



County of Onondaga

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

Andrew Trombley
Director

BID REFERENCE: 8579.

Date: October 27, 2016.

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, November 18, 2016.

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

Andrew Trombley
Director

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)

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 February 17, 2017.

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)

- 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)

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

PRICING PAGE

Furnish Collection and Disposal of Brush for the Town of Cicero as specified.

Initial Contract Period - (April 1, 2017 through January 31, 2018 **and** March 31, 2018 through January 31, 2019):

Total Price: ----- \$ -----
(words) (figures)

Renewal Period - (March 31, 2019 through January 31, 2020):

Total Price: ----- \$ -----
(words) (figures)