



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: September 16, 2014

Subject: PICK UP & DISPOSAL OF SEWER PLANT INCINERATOR ASH

Bid No.: 212314-002

Effective Dates: Bid has been extended through December 31, 2015

Vendor #: 101225

Vendor: ALLIED WASTE SERVICES OF NORTH AMERICA
5600 Niagara Falls Boulevard
Niagara Falls, NY 14304
Contact: David Grenier

Telephone: 716-285-3344

Pricing: \$41.83 per ton



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

August 15, 2014

Allied Waste Services of North America
5600 Niagara Falls Boulevard
Niagara Falls, NY 14304
Attn: David Grenier

Re: Bid #212314-002 – “Pick Up & Disposal of Sewer Plant Incinerator Ash”

Dear Mr. Grenier:

The County of Erie wishes to extend this agreement for an additional year through December 31, 2015 under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: Allied Waste Services of North America LLC.

Representative (Please print): DAVID GRENIER Title: DIVISION MGR.

Signature: David Grenier Date: 08-21-2014

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase
9/17/2014
DATE



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
 Division of Purchase
 Attention: CHARLES SAXE, BUYER (716) 858-6336
 95 Franklin Street, Room 1254
 Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following: BID

NUMBER: 212314.002 ← 212314-002

MLP

[Signature]

OPENING DATE: NOVEMBER 8, 2012 TIME: 3PM

FOR: PICK UP & DISPOSAL OF SEWER PLANT INCINERATOR ASH

NAME OF BIDDER: Allied Waste Services of North America, LLC

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance "CLASSIFICATION A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification

MLP

[Signature]

(Rev. 1/00)

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **ALLIED WASTE NIAGARA FALLS LANDFILL, LLC**, a New York limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RELATING TO THE BID
TO PROVIDE PICK UP & DISPOSAL OF
SEWER PLANT INCINERATOR ASH SERVICES
FOR THE COUNTY OF ERIE,
IN THE STATE OF NEW YORK**

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **DAVID A. GRENIER** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 5th day of November, 2012.



Eileen B. Schuler, Secretary

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 8th day of November, 20 12

TERMS Net 30 days DELIVERY DATE AT DESTINATION Upon NYS DEC approval of waste streams

FIRM NAME Allied Waste Niagara Falls Landfill, LLC

ADDRESS 5600 Niagara Falls Boulevard

Niagara Falls, New York ZIP 14304

AUTHORIZED SIGNATURE David Grenier

TYPED NAME OF AUTHORIZED SIGNATURE David Grenier

TITLE General Manager TELEPHONE NO. 716-285-3344

BID SPECIFICATIONS

5-3690

Pickup and Disposal of Incinerator Ash from the Southtowns Advanced Water Treatment Facility, 5-3690 Lakeshore Road, (Town of Hamburg), Buffalo, NY 14219. Estimated annual quantity is 1,500 tons,

Ash consists of sanitary waste residual from the Southtowns Treatment Plant, Ash has been incinerated by a fluidized bed incinerator and dewatered by use of drying beds. Grit obtained by the cleaning of sanitary sewer lines may be included with the ash. The actual percentage of grit mixed with the ash will be very small, if any.

All ash for disposal will have been stabilized by a process approved by NYSDEC. Ash will be dewatered to a Minimum of 20% + Solid Content. The ash will have been tested for the E.P. Toxicity and have been determined to be non-hazardous.

The successful bidder must have all necessary permits that may be required to transport and dispose of such material.

Vendor must supply 24 cu/yd roll off type container or may use a dump trailer for pick-ups. The Sewer District will load ash into dump trailer if this is the container to be used,

Delivery of containers and/or pick-up of filled containers must be made within 48 hours of call from Sewer District for service Holidays and weekends excluded.

All containers provided must have appropriate cover to keep out rain and snow, and, include a disposable plastic liner.

The 1,500 ton annual quantity is an estimate only. The Sewer District may generate more or less than this quantity during 2013. The successful vendor must pick up and dispose of all ash as requested by the Sewer District.

The Sewer District will only pay for actual number of tons of ash picked up and disposed of by vendor,

The successful bidder will be required to provide proof of insurance as per requirements of Erie County Standard Insurance Classification "A".

Bidder is requested to quote a price per ton for this service. Price per ton to be inclusive of container, pick-up, transport, disposal, labor, permits, cover, liner, etc., necessary to pick-up and dispose of ash.

Price to remain firm through December 31, 2013.

PRICING

Price per ton for pick-up and disposal of ash as per specifications.

\$41.83 per ton

NAME OF BIDDER

Allied Waste Niagara Falls Landfill, LLC

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, tire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, Judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. *The* undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- a At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - b In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of *the* County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.
32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 658-6395

(Rev. 04/09)

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply Full information concerning legal status:

FIRM NAME Allied Waste Services of North America, LLC

ADDRESS OF PRINCIPAL OFFICE STREET 18500 North Allied Way

CITY Phoenix

AREA CODE 480 PHONE 627-2700 STATE Arizona ZIP 85054

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

If foreign corporation, state if authorized to do business in the State of New York'

YES NO

TRADE NAMES: Allied Waste Niagara Falls Landfill, LLC

ADDRESS OF LOCAL OFFICE STREET 5600 Niagara Falls Boulevard

CITY Niagara Falls

AREA CODE 716 PHONE 285-3344 STATE New York ZIP 14304

NAMES AND ADDRESSES OF PARTNERS:

