

**CORTLAND COUNTY BUILDINGS & GROUNDS DEPARTMENT
COUNTY OFFICE BUILDING, 60 CENTRAL AVENUE
CORTLAND, NEW YORK 13045**

PH: (607) 753-5068

FAX: (607) 758-5580

Notice to Bidders

Pursuant to the provisions of Section §103 of the General Municipal Law, State of New York, sealed bids will be accepted by the Clerk of the Legislature until **September 5, 2014 at 10:00 a.m.** at which time they will be publicly opened for the following service:

**14 B&G 01 - (Trash Service for Cortland County Office Building,
Highway Garage / Office, Dwyer Park, Planning Office, Jail / Public
Safety Building / Courthouse)
County Office Building
60 Central Ave.
Cortland, N.Y. 13045**

The County reserves the right to reject any or all bids received.

Cortland County Buildings & Grounds Department
8/19/2014

BP

**COUNTY OF CORTLAND
REQUEST FOR BIDS**

TRASH SERVICE AS OUTLINED HEREIN

1. Solicitation Process and Contract Award

- a. Verbal explanations or instructions given by a county employee to a bidder in regard to this solicitation will not be binding on the County. Formal requests for clarification of this bid solicitation or questions regarding the terms of this bid solicitation are to be directed in writing to Brian Parker, Buildings & Grounds Superintendent, 60 Central Avenue, Cortland, New York 13045. Any information given to a bidder in response to a formal request will be furnished to all bidders as an amendment to this solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to submission of uniform proposals. Only such amendments, when issued by the County Buildings and Grounds Department, will be considered as being binding on the County.
- b. While it is the County's expressed intention to provide for a fair and competitive solicitation for this contract, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest.
- c. This bid solicitation does not commit the County of Cortland to award a contract or to pay any costs incurred by the bidder in the preparation of a proposal. Any bidder who submits a proposal in response to this solicitation does so at their own expense including attendance at a proposal presentation meeting or meetings to discuss the specific nature of a proposal.
- d. The County of Cortland reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified bidders, or to cancel in part or in its entirety this bid if it is deemed in the best interest of the County to do so. The County of Cortland may require that the bidder tentatively selected participate in negotiations, and to submit further documentation and/or revisions of their proposal as may result from contract negotiations.
- e. The County of Cortland may award a contract based upon the proposals received, without discussion of such proposals with bidders. Each proposal should therefore, be submitted in the most favorable terms the bidder can make to the County of Cortland. The County of Cortland does, however, reserve the right to request additional data or an oral presentation in support of the written proposal.
- f. The awarding of a contract for the work outlined in this Bid Proposal subject to the approval of the Cortland County Legislature. Contract award decisions will be made public as soon as possible. Bidders should not assume that their proposal has been

approved until the receipt of official notification from the County of Cortland. Any expenditure incurred prior to the official notification by the County of Cortland will be the sole responsibility of the bidder.

- g. The Cortland County Buildings and Grounds Department and the County Administrator shall evaluate all proposals. It is anticipated that the County will act to select a firm on or about **September 25, 2014**.
- h. The County of Cortland fully complies with the regulatory requirements and spirit and intent of Affirmative Action and Equal Opportunity Employment.
- i. It is the intent of the county to award this contract to one Bidder.

2. Form of Contract

The County intends to develop its own contract for these services. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this solicitation (including the General Conditions) and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the bidder's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

3. Use of Subcontractors

Bidders may utilize subcontractors to complete the project specifications provided that the bidder is required to provide the information concerning such subcontractors to the County as part of the bid. In the event that a contract is awarded to a bidder choosing to utilize subcontractors, the successful bidder will be responsible for insuring that the subcontractors meet the requirements of this solicitation and the contract between the County and the successful bidder.

4. General Conditions

- a. In submitting a proposal a bidder agrees to be bound by the requirements set forth in the following General conditions. Whenever reference is made to the term "Contractor" this shall include the party with whom the County has entered into an agreement as well as any subcontractors whom the bidder has engaged to complete portions of the Scope of Services.
- b. In submitting a proposal, the bidder is certifying that:
 - i. The price proposal has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or any other competitor;

- ii. The bidder has not knowingly disclosed the price proposal submitted in this proposal directly or indirectly to any other bidder or competitor.
 - iii. No official or agent of Cortland County has a direct or indirect interest in the awarding of a contract for the services set forth in this bid.
- c. It is agreed that the Contractor shall be responsible for any loss, personal injury, death and/or any other damage that may be done or suffered by reason of the Contractor's negligence or failure to perform any of the obligations defined by this notice of bid and any subsequently awarded contract; and the Contractor hereby agrees to indemnify and hold the County harmless from any loss, cost, damages and other expenses suffered or incurred by the County by reasons of the contract's negligence or failure to perform any of the said obligations. The Contractor further agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this notice of bid and any subsequently awarded contract. The negligence of any agent, servant or employee of the contractor is deemed to be the negligence of the contractor within the meaning of this paragraph.
- d. It is understood that the Contractor is an independent contractor and shall not be considered an agent of the County nor shall any of the contractor's employees or agents be considered sub-agents for the County.
- e. The Contractor agrees to comply with the non-discrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, sex, gender identity, age, religion, national origin, disability, reprisal, protected genetic information, sexual orientation, marital & familial or parental status, political affiliation and/or receipt of public assistance.
- f. The Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in the proposal.
- g. The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the bidder's proposal, no contract shall be made by the contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.
- h. The exclusive means of disposing of any dispute arising under this notice of bid and

any subsequently awarded contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The contractor waives any dispute or claim not made in writing and received by the County within 30 days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information.

- i. The performance of work under the contract may be terminated by the County in whole or in part from time to time, effective upon receipt of notice, whenever the Contractor shall default in performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and fails to cure such default within a ten (10) day period after receipt of notification from the County specifying the default.
- j. The County may at any time make incidental changes within the general scope of the contract in the work and services to be performed. The contract shall be modified in writing to reflect any equitable adjustment justified by any increase or decrease in the Contractor's cost or time required for performance or change in scope of services.
- k. For contracts involving services, the successful Contractor shall provide within ten (10) days and prior to any work being performed, Certificates of Insurance properly executed by an authorized representative of his insurance underwriter, evidencing that the following is in effect:
 - i. Contractor shall procure and maintain insurance satisfactory to County covering all locations and facilities operated or maintained by Contractor in the following coverages and amounts:
 - A. Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate.
 - B. Automobile coverage, with a combined single limit of \$1,000,000, including coverage for Sudden/Accidental Pollution of the Environment.
 - C. Statutory Workers' Compensation and Disability coverages.
 - D. Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

E. Unemployment Insurance Benefits as required by statute.

- ii. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY and its officers, employees, agents and representatives as additional insured.
 - iii. Notice of termination of any such policies must be provided to the COUNTY at least thirty (30) days in advance. CONTRACTOR shall, on or before this 30 day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.
 - iv. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.
 - v. The CONTRACTOR shall furnish the above insurance to the COUNTY and shall also name the COUNTY OF CORTLAND as an additional insured in said policies.
- l. Prior to the preparation of a formal contract, the Contractor shall furnish a performance bond to be deposited with the County in an amount equal to one hundred percent (100%) of the accepted Proposal as security for faithful performance of this contract and furnishing materials in connection with this contract. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the proposal submitted. An Attorney-In-Fact who signs a performance or labor and materials payment bonds shall file with each bond or copy thereof a certified copy of their Power-of-Attorney to sign such bonds.
- m. The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- n. The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this agreement.

- o. By submission of a proposal under this solicitation, the bidder agrees that the County has 45 days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than 45 days of acceptance time.
- p. The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:
 - i. Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
 - ii. Where the contractor is a partnership, at least one general partner must sign;
 - iii. Where the contractor is a sole proprietor, the owner of the company must sign.
 - iv. All signatures on proposals, amendments and related correspondence must be by persons who are authorized to contractually bind the bidders.
- q. The term of this contract shall commence upon execution of a contract and terminate upon successful completion and full acceptance of the program by the County.
- r. This proposal is due in the Cortland County Legislative Clerk's Office by **September 5, 2014, @ 10:00 AM**

5. Scope of Proposal

The Cortland County Buildings & Grounds Department is seeking bids from qualified contractors to provide for: **Trash services as outlined in the following Specification for Garbage Service.**

**SPECIFICATION FOR GARBAGE SERVICE
COUNTY OF CORTLAND**

The Contractor shall collect; remove, transport and dispose of trash at the Cortland County Landfill from the following locations in the manner herein described:

- A. Cortland County Office Building
60 Central Avenue
Cortland, NY 13045

10 yard trash container – 3 times per week

- B. Cortland County Courthouse
Public Safety Building
Jail
54 Greenbush St.
Cortland, NY 13045

6 yard trash container – 3 times per week

- C. Cortland County Highway
Traction Drive
Cortland, NY 13045

4 yard trash containers – 1 time per week

- D. Dwyer Memorial Park
Little York Lake Rd.
Homer, NY 13077

6 yard trash container – 1 time per week (May 1-Sept. 30)

- E. Planning Office Building
37 Church St.
Cortland, N.Y. 13045

2 yard container – 1 time per week

***** *Please Note* *****

**All trash removed from the above locations MUST be deposited
in the Cortland County Landfill**

The term of this proposal shall be January 1, 2015 through December 31, 2019.

Please indicate per site cost and total annual cost:

- ***January 1, 2015 – December 31, 2015***
- ***January 1, 2016 – December 31, 2016***
- ***January 1, 2017 – December 31, 2017***
- ***January 1, 2018 – December 31, 2018***
- ***January 1, 2019 – December 31, 2019***

ADDITIONAL CONTAINERS

Please provide rental information for extra containers on a per diem basis as an Addendum to this bid.

The County has endeavored to incorporate within these specifications all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Bid Proposal. In submitting a proposal, a bidder is agreeing to provide services consistent with these specifications.

If a bidder identifies an additional element not included in these specifications, which in its judgment would be an essential element to accomplish the intended objectives as articulated in this bid solicitation, the bidder should identify this element in its proposal and explain in detail why the County should consider including this element within the Scope of Services. Conversely, if a bidder identifies a task within the Scope of Services, which it believes could be modified or deleted without impacting the objectives of the bid solicitation, the bidder should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

The County also reserves the right, after reviewing the bids, of including or excluding any of the acceptable materials for the collection day. The County further reserves the right to add materials if it so desires after selecting the successful applicant.

If during the engagement the selected bidder or the County identifies additional task requisite to the completion of the project, the bidder shall provide services to complete that task. The undertaking of any of the work or projects identified as a result of this project will be subject to approval by the County's Legislative Board. As such, it is anticipated that there will be a need for meetings and conferences between the selected bidder and County staff.

This proposal is signed by the bidder with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specification.

Company Name: _____

Address: _____

City, State, Zip Code: _____

County: _____

Federal Identification Number: _____

(Area Code) Telephone #: _____

(Area Code) Fax #: _____

E-Mail Address: _____

Website URL: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____