



**REQUEST FOR BIDS FOR  
Repairs and Improvements to Staff Space Rock Cut Road  
Transfer Station**

**Dated October 11, 2019**

**Deadline for Submission of Bids October 25, 2019  
At 1:00P.M.**

**Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
N. Syracuse, NY 13212-4312**

**Telephone: 315-453-2866**

**Fax: 315-453-2872**

**See OCRRA website for Bid Specifications  
and Answers to Bidders Questions:**

**[www.ocrra.org](http://www.ocrra.org)**

# **Section 1 Request for Bids**

## **1.1 THE AGENCY**

The Onondaga County Resource Recovery Agency (the “Agency” or “OCRRA”) is a New York public benefit corporation created by Public Authorities Law, Title 13B, for the public purpose of assisting in the planning, development, construction, operation and maintenance of solid waste facilities. OCRRA is empowered to receive, transport, process, dispose of, sell, store, convey, recycle and deal with, in any lawful way, solid waste. OCRRA is also empowered to contract with municipalities, public corporations, or persons for solid waste services.

## **1.2 THE OCRRA SERVICE TERRITORY**

OCRRA’s service territory, Onondaga County, is located in the center of New York State and encompasses 810 square miles of land. Approximately 460,000 people reside in OCRRA’s 33 member municipalities. The largest single municipality is the City of Syracuse with a population of approximately 145,000.

## **1.3 OCRRA FACILITIES**

The Rock Cut Road Transfer Station is located at 5808 Rock Cut Road, Jamesville and was built as a shredding plant in 1972 and converted to a transfer station in 1983. The Building considered for performance of this project, Building 1, is a two-level building with approximately 1,000 square feet of staff space on the second level and nearly 2,000 square feet of staff space at the third level. The facility is currently under renovation and this includes completion of areas for waste disposal and management and a repair/maintenance area that is accessible through three 18-foot high by 28-foot wide overhead doors. Mechanical work on Agency vehicles is performed at this site.

## **1.4 RFB PURPOSE AND SPECIFICATIONS**

OCRRA is soliciting written sealed bids for providing renovations to the staff spaces at the Rock Cut Road Transfer Station. These renovations are to be made to the staff space on the second and third levels including painting, wall removal; cabinet installation, flooring placement and lighting improvements. Please see Form A for all work and specifications that need to be completed. The overall concept is to create a space appropriate for an expanded break room on the second level and a conference room on the third level. Improvements to hallways, locker room and shower room are also required.

OCRRA is looking for a contractor that can complete the work before the end of the 2019.

## **1.5 VENDOR CONTACTS**

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. For any procurements over \$15,000.00, all contacts and correspondence with the Agency after the Request for Bids go out, must be exclusively through a designated OCRRA Procurement Contact Person, and no one else. The designated contact for this procurement is Joe Broome at (315)453-2866 ext 1307 email jbroome@ocrra.org. Questions must be submitted by email at the email address listed above. Site visits may be arranged with Joe Broome. Bidders, their agents, and representatives are directed not to contact or lobby other staff members, management or members of the Board of Directors of OCRRA regarding this

RFB. Questions raised through the designated contact person and answers thereto will be emailed to all known prospective bidders.

**1.6 RFB TIMELINE**

October 11, 2019	Issuance of RFB
October 13, 2019	RFB advertised in the Syracuse Post Standard
October 25, 2019, 1PM	Deadline for the Submission of Bids
October 29, 2019	OCRRA Administration Committee review
November 13, 2019	OCRRA Board of Directors authorizes purchase(s) and to proceed With contract or purchase orders

**OCRRA reserves the right to modify this schedule as it deems necessary.**

**1.7 SUBMITTAL DEADLINE DATES**

All Bids must be submitted **no later than 1:00 p.m. on October 25, 2019 in sealed envelopes and to the address listed above. Bids must be submitted by mail, delivery service or** Bids must be enclosed in a sealed envelope, plainly marked as:  
**'BIDS – “Renovations to Staff Space Rock Cut”**, and addressed as follows:

**Mr. Kevin Spillane  
Director of Transfer Operations  
Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212**

**NOTE:** Bids received by fax or e-mail may not be considered unless prior approved.

Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or OCRRA staff members regarding this invitation.

**1.8 QUANTITIES**

OCRRA intends to retain services to repair and renovate office and break space for the Rock Cut Road Transfer Station.

**1.9 CONDITION**

All components that are to be installed are to be new while improvements are to be made to existing infrastructure.

## **1.10 SPECIFICATIONS**

The provision of services are set forth in Form A and form an integral part of this bid document and the bidder's response. All responses shall meet all requirements of services as outlined. It shall be bidder's obligation to respond to the bid specifications and to indicate whether or not the equipment and services it bids meets, or does not meet, each listed bid specification. For each deviation from the specifications, bidder may provide documentation, if any, of equivalence.

## **1.11 WARRANTY OF GOODS**

Unless specified otherwise herein, Bidder will be required to conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties and representations furnished with bid hereunder.

## **1.12 MANUFACTURER'S WARRANTIES**

Any manufacturer's warranties are not generally applicable in this bid.

## **1.13 BID SECURITY**

OCRRA  will  will not require a Bid Bond and a Performance Bond in the amount of 5% of the bid amount. Where a bid bond is required, the bid bond must be submitted with the bid or the bid will be immediately rejected. Bid and Performance bonds must be executed by a surety company licensed to do business in the State of New York. Under no circumstances will OCRRA accept a cash payment or certified check in lieu of a Bid or Performance Bond with a competitive contract bid. If a bid bond is required, a Performance Bond in the contract amount will be required. For construction contracts over \$100,000.00, the Agency will generally require either a 10% retainage or daily liquidated damages or both. This retainage will be released upon successful completion of the contract.

## **1.14 EQUIVALENTS**

Where, in the Bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, and compatibility and equally adaptable for the intended purposes, as determined by the Agency and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the Agency as to equal will be final.

## **1.15 CONFLICT OF INTEREST STATEMENT/NON-COLLUSION AFFIDAVIT AND STATE FINANCE LAW FORM**

Each Bidder/Proposer must furnish with their Bid/Proposal a properly signed Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form. The Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form are to be completed and submitted on the attached forms that OCRRA has provided either with the Bid or within ten (10) days of notice of the award of the Contract by OCRRA. By submitting a bid, Bidder warrants that there is no conflict of interest in Bidder's other contracts or other employment, if any, with submission of the Bid hereunder and that Bidder shall advise OCRRA if any conflict or potential conflict of interest exists or arises in the future.

**1.16 COMPLIANCE WITH LAWS, REGULATIONS AND STANDARDS**

The equipment and services which vendor is submitting in a bid shall comply with all Federal and State laws and regulations, including applicable emissions standards as well as all applicable safety standards, including those set by OSHA, PESH, the National Highway Safety Administration, the U.S. Environmental Protection Agency and the N.Y.S. Department of Environmental Conservation.

**1.17 DELIVERY**

The improvements and installation of these renovations and improvements included herein, shall be provided or completed no later than December 31, 2019. All responsibility, liability and cost associated with the delivery of the equipment and service shall be borne by the vendor.

**1.18 INSPECTION/APPROVAL**

The material and services to be delivered hereunder will be subject to OCRRA's inspection and approval within a reasonable time after delivery and commencement of service. OCRRA will have the right to reject defective or non-conforming product and services at Bidder's (i.e. Seller's) risk and expense return the defective goods to be promptly replaced with complying product or shall provide such service in compliance with the expectation that the Transfer Station will have an empty container for deposit of materials. Such a return of defective goods or lack of provision of service will not extend the required delivery/furnish date under 1.15 above. For any such defective, non-conforming or rejected product, or lack of service commencement, OCRRA shall also have the alternative option of returning the product at Bidder's (Seller's) expense and cancelling all or the remainder of the service agreement. As a third option, OCRRA may accept the defective or non-conforming product or services at an agreed upon price reduction from the Bidder (Seller) which will result in an appropriate reduction in the contract sum before final payment.

**1.19 LIQUIDATED DAMAGES**

OCRRA and the successful bidder agree that time is of the essence in the delivery of the product or commencement of service as requested which is the subject of this bid. Accordingly, OCRRA and the vendor will agree to a provision in the contract setting liquidated damages at fifty dollars (\$50.00) per day for each day after the required delivery date that vendor does not deliver the containers or provide such service as described in said bid hereunder.

**1.20 TAX EXEMPT STATUS**

OCRRA is exempt from federal, state and local taxes.

**1.21 CONSIDERATION AND PAYMENT**

The Contract will set forth the agreed upon price for the services to be paid by OCRRA. Payment will be made net thirty (30) days after the later of (1) provision of service (2) receipt by OCRRA of invoice from the seller. OCRRA's tender of payment by check is sufficient. No charges for shipping, handling, packaging or insurance will be allowed unless stated in the contract.

**1.22 FAILURE TO PROMPTLY EXECUTE CONTRACT**

If the successful Bidder fails or refuses to sign and deliver the Contract, including the attached proposed contract conditions and the necessary insurance, conflict of interest, non-collusion and

State Finance Law forms within fifteen (15) calendar days of contract award, OCRRA may cancel the award to that Bidder and award to the next lowest responsible and responsive bidder meeting the bid specifications and the original low bidder shall have no recourse against the Agency. In such event, OCRRA shall be entitled to the amount of the Bid bond. The successful Bidder must pay OCRRA the difference between their successful Bid amount and the next highest bid.

**1.23 DISQUALIFICATION OR TERMINATION FOR FAILURE TO COMPLY WITH STATE FINANCE LAW**

If the equipment or services to be provided hereunder by Bidder to OCRRA exceeds \$15,000.00, in total, OCRRA reserves the right to disqualify the Bidder or terminate any contract with Bidder, at any time during its term, by written notification to successful Bidder, in accordance with the notification provisions above, in the event it is found that the certification filed by the Bidder during the procurement process was intentionally false or intentionally incomplete or in the event that Bidder engages in an impermissible contact under State Finance Law Sections 139-j and 139-k.

**1.24 BID INSTRUCTIONS**

All blank spaces in the Bid Forms applicable to the Contract for which a Bid is being submitted must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed. **Bids must be submitted by mail, delivery service or personal delivery and received by OCRRA by the date and time specified in the Bid Solicitation. Late Bids will not be considered.**

**Bids may not be submitted via fax or email unless otherwise approved.**

If the Bid is made by a corporation, the official corporate name shall be given, and the Bid shall be signed by an authorized officer of the corporation, and the corporate seal affixed. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and the Bid shall be signed by a partner. If the Bid is made by a sole proprietorship, the Bid shall be signed by the individual owner.

**1.25 MISTAKES/DISCREPANCIES IN BIDS**

In the event there is a discrepancy in any Bid between unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the unit or lump sum prices written in figures and those written in words, the unit or lump sum prices written in words shall govern. Bids which do not contain a price for every item contained in the applicable Bid Form (when required) shall be subject to rejection.

Unless otherwise required by law, the sole remedy for a mistake in a Bid shall be the withdrawal of such Bid and the return of the Bid security, if any, to such Bidder. OCRRA may, in its sole discretion, award the Contract to the next lowest Bidder or re-bid the Contract. Any amendment to or reformation of a Bid or a Contract to rectify such an error, mistake, or omission therein is strictly prohibited.

**1.26 APPLICABLE LAW**

Any Contract for the purchase of the goods/services Bid herein shall be interpreted in accordance with the laws of the State of New York.

**1.27 REQUIRED FORMS AND ATTACHMENTS**

All submittals must include fully completed forms, as listed below, which are signed by a duly authorized officer or employee:

Form A	Equipment Specifications
Form B	Bid Sheet
Form C	Business Information Form
Form D	State Finance Law Disclosure Form
Form E	Conflict of Interest Affidavit
Form F	Certificate of Non-Collusion
Attachment 1	Floor Plans

Completed Bid Price Sheet (included in this request)

**1.28 COVER LETTER**

The submittal must include a cover letter with the following:

- ✓ Statement that the bids are applicable for 120 days from the submittal deadline.
- ✓ Commitment of Vendor to carry out all provisions of the RFB if selected by the Agency.
- ✓ Statement that all information in the entire submittal, including all forms and supplemental submittals, are included and are accurate and factual.

**1.29 COSTS FOR PREPARATION OF BID**

The Bidder is responsible for all costs associated with the preparation of a bid. None of these costs will be the responsibility of the Agency.

**FORM A**

**PRODUCT/SERVICE SPECIFICATIONS**

<b>Specifications (reference Attachment 1 for all areas described)</b>	<b>Meets Specs (Y/N)</b>	<b>If No, explain in detail. May also provide comments here.</b>
<p>Second Level (expanded break room): Demolish drywall and metal studded wall between existing kitchen and office. Remove and terminate four electrical outlets required for wall demolition. Repair ceiling and wall adjacent to removed wall. Install acoustic ceiling tile and suspended ceiling grid (2'x4') in the expanded break room.</p>		
<p>Third Level (conference room): Demolish freestanding drywall. Install 12-feet of lower cabinets and laminate countertops on south wall. Install 8-feet of upper cabinets on south wall. Install 4 electrical outlets (one for refrigerator adjacent to west end of cabinets, and 3 above countertop) on south wall.</p>		
<p>Flooring (second level and third level): Remove all vinyl composition tile (VCT, assumed to be non-friable asbestos containing material) in select areas of second level (existing hallway, kitchen, office and locker rooms) and entirety of third level. Replace with new VCT (color - beige or grey) Assume 1,800 square feet on second level and 1,000 square feet</p>		



<p>on third level for VCT tile removal and replacement.</p>		
<p>Men’s Bathroom: Remove and replace 1 plastic laminate or baked enamel steel bathroom urinal divider– approximately 32” x 48 and two toilet stalls with dividers, doors and walls for each stall.</p>		
<p>Painting: Prepare and paint (2 coats) all walls in expanded break room, hallway, foyer, stairway, both locker rooms, men’s bathroom, shower room, and third level conference room. All paint for bathroom and shower room shall be mold resistant. Prepare and paint (2 coats) ceilings in third level (including all exposed pipes and conduits) and stairway, foyer, men’s bathroom, locker rooms, shower room and hallway. All door slabs, trim and jambs shall be painted (2 coats) in the expanded break room, hallway, foyer, shower room, locker rooms, stairway, men’s bathroom and conference room.</p> <p>Window trim and jambs for seven windows in the expanded break room and two windows in the foyer shall be prepared and painted (2 coats). Steel beam in conference room, steel beam in stairway and air ventilation grill in expanded break room shall be prepared and painted (2 coats). Paint color to be selected by owner. All lockers, trim, existing equipment, and floors shall be protected during painting. Appropriate ladders/scaffolding/etc. shall be used if necessary.</p>		
<p>Lighting: Remove and replace 4 ceiling light fixtures in third floor conference room. Install 2 new overhead light fixtures in stairwell with three-way wall switches at the top and bottom of the stairs.</p>		

**FORM B  
 BIDDER BUSINESS INFORMATION FORM**

1.	<b>Name Of Firm:</b>	
2.	<b>Address:</b>	
3.	<b>Contact Person:</b>	
4.	<b>Phone Number:</b>	
5.	<b>Email Address:</b>	
6.	<b>Check All Appropriate:</b>	
	Municipally Owned and Operated	
	Closely Held Corporation - State of Incorporation:	_____
	Publicly Held Corporation- State of Incorporation:	_____
	Proprietorship - Name of Proprietor:	_____
	Partnership - List of Principal Partners:	_____
		_____
		_____
		_____
7.	<b>Years in Business:</b>	
8.	<b>Describe the Firm's Experience:</b>	
10.	<b>Chief Executive/Operating Officer:</b>	
	Name:	
	Address:	
	Phone Number:	

## FORM C: BID SHEET

Vendor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Business Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Authorized Agent: \_\_\_\_\_

Vendor shall provide for all renovations, repairs as specified in Form A for the office and kitchen area two level areas of Rock Cut Road Transfer Station.

<b>All Renovations and Repairs as Specified in Form A</b>	
The following charges include dumpster & disposal costs, all materials, insurance, supervision and overhead/profit. All wages are prevailing rate.	\$

Does the specified products in this bid meet specifications exactly as written (check one):

Yes \_\_\_ No \_\_\_

(If no, bidder is required to list ALL deviations on the Product Specification Form)

Please verify the following information has been provided:

- Product Specification Form
- Warranty information (if applicable)

Signature: \_\_\_\_\_

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

**FORM D**

**CONFLICT OF INTEREST**

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says for  
and on behalf of \_\_\_\_\_, that:

1. Our (my) firm \_\_\_\_\_, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
For and on Behalf of: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**FORM E**

**CERTIFICATE OF NON-COLLUSION**

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

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

(1) The prices in this bid/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

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

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

\_\_\_\_\_  
Legal Name of Bidder/Proposer/Quoter (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed)

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title (Typed)

**FORM F**

**Disclosure to OCRRA During Procurement Process of  
Prior Non-Responsibility Determinations**

OCRRA Procurement regarding: \_\_\_\_\_

OCRRA Designated Procurement Contact Person: Joe Broome

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. New York law now provides that, for any procurement over \$15,000.00, all potential vendors must disclose whether a governmental entity in New York has made a finding of "Non-Responsibility." "Non-Responsibility" is defined in State Finance Law Section 139-j and can include failure of a potential bidder/proposer/quoter to timely disclose truthful, accurate, or complete information that may allow OCRRA to make a determination as to its "responsibility" relative to this procurement as well as unauthorized procurement contacts (including contacts to someone other than the designated procurement contact) and ethics code violations. In order to qualify for consideration on this procurement, the bidder/proposer/quoter must complete and sign the form below.

*(For Vendor Use)*

Name and Address of Bidder/Proposer/Quoter Seeking to Enter into the Procurement Contract with OCRRA: \_\_\_\_\_  
\_\_\_\_\_

Name, Title, and Phone Number of Person Submitting this Form: \_\_\_\_\_  
\_\_\_\_\_

Has any Governmental Entity in New York made a finding of Non-Responsibility regarding the bidder/proposer/quoter seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If you answered yes to the above question, please provide details regarding the finding of Non-Responsibility below.

New York Governmental Entity: \_\_\_\_\_

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

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

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named bidders/proposers/quoters after a finding of intentional provision of false or incomplete information? (Please circle):

No

Yes

If yes, please provide details below:

New York Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

Bidder/proposer/quoter certifies that all information provided to OCRRA above with respect to State Finance Law §139-k is complete, true, and accurate.

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

Signature \_\_\_\_\_

#### PERMISSIBLE CONTACTS AFFIRMATION

As a potential bidder/proposer/quoter on an OCRRA solicitation where the contract amount may exceed \$15,000.00, I recognize that once the solicitation issues, New York law requires that all contacts with OCRRA regarding that procurement must be through the designated OCRRA Procurement Contact Person and no one else. On behalf of my client as a potential bidder/proposer/quoter, I affirm that my client understands and agrees to comply with the procedures of the Onondaga County Resource Recovery Agency relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b). This form must be submitted with the bid, proposal, or quote.

OCRRA Designated Procurement Contact Person: Joe Broome

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Signer's Name

Vendor Title: \_\_\_\_\_ Date: \_\_\_\_\_

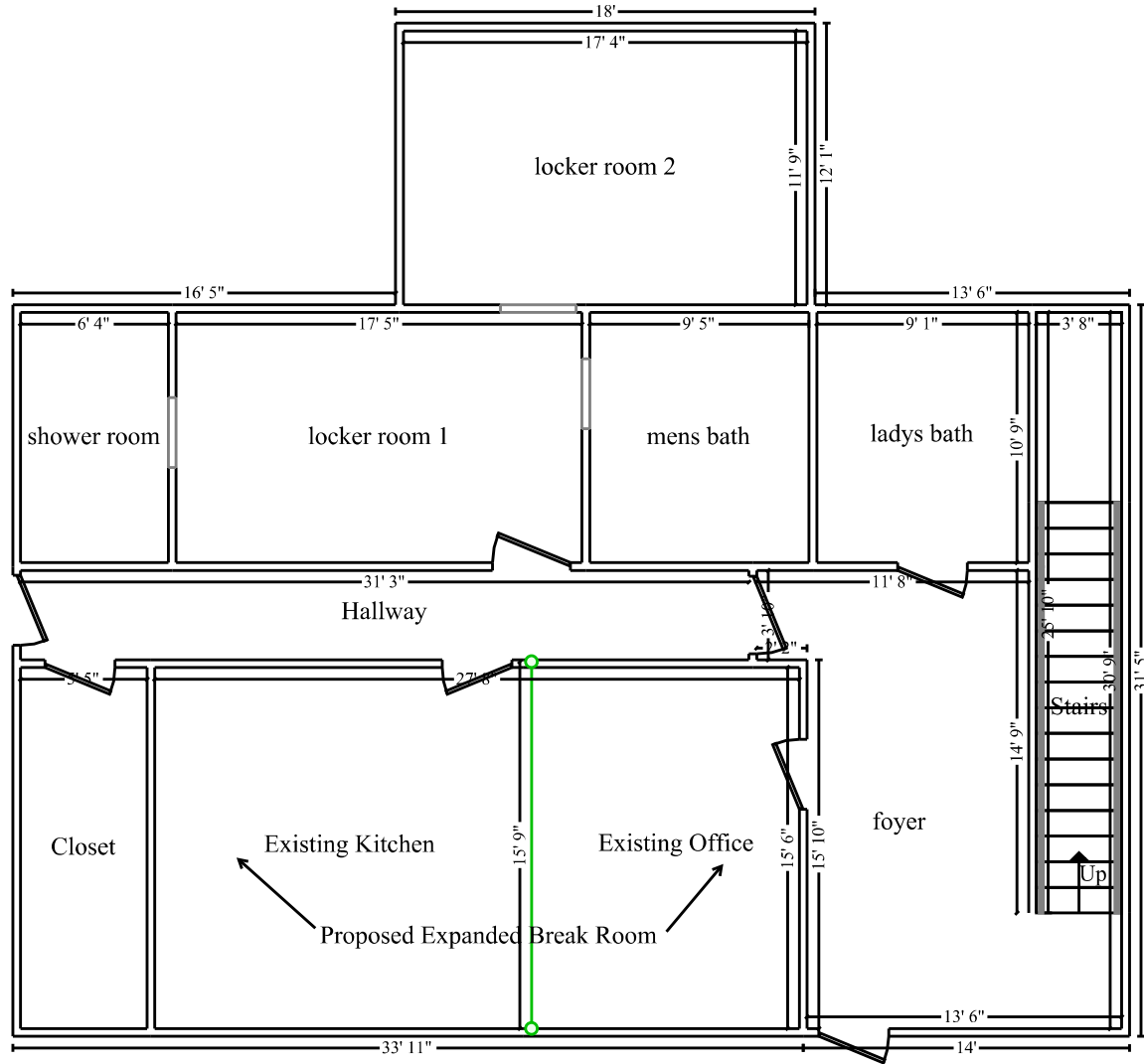
Vendor Name: \_\_\_\_\_

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

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

# Rock Cut Road Transfer Station: Repairs and Improvements to Staff Space

## Attachment 1, Page 1



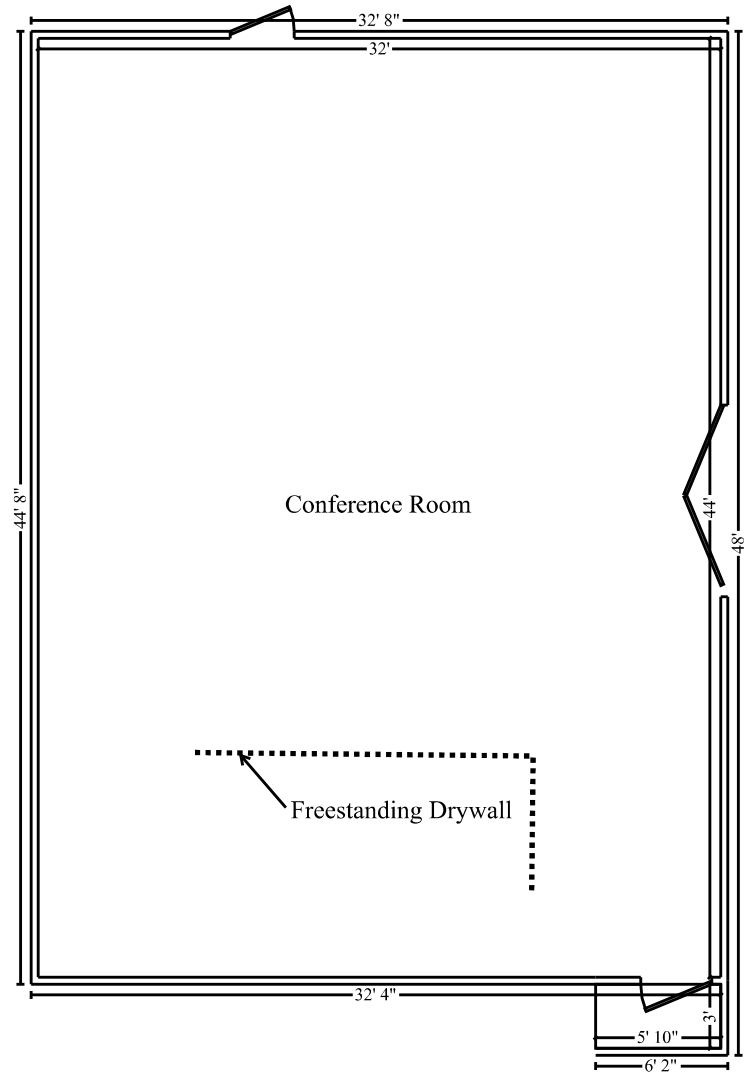
### Second Level Floor Plan

Note: All dimensions are approximate and not all features may be shown. Bidder is responsible for field verifying all information shown on this plan. Plan is intended to provide basic layout information only.



# Rock Cut Road Transfer Station: Repairs and Improvements to Staff Space

## Attachment 1, Page 2



### Third Level Floor Plan

Note: All dimensions are approximate and not all features may be shown. Bidder is responsible for field verifying all information shown on this plan. Plan is intended to provide basic layout information only.