

REQUEST FOR QUOTES: MOWING SERVICES 2024

Dated April 1st, 2024

Deadline for Submission of Bids April 15, 2024 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 Quotes

1.1 <u>THE AGENCY</u>

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 <u>THE OCRRA SERVICE TERRITORY</u>

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-feet high by 28-feet 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 waste for processing into compost or mulch.

1.4 <u>RFB PURPOSE AND SPECIFICATIONS</u>

OCRRA requests work consisting of lawn maintenance such as: raking, grass mowing, grass edging, and proper removal/disposal of lawn liter, including, but not limited to; trash and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor.

1.5 <u>VENDOR CONTACTS</u>

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 Quotes 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 may be submitted by email at the email address listed above. Quoters, 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 RFQ. Questions raised through the designated contact person and answers thereto will be emailed to all known prospective quoters.

1.6 <u>RFB TIMELINE</u>

April 1, 2024	Issuance of RFB
April 2, 2024	RFB advertised in the Syracuse Post Standard
April 15, 2024 @ 1PM	Deadline for the Submission of Bids
April 17, 2024	OCRRA Board of Directors Operations Committee review
May 8, 2024	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 <u>SUBMITTAL DEADLINE DATES</u>

All Bids must be submitted **no later than 1:00 p.m. on April 15, 2024 in sealed envelopes and to the address listed below. Bids must be submitted by mail, delivery service, email or personal delivery.** Bids must be enclosed in a sealed envelope, plainly marked as: '**RFQ** – "Mowing Services'', and addressed as follows:

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

1.8 <u>QUANTITIES/FREQUENCY OF USE</u>

This is a scheduled service. Weekly mowing May through September. (3) trips in October (every 10 days) and final clean up in November (between 11/1 & 11/15). Work shall be completed no later than November 15th, 2024.

1.9 <u>CONDITION</u>

The services shall meet the minimum specifications.

1.10 <u>SPECIFICATIONS</u>

The services specified are set forth in Form A and form an integral part of this quote document and the quoter's response. All services shall meet all quality and workmanship to what is generally provided in the industry. It shall be quoter's obligation to respond to the quote specifications and to indicate whether the service it quotes meets, or does not meet, each listed quote specification. For each deviation from the specifications, quoter may provide documentation, if any, of equivalence.

1.11 WARRANTY OF GOODS OR SERVICES

Unless specified otherwise herein, Quoter 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 Quote Specifications and to all warranties, representations and literature furnished with Seller's quote 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 \Box will X 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 Quote 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 <u>CONFLICT OF INTEREST STATEMENT/NON-COLLUSION AFFIDAVIT AND STATE</u> <u>FINANCE LAW FORM</u>

Each Quoter/Proposer must furnish with their Quote/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 Quote or within ten (10) days of notice of the award of the Contract by OCRRA. By submitting a quote, Quoter warrants that there is no conflict of interest in Quoter's other contracts or other employment, if any, with submission of the Quote hereunder and that Quoter shall advise OCRRA if any conflict or potential conflict of interest exists or arises in the future.

1.16 <u>COMPLIANCE WITH LAWS, REGULATIONS AND STANDARDS</u>

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 <u>TAX EXEMPT STATUS</u>

OCRRA is exempt from federal, state and local taxes.

1.18 <u>CONSIDERATION AND PAYMENT</u>

The Contract will set forth the agreed upon price for the mowing services to be paid by OCRRA. Payment will be made net thirty (30) days after the later of (1) service 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.

1.19 FAILURE TO PROMPTLY EXECUTE CONTRACT

If the successful Quoter 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 Quoter must pay OCRRA the difference between their successful Quote amount and the next highest bid.

1.20 <u>DISQUALIFICATION OR TERMINATION FOR FAILURE TO COMPLY WITH STATE</u> <u>FINANCE LAW</u>

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

1.21 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. Quotes <u>must</u> be submitted by mail, delivery service, email, or personal delivery and received by OCRRA by the date and time specified in the Bid Solicitation. Late Bids will <u>not</u> be considered.

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

1.22 <u>MISTAKES/DISCREPANCIES IN QUOTES</u>

In the event there is a discrepancy in any Quote 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. Quotes which do not contain a price for every item contained in the applicable Quote Form (when required) shall be subject to rejection.

Unless otherwise required by law, the sole remedy for a mistake in a Quote shall be the withdrawal of such Quote and the return of the Bid security, if any, to such Quoter. 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 Quote or a Contract to rectify such an error, mistake, or omission therein is strictly prohibited.

1.23 <u>APPLICABLE LAW</u>

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

1.24 <u>REQUIRED FORMS AND ATTACHMENTS</u>

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 Quoter Business Information Form
- Form C Quote Sheet
- Form D Conflict of Interest Affidavit
- Form E Certificate of Non-Collusion
- Form F State Finance Law Disclosure Form

Completed Quote Price Sheet (included in this request)

1.25 <u>COVER LETTER</u>

The submittal must include a cover letter with the following:

- \checkmark Statement that the bids are applicable for 120 days from the submittal deadline.
- ✓ Commitment of Vendor to carry out all provisions of the RFQ 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.

1.26 COSTS FOR PREPARATION OF QUOTE

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

FORM A

SERVICE SPECIFICATIONS

Specifications for Lawn Maintenance – Mowing at OCRRA Facilities

It is the intent of the Onondaga County Resource Recovery Agency (OCRRA) to contract services to maintain the specified Agency properties in accordance with the following specifications:

I. DESCRIPTION

Work consists of lawn maintenance such as: raking, grass mowing, grass edging, and proper removal/disposal of lawn litter, including, but not limited to; trash and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor.

II. CONTRACT PERIOD AND PREVAILING WAGE

Length of award shall be one (1) year and price for lawn maintenance should include prevailing wage rate for all employees providing the service.

III. SPECIFICATIONS FOR MOWING

26 Lawn Maintenance Cycles Lawn maintenance cycle includes; grass mowing, trimming and edging, and proper removal/disposal of debris. Locations and descriptions on last page of specifications.

IV. GENERAL SPECIFICATIONS AND CONDITIONS

1. INSPECTION OF LOCATIONS – Before submitting a quote, all vendors are encouraged to examine all the locations specified where work is to be performed and become satisfied as to the existing conditions under which a contractor will be required to

operate.

2. INSURANCE REQUIREMENTS – The contractor must provide to the Agency an insurance certificate BEFORE any work for the Agency may begin.

Workers Compensation Insurance – Certification that contractor carries worker's compensation insurance at New York State statutory limits.

General liability coverage for the scope of the project shall be provided to protect the

Agency. **Onondaga County Resource Recovery Agency shall be named on each policy as an additional insured.** The required limits are as follows:

Comprehensive General Liability: Bodily injury – each occurrence	\$ 1,000,000
Bodily injury – aggregate	\$ 1,000,000
Property damage – each occurrence	\$ 1,000,000
Combined single limit	\$ 1,000,000
Umbrella or excess liability	\$ 1,000,000

Automobile Liability Insurance – Certification that the Bidder carries automobile insurance with the following limits;

Automobile injury	\$ 500,000
Property Damage	\$ 250,000

TECHNICAL SPECIFICATIONS FOR EACH LOCATION:

1. Mowing

Twenty-six (26) cycles – Weekly trips May through September, and three trips in October (every 10 days).

Amboy Compost Site: Brush hog needed for strip (indicated in blue on map) once at beginning of season, and once at end of season, if needed.

A. Grass shall not be allowed to reach a height of five (5) inches or more.

B. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions return.

C. All mowing, trimming, and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.

D. Equipment and supplies may not be stored overnight or for extended periods of time on Agency property.

E. Grass shall not be mowed when wet.

F. No mowing to be done on Saturdays or Sundays, unless approval is obtained from Administrator. No mowing will be allowed on holidays or holiday weekends from 3:00 p. m. Friday to 8:00 a.m. Tuesday.

G. Clippings shall be removed, if visible, after mowing at the contractor's expense. No clippings shall be disposed of in Township dumpsters or on Township property.

H. All clippings shall be removed from all roadways, concrete pads, parking areas, and flower and shrub beds.

I. Vehicles and trailers used for transporting mowers and/or fertilizing equipment shall not be allowed to park in the areas of operation at any time.

2. GRASS TRIMMING

A. Trim grass around fixed objects and trees. Extreme case shall be used to prevent injury to fixed objects and trees

B. Rock Cut Road Transfer Station Transformer cage shall have weed control (Round-Up or other weed control spray) inside fenced area.

3. EDGING

Edge along all walks and curb areas every second mowing. Edging shall be no wider than ¹/₂" from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense. No edging debris shall be disposed of at the Agency unless previously arranged.

4. FALL CLEANUP (NOVEMBER 1 THROUGH NOVEMBER 15)

A final mowing and general cleanup of all areas should take place between 11/1 and 11/15 with **work completed no later than November 15.**



Amboy Compost Site 6296 Airport Rd. Syracuse, NY 13209

Red areas indicate lawn maintenance area Blue area indicates brush hog area



Ley Creek Transfer Station 5158 Ley Creek Dr. Liverpool, NY 13088

Red areas indicate lawn maintenance area



Rock Cut Road Transfer Station 5808 Rock Cut Road Jamesville, NY 13078 Red areas indicate lawn maintenance area

FORM B BIDDER BUSINESS INFORMATION FORM

1.	Name Of Firm:	
2.	Address:	
3.	Contact Person:	
4.	Phone Number:	
5.	Email Address:	
6.		and Operated ation - State of Incorporation: ation- State of Incorporation: e of Proprietor:
7.	Years in Business:	
8.	Describe the Firm's	Experience:
10.	Chief Executive/Ope	erating Officer:
	Name:	
	Address:	
	Phone Number:	

FORM C: BID SHEET

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

Facility:	Price per service:
Amboy	
6296 Airport Rd.	
Syracuse, NY 13209	
Ley Creek	
5158 Ley Creek Dr.	
Liverpool, NY 13088	
Rock Cut Road	
5808 Rock Cut Road	
Jamesville, NY 13078	

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

STAT	2 OF)
COUN) ss: (Y OF)
	, being duly sworn, deposes and says for
and or	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:	, 20By: 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

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