



REQUEST FOR BIDS FOR HEAVY DUTY TOWING SERVICE

Dated November 22, 2021

**Deadline for Submission of Bids December 6, 2021
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

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 site is only used for small residential customers that bring small quantities of household trash and mixed MSW/C&D loads.

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. This site 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).

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 yearly on-demand towing services for its large commercial heavy duty dump trucks and tractor trailers, weighing with material of up to 80,000 lbs. These services may be needed for long distance hauling within a 150 mile radius and the towing service will need New York State Thruway access.

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 *Jenna Lawrence at (315)453-2866 ext. 1225, email jlawrence@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

| | |
|------------------------|--|
| November 22, 2021 | Issuance of RFB |
| November 29, 2021 | RFB advertised in the Syracuse Post Standard |
| December 6, 2021 @ 1PM | Deadline for the Submission of Bids |
| December 15, 2021 | OCRRA Board of Directors Operations Committee review |
| January 12, 2022 | 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 November 29, 2021 in sealed envelopes and to the address listed below. Bids must be submitted by mail, delivery service or personal delivery.** Bids must be enclosed in a sealed envelope, plainly marked as: **'BIDS – “Heavy Duty Towing Service”**, 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/FREQUENCY OF USE

This is an on-demand service and OCRRA does not guarantee the number of towing services that it may need or the frequency that it may occur for the entire year of 2022, as specified in this bid document.

1.9 CONDITION

The services shall meet the minimum specifications.

1.10 SPECIFICATIONS

The services specified are set forth in Form A and form an integral part of this bid document and the bidder's response. All services shall meet all quality 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 the service 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 OR SERVICES

Unless specified otherwise herein, Bidder will be required in the service contract to warrant that all services provided under the Contract will be free from defect 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 WARRANTIES

Any warranties that Seller receives applicable to the services herein, 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 or service 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 services provided as a result of this Bid solicitation shall be provided to OCRRA within the specified 150 mile radius of its Rock Cut Road Transfer Station described above. All responsibility, liability and cost associated with the delivery of the service shall be borne by the vendor.

1.18 INSPECTION/APPROVAL

The services to be provided hereunder will be subject to OCRRA's inspection and approval within a reasonable time after provision 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. For any such defective, non-conforming or rejected product or service, OCRRA shall also have the alternative option of cancelling all or the remainder of the annual service called for in 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 cost of the provision of such service before payments are made.

1.19 LIQUIDATED DAMAGES

OCRRA will not be setting liquidated damages for provision of these services.

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 individual towing service 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 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 or 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 | Product Specifications |
| Form B | Bidder Business Information Form |
| Form C | Bid Sheet |
| Form D | Conflict of Interest Affidavit |
| Form E | Certificate of Non-Collusion |
| Form F | State Finance Law Disclosure Form |

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

| Service Specifications | Meets Specs (Y/N) | If No, explain in detail. May also provide comments here. |
|---------------------------------------|----------------------------------|--|
| Towing capacity of 80,000 lbs. | | |
| NYS Thruway access | | |
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**FORM B
 BIDDER BUSINESS INFORMATION FORM**

| | | |
|-----|--|-------|
| 1. | Name Of Firm: | |
| 2. | Address: | |
| 3. | Contact Person: | |
| 4. | Phone Number: | |
| 5. | Email Address: | |
| 6. | Check All Appropriate: | |
| | 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. | Years in Business: | |
| | | |
| 8. | Describe the Firm's Experience: | |
| | | |
| | | |
| | | |
| | | |
| 10. | Chief Executive/Operating Officer: | |
| | Name: | |
| | Address: | |
| | Phone Number: | |

FORM C: BID SHEET

Vendor Name: _____

Address: _____

Business Telephone: _____

Email: _____

Authorized Agent: _____

Price for Each Towing Service Per Mile in Words: _____

Price for Each Towing Service Per Mile in Numbers (\$): _____

Does the specified service 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: Jenna Lawrence

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: Jenna Lawrence

Vendor Signature

Print Signer's Name

Vendor Title: _____ Date: _____

Vendor Name: _____

Vendor Address: _____

