REQUEST FOR PROPOSAL AND
MINIMUM SPECIFICATIONS FOR
THE PURCHASE (all or part),
LEASE (all or part),
OR
OPERATE (all or part) OF
CATTARAUGUS COUNTY SOLID WASTE
SYSTEM

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS (DPW)
REFUSE DIVISION

Public Works Committee 303 Court Street Little Valley, New York 14755

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development - Progress - Workmanship



Jack Ellis Drive 8810 Route 242 Little Valley, New York 14755 Phone (716) 938-9121 FAX (716) 938-2753

Joseph T. Pillittere Deputy Commissioner

Mark C. Burr, P.E. Director of Engineering

Sealed proposals for <u>Purchase (all or part)</u>, <u>Lease (all or part)</u>, <u>or Operate (all or part)</u> of <u>County Solid Waste System</u> for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned until <u>October 20, 2011</u>. It shall be the sole responsibility of the proposer to have its proposal delivered on or before the stated time and date.

All proposals must be sealed and clearly marked:

ATTENTION: DPW PROPOSAL NO. 207 -

Purchase (all or part), lease (all or part), or operate (all or part) of the Cattaraugus County Solid Waste System

Proposals must be delivered to Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755. Any proposal not clearly marked will not be considered.

Proposal sheets and instructions may be obtained at the Cattaraugus County Department of Public Works. 8810 Route 242, Little Valley, New York 14755. Contact Duane Hill at (716) 938-9121, Ext. 2465.

All proposals received are subject to all federal and state controls concerning said item(s).

All proposals must be accompanied by a NON-COLLUSIVE CERTIFICATION. Any proposal submitted without such certification will not be accepted. Any proposal not meeting <u>ALL</u> specifications will not be considered.

The County reserves the right to reject any or all proposals, to waive any informalities, irregularities, and technicalities, and request re-submission. The County has no obligation to accept the lowest cost proposal. The County reserves the right to award the contract to the lowest responsible proposer submitting a responsive proposal which is most advantageous and in the best interest of the County.

Public Notice

Draft Request for Proposals

Cattaraugus County - Draft Request for Proposals for the Purchase (all or part), Lease (all or part), or Operate (all or part) of Cattaraugus County's Refuse System, Cattaraugus County, New York.

Notice to Proposers: Notice is hereby given that sealed proposals are sought and requested for Cattaraugus County, herein referred to as the "County" for Solid Waste Services according to the specifications of a contract for refuse hauling and disposal, including the proper collection and disposal of recyclables. Also included, is the scheduling of two separate collection events that include household hazardous waste and tires. Sealed proposals will be received by the Procurement Specialist on October 20, 2011, no later than 2:00 p.m. standard time, at his office in the Public Works Building, 8810 Route 242, Little Valley, New York 14755.

In accordance with New York State General Municipal Law 120-w, it is the intention of the County to enter into negotiations for an agreement with the contractor(s) whose proposal(s), in the judgment of Cattaraugus County, best serves its needs, considering net costs, technical feasibility and reliability, resources, financial condition, risk allocation, and experience in similar operations. A five-year service period is being sought, with the potential for extension of the contract (s) for an additional five-year period, upon mutual consent. Contractors must identify sufficient equipment and facilities to collect and haul approximately 9,186 tons of solid waste and/or process approximately 3,141 tons of recyclables.

The Draft Request for Proposals may be obtained at the Public Works Building, 8810 Route 242, Little Valley, New York 14755, Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m. from Tuesday, August 9, 2011 to October 14, 2011.

The proposal shall be made upon the form provided therefore and all blank spaces in the form shall be fully filled. Signatures shall be in longhand and the completed form shall be without interlineation, alteration or erasure.

No oral, telegraphic or telephonic proposals or modifications will be considered.

Sealed proposals must be in the hands of Duane Hill, Cattaraugus County DPW, 8810 Route 242, Little Valley, New York 14755, no later than 2:00 p.m. Standard Time on October 20, 2011. Sealed proposals must be submitted in sealed envelopes. The envelope is to be plainly marked on the outside.

INSTRUCTIONS TO PROPOSER

PROPOSAL DEPOSIT

A certified check for Five Hundred dollars (\$500) must be submitted with the proposal. The undersigned agrees that the proposal security may be retained by the County until contracts have been signed. Should the successful vendor to whom the proposal is awarded fail to execute the agreement submitted by the county in accordance with the formal proposal and other contract documents, the certified check shall be forfeited to the County as liquidated damages caused by such failure.

2. PERFORMANCE BOND

The successful vendor or vendors shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County and furnish a performance bond running to the County of Cattaraugus in the amount of Fifty Thousand dollars (\$50,000), which will be retained until completion of the contract. The Performance Bond must be in a format acceptable to the Cattaraugus County Attorney.

3. PROPOSAL FORM

Proposal shall be submitted on these Cattaraugus County Proposal forms or proposal will not be considered. Proposal must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if no proposal on an item, the designation NIB (no proposal).

4. CHANGES

Any change in wording or interlineation by a proposer of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such proposer, or in the event that such change in the Invitation for proposal is not discovered prior to entering into a contract, to void any contract entered into pursuant to such a proposal.

INFORMALITIES

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. The contract award will be made to the responsible proposer submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

PROPOSAL TIME

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals, or authorized postponement thereof. Any proposal received after the time specified shall not be considered.

7. INVESTIGATIONS

The County may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. PROPOSAL ENVELOPE

Each proposal must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the proposer. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as a part of the proposal. Proposals submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

11. REFERENCES

A list of references, including at least one reference located in Western New York, for whom the proposer has done work in the past must accompany the proposal.

12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this proposal:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated herefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

13. DELIVERY SCHEDULE

Failure to meet delivery or completion schedule as per accepted proposal may result in legal action by Cattaraugus County to recover damages.

14. TAXES

No taxes are to be billed to the County. Proposal 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. Any applicable taxes from which the County is <u>not</u> exempt shall be listed separately as cost elements, and added into the total net proposal.

15. COMPLIANCE WITH LAWS

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

16. DISCRIMINATION

The successful proposer agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

17. CONTRACT ASSIGNMENTS

The proposer shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

18. ADDITIONAL INFORMATION

Any additional information which proposer desires to add to the proposal shall be written on a separate sheet of paper, attached to and submitted with the formal sealed proposal, to be read at the formal opening.

19. HOLD HARMLESS

The successful proposer to whom the proposal is awarded shall indemnify and hold harmless Cattaraugus County 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 proposal.

20. PROPOSAL VALIDITY

This proposal is firm and irrevocable for a period of 45 days from the date and time of the proposal opening. If a contract is not awarded within the 45 day period, a proposer to whom the proposal has not been awarded, may withdraw his proposal by serving written notice of his intention to do so upon the Clerk of the County Legislature.

21. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is

contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

22. PRICE IS FIRM

The unit prices proposed shall remain firm, and any other charges proposed shall also remain firm, for work, and/or services described in this proposal in accordance with the detailed specifications for those services. No cost increase shall be charged for any reason whatsoever.

23. PROPOSER AFFIRMATION

In executing this proposal, the proposer affirms that all of the requirements of the specifications are understood and accepted by the proposer, and that the prices quoted include all required materials and services. The undersigned has checked all of the proposal figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. Mistakes or errors in the estimates, calculations or preparation of the proposal shall not be grounds for the withdrawal or correction of the proposal, the unit price will

govern.

24. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days notice prior to nonrenewal or cancellation of these policies. Certificate of Insurance shall be furnished by the proposer with its proposal submittal.

25. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

26. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

REQUEST FOR PROPOSAL FOR THE OPERATION/OR LEASE/PURCHASE OF THE CATTARAUGUS COUNTY REFUSE TRANSFER SYSTEM

GENERAL:

- 1. The intent of the proposal to inform pre-qualified waste service companies of the type and amount of equipment available and the level of service to be maintained by a waste company which may be contracted with to: purchase (all or part), lease (all or part) or operate (all or part) of the Cattaraugus County Solid Waste System. Please address any questions concerning this document or the required services described herein to Cattaraugus County Department of Public Works, Refuse Division.
- Each proposer shall visit each transfer station site to thoroughly inform himself/herself of all the conditions, equipment, etc that are of importance in the submitting of this proposal. Arrangements can be made by calling Cattaraugus County Department of Public Works, Refuse Division, at 716-938-9121.
- 3. Cattaraugus County is providing vendors with multiple ways to respond to this proposal. These include four (6) methods of response. The methods of response are not mutually exclusive, therefore, a single vendor may respond in multiple fashions with associated proposals. The six (6) methods are:
 - a. Method #1-Purchase and operation of the complete Refuse system;
 - b. Method #2-Lease of the complete Refuse system;
 - c. Method #3 Operate the complete Refuse System,
 - d. Method #4 Purchase component part(s) of the Refuse system;
 - e. Method #5 Lease of component part(s) of the Refuse System,
 - f. Method #6 Operation of component part(s) of the Refuse System

Under methods #4, #5 and #6 a vendor can propose to do component parts of the complete system. For example, this could include operating selected transfer station(s) or discrete items (e.g., like handling recyclables for all the current transfer stations, just doing the hazardous waste or tire components specified below).

- 4. Cattaraugus County reserves the right to accept or reject any part or in whole, the proposals that are submitted. The county reserves the right to investigate each company's capability to provide the needed service for this proposal.
- 5. The Cattaraugus County Legislature or its designee will have the final say as to which company, in the opinion of the County, is most qualified and offers the best proposal, and is in the best interest of the County.
- 6. The term of the contract for "Method #2-Lease of the complete refuse system", "Method #3 Operate the complete Refuse System" and "Method #5 Lease of component part(s) of the Refuse System" and "Method #6 Operation of component part(s) of the Refuse System Operation of component part(s) of the Refuse system" will be five (5) years with an additional five (5) year extension, if mutually agreed upon by both parties, under the same terms and conditions.
- 7. The County reserves the right to select the proposal method that financially is most

advantages to the County and award the contract accordingly.

8. All tipping fees and related cost are the responsibility of the successful vendor.

SCOPE OF SERVICES:

- The vendor will be required to maintain the current level of service being offered to the residents of Cattaraugus County, or submit its own plan on how their company will provide services to residents on a county-wide basis. This applies to all methods of making a proposal.
- 2. Collection of recyclables is required (listed in attachments). This applies to Method #1, #2 and #3, and possibly Methods #4, #5 and #6 depending upon the nature of the proposal.
- 3. The collection of household hazardous waste is required and must be done at least annually. This applies to Method #1, #2 and #3, and possibly Methods #4, #5 and #6 depending upon the nature of the proposal.
- 4. A tire collection is required and must be done at least annually. This applies to Method #1, #2 and #3, and possibly Methods #4, #5 and #6 depending upon the nature of the proposal.
- It is the vendor's responsibility to transport or arrange for the transport and disposal of all waste/recyclables generated through this system (estimated to be 17,245 tons in 1999).
 This applies to all methods of making a proposal.
- 6. It is the vendor's responsibility to provide all labor to accomplish required tasks. This applies to all methods of making a proposal.
- 7. Any additional equipment which the vendor may feel necessary to accomplish the task shall be provided by that vendor. This applies to all methods of making a proposal.
- 8. Equipment and facilities currently owned by the county can be included, but is not required to be included, as part of the proposal. If they are included a purchase price for both equipment and facilities need to be noted. This applies to Method #1, #2 and #3, and possibly Methods #4, #5 and #6 depending upon the nature of the proposal.
- 9. Day to day maintenance shall be the responsibility of the successful vendors. This applies to all methods of making a proposal.
- 10. The vendor mayor may not use the current transfer station locations, but levels of service need to be maintained in all areas of the County currently served. If current transfer stations are not used, or their use modified, the vendors needs to clearly delineate how levels of service will be maintained. This applies to Method #1, #2 and #3, and possibly Methods #4, #5 and #6 depending upon the nature of the proposal.
- 11. The vendor will make every effort to transition existing County staff to the greatest extent possible. This applies to all methods of making a proposal.
- 12. In the case of equipment replacement, only stationary equipment, e.g., compactors units shall be the responsibility of the County if the transfer station operation is leased or operated for the county. This only applies to Method #2, #3, #5 and Method #6. If the transfer station(s) are sold, then all equipment needs becomes the responsibility of the purchaser. This applies to Methods #1 and #4.

EQUIPMENT (7/29/2011):

The Salamanca transfer station is the hub of our operation. The County has four road tractors, three compacting trailers, two roll-off trailers, and two recycling truck operating out of this station and servicing the rest of the transfer stations. We also have one tractor-trailer stationed at our Farwell facility in Ischua that primarily hauls garbage from the Portville station.

Salamanca Equipment:

- 5 53 yard TranStor" containers for waste
- 2 Accurate 5 yard stationary compactors with 50 yard ejection boxes for plastic and corrugated cardboard
- 1 50 yard open top box for metal
- I 50 yard open top box for Freon appliances
- I 50 yard closed box for mixed paper
- 1 50 yard closed box for yard debris
- 1 40 yard open top box for glass consolidation
- 1 30 yard gable top box for plastic in public area
- 2 6 yard Haul All recycling boxes for tin cans and glass
- 1 loader
- Non-County owned clothing box

Portville Equipment:

- 5 53 yard TranStor® containers for waste
- 2 50 yard open top boxes for metal
- I 50 yard closed box for mixed paper
- I 50 yard closed box for corrugated cardboard
- I 50 yard closed box for yard debris
- I 50 yard open top box for Freon appliances
- 5 6 yard Haul All recycling boxes for plastic, tin cans, and glass
- I tractor
- Non-County owned clothing box
- Non-County owned port-a-john

Allegany Equipment:

- 17 6 yard Haul All boxes for household garbage
- 7 6 yard Haul All boxes for plastic, tin cans, and glass
- I 50 yard closed box for mixed paper
- I 50 yard closed box for corrugated cardboard
- 1 50 yard closed box for yard debris
- I skid-steer loader
- Non-County owned clothing box
- Non-County owned port-a-john

Five Points Equipment:

- I Accurate 4 yard stationary compactor with 50 yard ejection box for garbage
- I 50 yard open top box for bulky debris
- I 50 yard open top box for metal
- I 50 yard open top box for Freon appliances
- I 50 yard closed box for corrugated cardboard
- 4 6 yard Haul All boxes for plastic, tin cans, and glass
- 3 Non-County owned 6 yard containers for mixed paper recycling

Machias Equipment:

- 1 Accurate 4-yard stationary compactor with 50 yard ejection box for garbage
- I 50 yard open top box for bulky debris
- 1 50 yard open top box for metal
- 1 50 yard closed box for corrugated cardboard
- 3 6 yard Haul All boxes for plastic, tin cans, and glass
- I tractor
- 3 Non-County owned 6 yard containers for mixed paper recycling
- Non-County owned clothing box
- Non-County owned port-a-john

Dayton Equipment:

- I Accurate 4 yard stationary compactor with 50 yard ejection box for garbage
- I 50 yard open top box for bulky debris
- I 50 yard open top box for metal
- I 28 yard open top box for Freon appliances
- 1 50 yard closed box for corrugated cardboard
- 3 6 yard Haul All boxes for plastic, tin cans, and glass
- I skid-steer loader
- 3 Non-County owned 6 yard containers for mixed paper recycling
- Non-County owned clothing box
- Non-County owned port-a-john

Conewango Equipment:

- 2 53 yard TranStor® containers for waste
- I 50 yard open top box for metal
- I 28 yard open top box for Freon appliances
- I 50 yard closed box for corrugated cardboard
- 3 6 yard Haul All boxes for plastic, tin cans. and glass
- 1 skid-steer loader
- 3 Non-County owned 6 yard containers for mixed paper recycling
- 1 Non-County owned port-a-john

Onoville Equipment:

- 1 50 yard closed box for waste
- 1 50 yard open top box for metal
- 1 6 yard Haul All box for plastic and tin cans
- 1 I yard Haul All container for glass
- 2 1 yard bins for mixed paper

Little Valley Shop:

- 1 40 yard ejection box with stationary compactor
- 1 50 yard open top box for bulky waste
- 1 30 yard open top box for metal
- 1 50 yard closed box for shredded paper
- 1 50 yard closed box for storage

Miscellaneous Equipment:

In addition to the equipment listed above, the Department also has the following. the majority of which is stored at Salamanca:

- 5 50 yard and 2 40 yard open top boxes used for switching loads at the stations and as spares for highway and municipality use
- 2 50 yard ejection boxes for switching loads at the stations
- 2 50 yard closed boxes for switching mixed paper and corrugated cardboard at the stations
- 2 50 yard open top boxes for storing tires and propane tanks at Salamanca
- 1 2010 utility truck
- 1 2005 pickup truck
- 1 loader (used at Farwell)
- 1 spare skid-steer loader

PROPOSAL FORM

METHOD:	#1 Purchase and operation of complete refuse system	
The company, signified by name, additional Cattaraugus County according to these	ress and signature below, will purchase and operate the refuse system of e specifications for a payment to Cattaraugus County of:	
	\$	
(TI	he \$50,000.00 Performance Bond is not required if the transfer stations are purchased from the County).	
	and submitting a bid, the vendor acknowledges that they have rects of this document as presented. Conditional bids will not be	
Name of Firm		
Name of Firm: Print/Type Name:	Signature:	
Address:	Phone: Fax:	

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE

Date: _____

Method #2 Lease and operation of complete refuse system

ON A COMPANY LETTER HEAD, PLEASE DESCRIBE, IN DETAIL, THE FINANCIAL ARRANGEMENTS YOUR COMPANY PROPOSES FOR THE OPERATION OF ALL THE FACILITIES MENTIONED IN THE SPECIFICATION AND ACCORDING TO THE QUALITY OF SERVICE MENTIONED HEREIN. PLEASE NOTE THE MONTHLY LEASE AMOUNT PROPOSED:

(Term: 5-year o	contract)	

NOTE: By signing this bid form and submitting a bid, the vendor acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

Name of Firm:		
Print/Type Name:	Signature:	_
Address	Phone:	
	Fax:	
	Date:	_

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

Method #3 Operate complete refuse system

ON A COMPANY LETTER HEAD, PLEASE DESCRIBE, IN DETAIL, THE FINANCIAL ARRANGEMENTS YOUR COMPANY PROPOSES FOR THE OPERATION OF ALL THE FACILITIES MENTIONED IN THE SPECIFICATION AND ACCORDING TO THE QUALITY OF SERVICE MENTIONED HEREIN.

THE QUALITY OF SERVICE MENTIONED HEREIN.	CILITIES MENTIONED IN THE SPECIFICATION AND ACCORDING
PLEASE NOTE THE MONTHLY OPERATOR FE	FE TO BE PAID TO THE COUNTY:
TEE/IGE NOTE THE MOINTER OF ENVIOREE	LE TO BETTAIN TO THE OCOUNT.
(\$(Term: 5-year contract)
understand and agree to all aspects of this of	ing a bid, the vendor acknowledges that they have read, document as presented. Conditional bids will not be
accepted.	
Name of Firm:	Signaturo
Print/Type Name:Address:	Signature: Phone:
Addiess.	Fax:
	Date:

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE

Method #4 Purchase a component part of the Refuse system

OU

WISH TO PURCHASE. PLEASE FURTHER DESCRIBE THE AREA IN WHICH THIS ITEM IS PURCHASED? W	E, IN DETAIL, THE COMPONET PART OF THE REFUSE SYSTEM Y E HOW YOUR COMPANY PROPOSES TO OPERATE FACILITIES I HAT FINANCIAL ARRANGEMENTS DOES YOUR COMPANY RVING THE AREA ADDRESSED BY THE REFUSE SYSTEM ASE PRICE FOR THE SPECIFIED COMPONET?
	\$
	formance Bond is not required if the are purchased from the County).
NOTE: By signing this bid form and submittir understand and agree to all aspects of this d accepted.	ng a bid, the vendor acknowledges that they have read, locument as presented. Conditional bids will not be
Name of Firm:	Cianatura.
Print/Type Name:Address:	Signature: Phone:

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE

Date: _____

Method #5 Lease a component part of the Refuse system

	•
ON A COMPANY LETTER HEAD, PLEASE DESCRIBE, IN D SYSTEM YOU WISH TO LEASE. PLEASE FURTHER DESCI OPERATE FACILITIES IN THE AREA IN WHICH THIS ITEM DOES YOUR COMPANY PROPOSE FOR THE OPERATION THE REFUSE SYSTEM COMPONET LEASED? WHAT IS FO COMPONET? PLEASE NOTE THE MONTHLY LEASE AMOU	RIBE HOW YOUR COMPANY PROPOSES TO IS LEASED? WHAT FINANCIAL ARRANGEMENTS OF A FACILITY SERVING THE AREA ADDRESSED BY DR MONTHLY LEASE PRICE FOR THE SPECIFIED
\$	
(Term: 5-ye	ear contract)
NOTE: By signing this bid form and submitting a bid	the vendor acknowledges that they have read
understand and agree to all aspects of this documer accepted.	nt as presented. Conditional bids will not be
accepted.	
Name of Firm:	
Name of Firm: Print/Type Name:	Signature:
Address:	Phone:
	Fax:

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

Method #6 Operate a component part of the Refuse system

ON A COMPANY LETTER HEAD, PLEASE DESCRIBE, IN DETAIL, THE COMPONET PART OF THE REFUSE SYSTEM YOU WISH TO OPERATE. PLEASE FURTHER DESCRIBE HOW YOUR COMPANY PROPOSES TO OPERATE THIS COMPONENT? WHAT FINANCIAL ARRANGEMENTS DOES YOUR COMPANY PROPOSE FOR THE OPERATION OF A OF THIS COMPONENT? WHAT IS FOR MONTHLY OPERATOR FEE PROPOSED FOR THE SPECIFIED COMPONET? PLEASE NOTE THE MONTHLY OPERATOR CHARGE AMOUNT PROPOSED:

ONENT? NOTE T	WHAT IS FOR MONTHLY OPERATOR FEE PROPOSED FOR THE MONTHLY OPERATOR CHARGE AMOUNT PROPOSED:
	\$(Term: 5-year contract)

NOTE: By signing this bid form and submitting a bid, the vendor acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

Name of Firm:		
Print/Type Name:	Signature:	
Address:	Phone:	
	Fax:	
	Date:	_

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:	its are as Follows	2:		1			
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	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
* ** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem Ops.	Include	Include	Include	Include	Include	Include	Include
Prods Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	epnlpul	Include	Include	Include	Include
BF Property Damage	Include			Include			
X,C,U	Include						
Personal Injury	Include	Include	Include	lnclude	Include	Include	Include
Liquor Law				Include			
Host Liquor	ā			Include			
					102		
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	apnipul	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
* ** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
WORKERS' COMP. DISABILITY	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				
5/							

^{*} The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

^{**} Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

^{***} Professional Liability policies are not required to have the County as Additional Insured

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

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 knowledge and belief:

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 with any competitor;

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

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.

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have hereunto subscr	ibed my name	e under the penalt	ies of period	at				*******	and whitesterness (the
on this day of		s ander the penan	.20	.y at					19
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(For use of partnership	bidder)					No. 25			a * 0
IN WITNESS WH	EREOF, thi	s non-collusive	bidding cer	rtification	has b	een subscri	bed, under	the penalties	of periury, at
by				_ on this _		day of	51		, 20,
		SPACE IN	_, one of	ine par	iners	or co-parti	iers of the	partnership	composed of
doing business un	nder the st	yle, partnership	, and fir	m name	of				
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					Co-Pa	artner			************
(For use of corporate bi	dder)						00		
RESOLVED, that				(nam	e of co	proporation) h	e authorized	to sign and su	hmit the hid or
and to include in our	h bid or prop	osal the certificat	e as to non-	collusion	require	ed by Sectio	n 103-d of tl	he General Mu	nicipal Law as
the act and deed of or	on corporation	in, and for any in:	iccuracies of	r misstater	nents i	n such certif	icate, this co	rporate bidder	shall be liable.
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LEGAL STATUS INFORMATION

To facilitate corre	ct drawing and execu	tion of contract, bidder	shall supple full infor	mation concerning legal status
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PRINCIPAL OFF Street	9. FT . OT GENERAL TO			
City, State	e, Zip			2
Area Code	e	Telephone		
LOCAL OFFICE Street				
City, State	e, Zip	*		
	S)	Telephone		
CONTRACT TO	BE SENT TO: Princ	ipal Office Loc	cal Office	
CHECK ONE:	(Incorporated un	Partnership nder the Laws of the State pration, state if authorize No Not Applic	e ofd to do business in the)
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NAME, TITLE, A BIDDER:	AND ADDRESS OF	PERSON AUTHORIZE	D TO SIGN CONTR	ACT ON BEHALF OF
Name:				
Title:		-		
Address:				

PROPOSAL FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE LITTLE VALLEY, NEW YORK

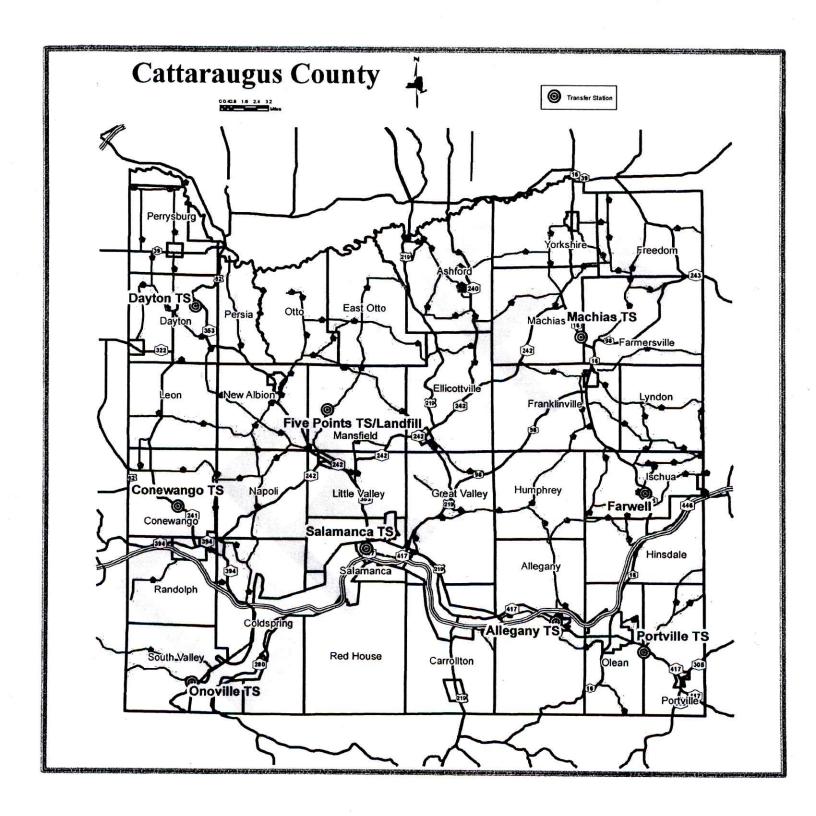
TO: Cattaraugus County Legislature, Little Valley, New York, herinafter called the County.

The undersigned, desiring to interpose a proposal to provide services for the OPERATION OF, or PURCHASE/OPERATION OF THE REFUSE SYSTEM for Cattaraugus County, does herby accept all terms, conditions, and agreements contained and set forth in the Notice to Proposers, Instructions to Proposers, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contact with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this proposal is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the proposal prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the proposer has abandoned his/her right to enter into contract and thereupon the proposal and acceptance shall be null and void.

The full name and residences of all personare as follows: (Individuals or partnership propo	ons and parties interested in the foregoing proposal as principals osals only)
INDIVIDUAL, PARTNERSHIP OR CORPORA	ATE USE
The undersigned certifies, under penalty	of perjury, that he/she is fully authorized to sign this proposal.
Name and Address of Proposer:	Authorized Signature and Title
	Signature
	Title
	Date



CATTARAUGUS COUNTY TRANSFER STATIONS Statistical Information As of 10/29/10

Allegany:

Customers/Week: 850 (winter months), 1,300 (summer months); average 400+ customers on Saturday

Hours of Operation:

Tuesday - Friday 8 am - 5 pm

8 am – 5 pm 8 am – 4 pm

Staffing:

1 full-time and 1 part-time Transfer Station Operator 5 days/week

Materials Accepted:

Saturday

2009 Waste Total:

778 tons

Garbage: equivalent of 5 – 30 gallon bags/day Tires: 780 tires received in 2 collections this year

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets; and clothing box

Roll-off boxes for paper (includes newspapers, magazines, junk mail, etc.), corrugated cardboard, and yard waste

Not Accepted:

No bulky items, scrap metal, refrigerant units, propane tanks, or vehicle batteries are accepted at this station.

Conewango:

Customers/Week:

225 (winter months), 250 (summer months); average 150 customers on Saturday

Hours of Operation:

Wednesday 9 am - 5 pm

Saturday 8 am – 4 pm

Materials Accepted:

2009 Waste Total (estimated):

l part-time transfer station operator

Staffing:

470 tons

Garbage and bulky materials

Tires: 525 tires received in 2 collections this year

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets, Abitibi paper boxes, clothing box, propane tanks, vehicle batteries

Roll-off boxes for scrap metal, corrugated cardboard, and refrigerant units

Not Accepted:

No yard waste is accepted at this station.

Dayton:

Customers/Week: 250 (winter months), 350 (summer months); average 210 customers on Saturday

Hours of Operation:

Saturday **Tuesday**

8 am - 4 pm 9 am - 5 pm

Staffing:

1 part-time transfer station operator

Materials Accepted:

Garbage and bulky materials

2009 Waste Total: 482 tons

Tires:

795 tires received in 2 collections this year

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets, Abitibi paper boxes, clothing box, propane tanks, vehicle batteries

Roll-off boxes for scrap metal, corrugated cardboard, and refrigerant units

Not Accepted:

No yard waste is accepted at this station.

Five Points:

300 (winter months), 400 (summer months); average 200 customers on Saturday Customers/Week:

Hours of Operation:

Thursday

9 am - 5 pm Friday & Saturday

8 am - 4 pm

1 part-time transfer station operator

Staffing:

Materials Accepted:

2009 Waste Total:

616 tons

Garbage and bulky materials Tires:

692 tires received in first collection this year (2nd collection on 10/30)

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets, Abitibi paper boxes, propane tanks, vehicle batteries

Roll-off boxes for scrap metal, corrugated cardboard, and refrigerant units

Yard waste accepted at adjacent compost area (any quantity)

Not Accepted:

No clothing box at this station.

Machias:

Customers/Week: 350 (winter months), 450 (summer months); average 225 customers on Saturday

Hours of Operation:

9:30 am - 5:30 pm

1 part-time transfer station operator

Saturday

Tuesday & Wednesday

8 am - 4 pm

2009 Waste Total:

Garbage and bulky materials

Materials Accepted:

706 tons

1625 + tires received in 2 collections this year Tires:

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets, Abitibi paper boxes, propane tanks, vehicle

Roll-off boxes for scrap metal, corrugated cardboard, and refrigerant units

Not Accepted:

No yard waste is accepted at this station.

Onoville:

Customers/Week: 15-25; Customers use the same garbage box that is used by the Marina for their waste collections.

Hours of Operation: Saturday

8 am - 12 noon

Staffing:

1 part-time transfer station operator

Materials Accepted:

2009 Waste Total:

37 tons (56 tons with Marina garbage) Garbage and bulky materials

<75 in one collection per year Tires:

Recycling: glass, tin cans, plastic, paper, electronics, propane tanks, refrigerant units, and vehicle batteries are collected as they come in and taken to Salamanca by either the recycling truck or pickup truck

Roll-off box for scrap metal

Not Accepted:

No yard waste is accepted at this station.

Portville:

Customers/Week: 1,000 (winter months), 1,600 (summer months); average 475 cars on Saturday, peak 630

Staffing:

and the	ALIOI
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Fuesday – Friday 8 am – 5 pm Saturday 8 am – 4 pm

2 full-time transfer station operators Tuesday – Friday, 1 additional part-time operator on Saturday

Materials Accepted:

2009 Waste Total:

Garbage and bulky materials

3,643 tons

Tires: 1682 tires received in 2 collections this year

Recycling: glass, tin cans, plastic (in HL-6 containers); electronics on pallets, clothing box, propane tanks, and vehicle batteries Roll-off boxes for scrap metal, paper (includes newspapers, magazines, junk mail, etc.), corrugated cardboard, refrigerant units, and yard waste

Not Accepted:

All items are accepted at this station.

Salamanca:*

975 (winter months), 1,200 (this summer with bridge out); average 300 customers on Saturday Customers/Week:

Staffing:

Hours of Operation:

Monday – Friday 7:30 am – 5:30 pm Saturday 8 am – 4 pm

1 full-time CDL-A operator Monday - Friday

1 full-time CDL-A operator Tuesday - Saturday

1 part-time operator on Monday, 2 part-time operators Saturday

Materials Accepted:

2009 Waste Total:

5,682 tons (includes waste from Five Points, Machias, Dayton,

Allegany, and Onoville)

Garbage and bulky materials

Tires: 1,004 tires received in 2 collections this year

Recycling: glass and tin cans in HL-6 containers, electronics on pallets, clothing box, propane tanks, and vehicle batteries

Roll-off boxes for scrap metal, paper (includes newspapers, magazines, junk mail, etc.), corrugated cardboard, tin cans, refrigerant units, and yard waste

Not Accepted:

All items are accepted at this station.

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development - Progress - Workmanship

Commissioner

Joseph T. Pillittere Deputy Commissioner

Mark C. Burr, P.E. Director of Engineering



Jack Ellis Drive 8810 Route 242 Little Valley, New York 14755 Phone (716) 938-9121 FAX (716) 938-9056

Cattaraugus County Transfer Stations

Allegany

11 West Union Street Allegany, NY 14706

Phone: 716-372-7822

Hours Tues. - Fri. 8 to 5, Sat. 8 to 4

Conewango

4640 Route 241

Conewango, NY 14726

Phone:716-358-5300

Hours Wed. 9 to 5, Sat. 8 to 4

Dayton

9270 Cabic Road Dayton, NY 14041

Phone: 716-532-4490

Public / Commercial Hours

Tues. 9 to 5, Sat. 8 to 4

Farwell Compost Facility

1430 Farwell Road Ischua, NY 14743

Five Points

6909 Toad Hollow Road Mansfield, NY 14755

Phone: 716-938-6450

Hours Thurs. 9 to 5, Fri. and Sat. 8 to 4

Machias

8630 Route 16 Machias, NY 14101

Phone:716-676-3730

Hours Tues. and Wed. 9:30 to 5:30, Sat. 8 to 4

Onoville

704 West Bank Perimeter Road

Steamburg, NY

14783

Phone:716-354-2615

Hours Sat. 8 to 12

Portville

99 Critchlow Drive

Westons Mills, NY

14788

Phone:716-372-6298

Hours Tues. - Fri. 8 to 5, Sat. 8 to 4

Salamanca

289 Center Street

Salamanca, NY

14779

Phone: 716-945-1212

Public Hours: Monday - Fri. 7:30 to 5:30,

Sat. 7:30 to 4:00

Commercial Hours

Monday - Fri. 9:00, to 4:00.

Sat. 7:30, to 4:00

Changes at Cattaraugus County Transfer Stations Bulky Disposal Fee Increases and Electronics Recycling Effective January 1, 2010

Effective January 1, 2010, the fee to dispose of bulky materials at Cattaraugus County transfer stations will increase. The price to throw away a miscellaneous item of solid waste will rise to \$5.00 per item. Miscellaneous items of solid waste include, but are not limited to, chairs, sofas, tables, rugs, mattresses, toilets, etc. The volume fee to dispose of bulky loads such as construction and demolition debris will increase to \$20 per cubic yard. A standard-sized pickup truck loaded six inches above the original manufactured sides is three cubic yards; therefore a pickup load as described above would be charged \$60 for disposal.

The fee increase will not affect the cost of disposing of garbage bags, which are: \$1.00 per 15 gallon bag (tall white kitchen bag) or equivalent; \$2.00 per 30 gallon bag (regular brown or green bag) or equivalent; and \$4.00 per 55 gallon bag (contractor bag).

Also effective January 1, 2010, Cattaraugus County will begin a new program of recycling electronic waste at all County transfer stations. There will be no fee to recycle electronics such as computer terminals, printers, scanners, keyboards, mice, wiring and cabling, fax machines, typewriters, microwaves, cell phones, business machines, copiers, cash registers, etc. Monitors and televisions will also be accepted for recycling, but these items require special handling by the recycler and a \$5.00 fee will be charged for each monitor and television.

If you have any questions regarding these changes or other issues concerning the transfer stations, please call 938-2486.

<u>Transfer Station Regulations:</u> Please follow these guidelines in preparing your materials for recycling at Cattaraugus County Transfer Stations.

MATERIALS	PREPARATION	EXCLUSIONS— Please place in the trash
<u>Clear</u> glass bottles and jars	●Empty and rinse clean	No colored glass, window glass, mirrors, drinking glasses, candles, ceramics, pyrex, light bulbs, coffee mugs, etc.
Tin and aluminum cans	●Empty and rinse clean	No aluminum foil or pie tins.
Paper– newspaper, magazines, junk mail, office and school paper	Keep dry and clean Remove covers from hardcover books	No plastic bags! No carbon paper, blueprints, shiny paper, metallic paper, or paperboard.
Cardboard-corrugated material only* *Corrugated has a wavy layer	•Keep dry and clean	No pizza boxes, styrofoam, or metal packaging. No paperboard (cereal, beverage, frozen food or gift box type material).
Plastic– plastic jugs and bottles	Empty and rinse clean Remove and throw lids away	No plastic bags No yogurt, margarine, deli or tub-type containers
Scrap metal* *See back cover for information on refrigerant containing items	•Scrap metal, washers, stoves, lawnmowers, car parts, etc.	No items made mostly of non-metal such as mattresses, car seats, etc.
N	MISCELLANEOUS M	IATERIALS
Vehicle tires	Two collections at each transfer station per year.	See local transfer station for schedule of collections or www.cattco.org
Lead-acid vehicle batteries	Car, boat, motorcycle, etc.	No batteries accepted at Allegany Station.
Yard waste	Residents are encouraged to compost at home. Small quantities of leaves, grass clippings and brush accepted at all transfer stations except Conewango and Onoville.	All limbs greater than 3" diameter must be taken to the Five Points or Farwell compost sites No rocks, garbage, treated or painted wood, blacktop, pallets, concrete, railroad ties, demolition debris, or plastic bags
Used clothing	Collection boxes at Allegany, Dayton, Machias, Portville and Salamanca stations, and many local organizations.	No stuffed animals, rugs, toys, or household goods. Contact a local charity or visit www.freecycle.org.



Please note that up to 5 gallons of oil per day can be recycled for free at you local service station. If you change your own oil, please drain it into a plastic container. Pouring in on the ground will pollute the land and water.