



## **REQUEST FOR BIDS FOR BLACK POLYETHYLENE LINERS**

**Dated December 20, 2019**

**Deadline for Submission of Bids January 17, 2020  
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 Ley Creek Transfer Station is located north of the City of Syracuse, off of Seventh North Street, in the Town of Salina. The address is 5158 Ley Creek Dr., Liverpool, NY 13088. The Ley Creek Transfer Station caters to large haulers and contractor/small business users with C&D and mixed MSW/C&D loads. Waste is separated by mechanical and manual operations into two waste streams: “burnable material” that can be processed at the Onondaga County Waste-to-Energy Facility, and “bypass material” that must be diverted to a landfill (currently, and for the term of this contract, the Seneca Meadows Landfill). Prior to transport, all materials are crushed and compacted by a landfill compactor in the building.

The Rock Cut Road Transfer Station located at 5808 Rock Cut Road, Jamesville and was built as a shredding plant in 1972 and converted to a transfer station in 1983. It is a two-level building with a 4,900 square foot dumping floor at the upper level. The repair/maintenance area is accessible through three 18-foot high by 28-foot wide overhead doors. Mechanical work on Agency vehicles is performed at this site. Although large quantities of waste are no longer delivered to this site as a result of the WTE plant being on-line, it can be operated at up to 800 TPD without any major operational problems, for contingency purposes.

The Onondaga County Resource Recovery Agency (OCRRA) operates two yard waste compost sites. The Jamesville compost site, located at 4370 Route 91 in Jamesville, services the east, south, and central portion of Onondaga County, while the Amboy compost site, located at 6296 Airport Road in Camillus, services the north and western portions of Onondaga County. Each of these sites are authorized by the NYSDEC to accept both food and yard wastes for processing into compost or mulch.

## **1.4 RFB PURPOSE AND SPECIFICATIONS**

OCRRA anticipates the need for black polyethylene liners for its ash trailers. The Agency anticipates the need for a minimum of 600 liners for a period of one year. The specifications for the liners are attached.

## 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 Christine Latham at (315)453-2866 ext. 1225, email clatham@ocrra.org. Questions must be submitted by **email** at the email address listed above. 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

December 20, 2019	Issuance of RFB
December 29, 2019	RFB advertised in the Syracuse Post Standard
January 17, 2020 1PM	Deadline for the Submission of Bids
January 22 2020	OCRRA Board of Directors Operations Committee review
February 12, 2020	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 January 10, 2020 in sealed envelopes and to the address listed below. Bids must be submitted by mail, delivery service or Bids** must be enclosed in a sealed envelope, plainly marked as: **'BIDS – "Polyethylene Liners"**, 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 will not be considered unless otherwise approved in advance.

**1.8 QUANTITIES**

OCRRA intends to purchase 600 or more polyethylene liners in a one year period, as specified in this bid document.

**1.9 CONDITION**

The polyethylene liners shall be new, boxed and palletized and meet the minimum specifications.

**1.10 SPECIFICATIONS**

The liner specifications are set forth in Form A and form an integral part of this bid document and the bidder's response. All liners shall meet all quality of material and workmanship to what is generally provided in the industry. It shall be bidder's obligation to respond to the bid specifications and to indicate whether or not the equipment 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. Bidder should include any manufacturer's literature or specification sheets evidencing compliance with the specifications.

**1.11 WARRANTY OF GOODS**

Unless specified otherwise herein, Bidder will be required in the purchase contract to warrant that all the liners furnished under the Contract will be free from defects in workmanship and conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties, representations and literature furnished with Seller's bid hereunder.

**1.12 MANUFACTURER'S WARRANTIES**

Any manufacturer's warranties that Seller receives applicable to the liner, its quality or applicability, would survive the executed Contract and will run to OCRRA and will not be deemed exclusive but in addition to any warranty provided by Seller under the contract.

**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 which vendor is submitting 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 liners purchased as a result of this Bid solicitation shall be delivered to an OCRRA specified site contained within the bid. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor.

#### **1.18 INSPECTION/APPROVAL**

The material to be delivered hereunder will be subject to OCRRA's inspection and approval within a reasonable time after delivery. OCRRA will have the right to reject defective or non-conforming product and at Bidder's (i.e. Seller's) risk and expense return the defective goods to be promptly replaced with complying product. Such a return of defective goods will not extend the required delivery date under 1.15 above. For any such defective, non-conforming or rejected product, 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 order. As a third option, OCRRA may accept the defective or non-conforming product 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 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 product to be purchased hereunder free of equipment defects and deviations.

**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 product to be paid by OCRRA. Payment will be made net thirty (30) days after the later of (1) delivery and, written acceptance thereof by OCRRA; or (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 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 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

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 SPECIFICATIONS**

<b>Product Specifications</b>	<b>Meets Specs (Y/N)</b>	<b>If No, explain in detail. May also provide comments here.</b>
<b>4 Mil Thick Polyethylene Liners 45 Feet x 8 Feet x 8 Feet in Size</b>		

**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: \_\_\_\_\_

Price Per Liner in Words: \_\_\_\_\_

Price Per Liner in Numbers (\$): \_\_\_\_\_

Does the specified product 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: Christine Latham

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: Christine Latham

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

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

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

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

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

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