and Auto policies.

 NAME OF INSURANCE AGENCY

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 ADDRESS OF INSURANCE AGENCY

 PHONE NO.

 DATE

WAGE RATES

The minimum hourly rates of pay are hereby established in accordance with Federal and State laws and regulations.

In the event that the contractor shall fail to pay the prevailing wages and supplements in accordance with the applicable articles of the New York State Labor Law, Section 220 Et Seq., and as described in this contract, it shall be considered a material breach of contract. For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the contractor shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

It is the responsibility of every prospective bidder to disclose whether the bidder has been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the three years immediately preceding the submission of the bid. This disclosure must be included with their proposal.

Original copy of the Prevailing Wage rates will be found at

www.labor.state.ny.us

Please refer to PRC #2014900115

EMPLOYMENT INFORMATION REPORT HRC-1

Human Rights Commission of
Syracuse and Onondaga County
John H. Mulroy Civic Center
421 Montgomery Street, 13th Floor
Syracuse, New York 13202
315-435-3567

SECTION A - COMPANY IDENTIFICATION
(To be answered by all respondents)

1. Report unit for which this report is filed. (If a combined report covering two or more units, please so indicate and identify the area covered by this report)

A. NAME OF REPORTING UNIT	TELEPHONE
ADDRESS (NUMBER & STREET)	CITY
STATE	ZIP CODE

SECTION B - REPORTING UNIT INFORMATION

1. Number of Employees at Reporting Unit :

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES									
	TOTAL COL 2,3	MALE	FEMALE	MALE					FEMALE				
				A F R I C A N	L A T I N O	N A M E R I C A N	A S I A N	P A C I F I C I S L A N D E R	M U L T I R A C I A L	A F R I C A N	L A T I N O	N A M E R I C A N	A S I A N
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
Officials & Mgrs													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftsman Skilled													
Operatives Semi-Skilled													
Laborer Un-skilled													
Service Worker													
TOTALS													
TOTAL EMPLOY from previous report (if any)													

(OVER)

Use this form to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units and other pertinent information

SECTION D - SIGNATURE AND IDENTIFICATION
(To be answered by all respondents)

NAME (SIGNATURE)	ADDRESS (NUMBER AND STREET)	DATE OF REPORT
NAME (TYPE or PRINT)	CITY	TELEPHONE AREA CODE NUMBER EXT.
TITLE	STATE	ZIP CODE

WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186
Phone: (315) 463-6513

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 208260131
ONSITE DEVELOPMENT LLC
2970 US RTE 11
PARISH NY 13131

POLICYHOLDER ONSITE DEVELOPMENT LLC 2970 US RTE 11 PARISH NY 13131		CERTIFICATE HOLDER COUNTY OF ONONDAGA JOHN H MULROY CIVIC CENTER MONTGOMERY STREET SYRACUSE NY 13202	
POLICY NUMBER S 2156 430-7	CERTIFICATE NUMBER 902832	PERIOD COVERED BY THIS CERTIFICATE 08/03/2011 TO 12/31/2014	DATE 4/16/2014

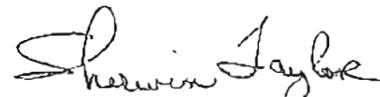
THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2156 430-7 UNTIL 12/31/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 12/31/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 388076284

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

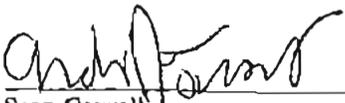
ADDENDUM NO.1

BID REF. 7991
FOR: CURBSIDE BRUSH COLLECTION
DEPARTMENT: TOWN OF CICERO
OPENING DATE: MARCH 19, 2014

Please change bid opening from March 11, 2014 to March 19, 2014.

Replace with attached revised page.

END OF ADDENDUM


For: Sean Carroll
Director

DATE: MARCH 6, 2014

