



---

**REQUEST FOR BIDS FOR  
Refrigerant Removal Services**

**February 27, 2020**

---

**Deadline for the Submission of Bids -  
March 16, 2020  
1:15 P.M.**

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312**

**Telephone: 315-453-2866  
Fax: 315-453-2872**

**[www.ocrra.org](http://www.ocrra.org)**

## **REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES**

### **SECTION 1**

#### **1.1 THE AGENCY**

The Onondaga County Resource Recovery Agency (the "Agency" or "OCRRA") is a New York public benefit corporation created by Public Authorities Law, Title 13B, for the public purpose of assisting in the planning, development, construction, operation and maintenance of solid waste facilities. OCRRA is empowered to receive, transport, process, dispose of, sell, store, convey, recycle and deal with, in any lawful way, solid waste. OCRRA is also empowered to contract with municipalities, public corporations, or persons for solid waste services.

#### **1.2 THE OCRRA SERVICE TERRITORY**

OCRRA's service territory, Onondaga County, is located in the center of New York State and encompasses 810 square miles of land. Approximately 460,000 people reside in OCRRA's 33 member municipalities. The largest single municipality is the City of Syracuse with a population of approximately 145,000.

#### **1.3 RFB Purpose and Specifications**

OCRRA anticipates the need for removal and recovery of refrigerants from white Goods at its Ley Creek and Rock Cut Road transfer stations.

- In addition vendor shall certify that all refrigerants will be recaptured for reuse or appropriate disposal in accordance with the EPA and NYSDEC regulations and applicable law.
- Provide written confirmation to the vendor that all refrigerant was removed and properly handled upon each provision of service.
- Vendor agrees to remove all mercury switches form the white goods and provide them to the Agency for the proper disposal.

#### **1.4 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 caters to large haulers and contractors/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). Prior to transport, all materials are crushed and compacted by a landfill compactor in the building. The Ley Creek Transfer Station is open during the months of May through October on Monday through Friday between the hours of 6 A.M. and 3:30 P.M. During the balance of the year (i.e. November through April), the Ley Creek Transfer Station will be open from 6:30 A.M. to 2:30 P.M.

**Onondaga County Resource Recovery Agency**  
REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES

---

The Rock Cut Road Transfer Station is located in the Town of Onondaga at 5818 Rock Cut Road, Jamesville, NY 13078. The hours of operation are the same as the Ley Creek Transfer Station.

**1.5 VENDOR SELECTION**

OCRRA's Board of Directors will be responsible to authorize decisions regarding the selection of the final vendor(s). In accordance with New York State Law, vendors shall not lobby or contact OCRRA employees or Board members. All correspondence shall be through the designated contact person, as further described in this document.

**1.6 PROJECT TIME LINE**

February 27, 2020	Issuance of RFB
March 1, 2020	RFB advertised in the Syracuse Post Standard
March 16, 2020 1:15 PM	Deadline for the Submission of Bids
March 18, 2020	OCRRA Operations Committee review
April 8, 2020	OCRRA Board of Directors authorizes contract(s)

**OCRRA reserves the right to modify this schedule as it deems necessary.**

**1.7 OCRRA POLICIES**

- A. Minority and Women-Owned Business Enterprises  
OCRRA has a policy to encourage the support of contracts with minority, women-owned, and small businesses. Please indicate whether your firm has specific objectives in connection with supporting Minority/Women Owned Business Enterprises (M/WBE), and, if so, how such objectives will be incorporated into this project.
- B. Inquiries and Contact Person: All inquiries or contacts during the procurement period shall be directed to Jeff Sparks, via email at [jsparks@ocrra.org](mailto:jsparks@ocrra.org). Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or any other OCRRA staff members regarding this RFB; reference the document entitled Important State Finance Law Procurement Compliance Provisions, found later in this RFB for all contact information provisions.
- C. Payment for Services: The vendor shall submit monthly invoices to OCRRA with standard payment required within 30 days. OCRRA encourages the vendor to include terms for a prompt payment discount on the bid sheet. Invoicing shall include a breakdown of number hauls by date, as well as scale tickets from the applicable disposal facilities. Should any fuel surcharges apply, vendor must provide documentation of fuel price, and contractually agreed upon surcharge.
- D. Prevailing Wage Requirements: The selected contractor shall pay its employees the prevailing wages for work, labor or services as required by New York Labor Law Articles 8 and 9. In accordance with the attached guide from the NYS Department of Labor, the selected contractor

**Onondaga County Resource Recovery Agency**  
REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES

---

shall post wage schedules at the site and provide OCRRA with a certified transcript of the original payrolls within thirty days after issuance of the first payroll and every thirty days thereafter as applicable.

- E. Tax Exempt Status: OCRRA is exempt from the payment of sales taxes of New York and of cities and counties on all services, materials, equipment and supplies sold to OCRRA.
- F. Contract Term and Cancellation Provisions: This RFB is for a six-month contract term for hauling services. An awarded contract may be cancelled for any reason by OCRRA or the vendor upon thirty days written notice to the other party, or may be terminated immediately, in writing, in the event of a default by the other party to any term or condition of the future contract.

## **INSTRUCTIONS TO RESPONDENTS**

### **2.1 ADDRESS**

Bids must be enclosed in a sealed envelope, plainly marked as:  
**'BIDS –Refrigerant Removal Services'**, and addressed as follows:

**Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212**

All **Bids must be submitted no later than 1:15 P.M. on March 16, 2020**, in sealed envelopes and to the address listed above.

### **2.2 COSTS TO RESPOND**

The bidder is responsible for all costs associated with the preparation of responses to this request for bids. None of these costs will be the responsibility of the Agency.

### **2.4 SUBMITTAL COPIES**

Bidder shall submit a cover letter and all required forms in a sealed envelope referenced in 2.1 above.

### **2.6 COVER LETTER**

The submittal must include a cover letter with the following:

- ✓ Statement that the bids are applicable for a six-month period from the date of contract execution.
- ✓ Commitment of Vendor to carry out all provisions of the RFB if selected by the Agency.

**Onondaga County Resource Recovery Agency**  
REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES

---

- ✓ Statement that all information in the entire submittal, including all forms and supplemental submittals, are included and are accurate and factual.
- ✓ Designation of the individual authorized to negotiate a contract with the Agency.

**2.7 REQUIRED FORMS AND ATTACHMENTS**

All submittals must include fully completed forms, as listed below, which are signed by a duly authorized officer or employee:

Form A	Bid Sheet
Form B	Business Information Form
Form C	State Finance Law Disclosure Form
Form D	Conflict of Interest Affidavit
Form E	Certificate of Non-Collusion
Form F	Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations

**2.8 INSURANCE REQUIREMENTS**

The following are minimum insurance requirements:

- Vehicle: \$500,000 Combined Single Limit
- General Liability: \$1 Million Combined Single Limit for each occurrence
- Workers Compensation: Statutory Limits

Certificates of insurance must be provided to OCRRA prior to contract execution.

**2.9 INDEMNIFICATION**

Vendor shall at all times defend, indemnify and save harmless OCRRA and its officers, agents, and employees on account of and from any and all damages, including but not limited to claims, damages, losses, judgments, worker's compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property sustained by (a) vendor, its officers, agents and employees (b) OCRRA, their respective officers, agents and employees or (c) any other person, to the extent the vendor's negligent act, omission or neglect at any OCRRA facility or along the transport route when hauling OCRRA materials. The existence of insurance shall in no way limit the scope of this indemnification. Vendor further undertakes to reimburse OCRRA for damage to property of OCRRA caused in part or in whole because of vendor's negligent act, omission or neglect at any OCRRA facility. OCRRA, for its part, shall reciprocate and remain responsible for the acts of its own officers, agents and employees for any injuries or damages sustained as a result of their negligent acts or omissions.

**2.10 OTHER TERMS AND CONDITIONS**

- A. OCRRA reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.

**Onondaga County Resource Recovery Agency**  
REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES

---

- B. OCRRA reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- C. Any RFB response may be withdrawn up until the submission deadline.
- D. Vendor may not delegate, subcontract or assign any of the obligations and duties hereunder to any other person, firm or entity without the express written consent of OCRRA. Vendor shall not be entitled to any payment or compensation from OCRRA for any costs or expenses incurred in conjunction with any subcontracting, assigning or further delegation.

**General Specifications:**

1. The refrigerant must be removed by Certified Technicians in accordance with current EPA and NYSDEC regulations.
2. Upon removal each unit will be dated and labeled for proper identification as "Ready For Salvage."
3. A receipt documenting that the refrigerant was removed must be provided at each visit.
4. Refrigerant removal can occur on site or offsite, however, if a white good unit is removed from OCRRA's transfer station it becomes the responsibility of the vendor to properly recycle/dispose.
5. Approximately 3500 units per year but OCRRA does not guarantee any specific amounts.
6. Term of Proposed contract is 3 years.

**FORM A: BID SHEET**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Price per unit for refrigerant extraction ( in numbers) : \_\_\_\_\_

Price per unit for refrigerant extraction ( in words): \_\_\_\_\_

Extraction I to be provided on site \_\_\_\_\_ off site \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM B**  
**BUSINESS INFORMATION FORM**

1.	<b>Name Of Firm:</b>	
2.	<b>Address:</b>	
3.	<b>Contact Person:</b>	
4.	<b>Phone Number:</b>	
5.	<b>Fax Number:</b>	
6.	<b>Check All Appropriate:</b>	
	<input type="checkbox"/> Municipally Owned and Operated	
	<input type="checkbox"/> Closely Held Corporation - State of Incorporation: _____	
	<input type="checkbox"/> Publicly Held Corporation- State of Incorporation: _____	
	<input type="checkbox"/> Proprietorship - Name of Proprietor: _____	
	<input type="checkbox"/> Partnership - List of Principal Partners: _____	
		_____
		_____
		_____
7.	<b>Years in Business:</b>	
8.	<b>Describe the Firm's Waste Hauling Experience:</b>	
9.	<b>Average Tons of Waste Handled Each Day:</b>	
10.	<b>Chief Executive/Operating Officer:</b>	
	Address:	
	Phone Number:	
	Fax Number:	



**FORM D**

**CONFLICT OF INTEREST**

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says for  
and on behalf of \_\_\_\_\_, that:

1. Our (my) firm \_\_\_\_\_, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
  
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
  
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
For and on Behalf of: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**FORM E**

**CERTIFICATE OF NON-COLLUSION**

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

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

(1) The prices in this bid/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer/quoter and will not knowingly be disclosed by the bidder/proposer/quoter prior to opening, directly or indirectly, to any other bidder/proposer/quoter or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/quoter to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal/quote for the purpose of restricting competition.

\_\_\_\_\_  
Legal Name of Bidder/Proposer/Quoter (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed)

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title (Typed)

**FORM F**

**Disclosure to OCRRA During Procurement Process of  
 Prior Non-Responsibility Determinations**

OCRRA Procurement regarding:  
 \_\_\_\_\_

OCRRA Designated Procurement Contact Person: Jeff Sparks

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: _____ _____		
<p>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):</p> <table style="margin: auto; border: none;"> <tr> <td style="padding: 0 20px;">No</td> <td style="padding: 0 20px;">Yes</td> </tr> </table>	No	Yes
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: _____ _____ _____ _____ _____ _____		
<p>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):</p> <table style="margin: auto; border: none;"> <tr> <td style="padding: 0 20px;">No</td> <td style="padding: 0 20px;">Yes</td> </tr> </table>	No	Yes
No	Yes	

**Onondaga County Resource Recovery Agency**  
REQUEST FOR BIDS FOR REFRIGERANT REMOVAL SERVICES

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: Jeff Sparks

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Signer's Name

Vendor Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_