



RFP# 15-004

**REQUEST FOR PROPOSAL
TRASH COLLECTION, FALL CLEAN UP, AND RECYCLING
FOR THE
TOWN HALL, RECREATION CENTER, HIGHWAY
GARAGE, & UTILITY BUILDINGS
FOR THE TOWN OF FISHKILL, NEW YORK**

Proposals must be delivered to the Town of Fishkill Town Clerk's Office:

Town of Fishkill
807 Route 52
Fishkill, NY 12524

Proposal Due: Friday, September 18, 2015
By 2:00 PM

TOWN OF FISHKILL
REQUEST FOR PROPOSALS
TRASH COLLECTION, FALL CLEAN UP, AND
RECYCLING FOR TOWN HALL,
RECREATION CENTER, HIGHWAY
GARAGE, AND UTILITY BUILDINGS

The Town of Fishkill ("Town") is requesting proposals from qualified candidates capable of providing trash & recycle collection services at four (4) venues consisting of the Town Hall, the Town Recreation Building, Highway Garage, and Utility Buildings.

The refuse removal contractor shall be responsible for the performance of, and the frequency of services, to be designated by the Town listed within Attachments "D", "E", and "F" attached hereto for a one (1) year duration (renewable). This includes regularly scheduled trash and recycle collection, as well as, a Fall Clean-Up for the Town Residents. The Fall Clean-Up requires a one (1) Saturday collection day at the Highway Garage, with the equipment to be at the Highway Garage one (1) hour prior to the 7:00AM start time, with maximum of nine (9) hours of collection that day, plus the possibility of ½ hour after closing to complete the service to those already in line at the established close time.

The parties responding to this request for proposal must include the completed Attachments "A, B, C, D, E, F", The Indemnification and Hold Harmless Agreement, the Non Collusive Bidding Certification, and the Proposal Check List, attached hereto.

Each interested individual shall submit 2 copies of their proposals. All submissions shall be received in the office of the Town Clerk of the Town of Fishkill by 2:00 pm on September 18, 2015. Proposals submitted after the prescribed time will not be accepted. Proposals must be in sealed envelopes addressed to the Town Board Town of Fishkill, 807 Route 52, Fishkill, NY 12524-3110 clearly labeled "Request for Proposal —Trash Collection."

Proposals should identify the cost chargeable to the Town on a monthly basis at each of the four venues.

Late proposals will be returned to the offeror unopened. Town of Fishkill will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by offeror guaranteeing authenticity. After the official opening, proposals become the property of Town of Fishkill and may not be amended, altered or withdrawn without the recommendations of the Comptroller and approval of the Supervisor.

Town of Fishkill is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

Town of Fishkill reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the Town.

General Information

Proposals MUST give full company name and address of the offeror. Failure to manually sign proposal will disqualify proposal. Person signing should have TITLE or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

1. **LIST OF EQUIPMENT / REFERENCES.** All bidders will provide, on Attachment B, a list of equipment and trucks available for this job, and as part of Attachment C, a list of vendor references.
2. **CHANGE ORDERS.** If and when field conditions necessitate changes, additions or deletions, changes may be made to the contract. The Town of Fishkill will issue the necessary change orders in writing describing such changes and indicating the amount of the change, if any, in the contract amount.
3. **CONTRACT.** The successful bidder will enter into a binding contract with the Town of Fishkill. The contract will be written for a duration of one (1) year, renewable. **All elements of contractor's Bid Proposal must be inclusive of fees, discounts, or any other additional costs.**
4. **WORK AREA CLEANLINESS.** The contractor shall clean up all disruption caused by their operations. No debris shall be allowed to accumulate. The contractor shall leave all receptacles in the same position in which they are found.
5. **PROTECTION OF PROPERTY.** Any property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor.
6. **AREAS TO BE INCLUDED.** The areas to be included under this specification shall include the Town Hall, Recreation/Senior Center, Highway Garage, and Utility Buildings whether specifically referred to or not.
7. **TIME OF WORK PERFORMANCE.** The majority of work in this specification shall be done before or after normal Town of Fishkill business hours. Work shall not interrupt building functions and the contractor shall coordinate work so as not to conflict with building functions. Work shall be based on a five (5) day Monday-Friday work week.
8. **INDEMNITY:** The successful offeror agrees, by entering into this contract, to defend, indemnify and hold Town of Fishkill harmless from any and all courses of action of claims of damages arising out of or related to offeror's performance under this contract.
9. **FEDERAL, STATE, and LOCAL LAWS:** All offerors will comply with all Federal, State and local laws relative to conducting business in Town of Fishkill including, but not limited to licensing, labor and health laws. The laws of the State of New York will govern as to the interpretation, validity and effect of this RFP, its award, and any contract entered into.

10. **RIGHT TO ASSURANCE:** Whenever a party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given with five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

11. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the Town shall have a financial interest, direct or indirect, in any contract with the Town, or shall be financially interested, directly or indirectly, in the sale to the Town of any land, materials, supplies or service, except on behalf of the Town as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressly implied, of the person or corporation contracting with the Town shall render the contract voidable by the Commissioners' Court.

TOWN OF FISHKILL
807 Route 52, Fishkill, NY 12524

**MINIMUM INSURANCE REQUIRED BY CONTRACTORS &
SUBCONTRACTORS**

INSURANCE REQUIREMENTS. The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability from a reputable insurer licensed to do business in the State of New York with an A.M. Best Rating of at least A- VII:

A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall include coverage for:
 1. Products/Completed Operations;
 2. Independent Contractors;
 3. Commercial General Liability

A per-job and per site endorsement shall be included. Self-insured retentions in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.

- b. **Automobile Liability**: hired and non-owned automobile liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and Property Damage. Automobile Liability Insurance to include MCS90 (Endorsement for Motor Carrier Policies of Insurance for Public Liability) and ISO form CA9948 Pollution Liability Broadened Coverage of Business Automobile or its equivalent.
- c. **Umbrella Liability** with limits of no less than \$5,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
- d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 Bodily Injury by Accident each accident, \$1,000,000 Bodily Injury by Disease policy limit and \$1,000,000 Bodily Injury by Disease each employee shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
- e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.
- f. **Professional Liability** (if applicable) with limits no less than \$1,000,000.
- g. **Pollution/Environmental Liability**: Pollution/Environmental Liability Insurance with a minimum limit of \$5,000,000 per claim and \$5,000,000 aggregate limit for Bodily Injury, Property Damage, Clean Up, and Removal expenses.

- B. The Town of Fishkill and its assigns, officers, employees, representatives and agents shall be named as an “Additional Insured” on a Primary and Non-Contributory basis on the General Liability, Auto Liability and Pollution policies. The Additional Insured status shall be shown on the Certificate(s) of Insurance. For items a, b, c, f and g above ACORD certificate or equivalent is required. The certificate of insurance shall provide that thirty (30) days written notice (ten (10) days for non-payment of premium) prior to cancellation or expiration shall be given to the Town of Fishkill.
- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor’s insurance policies have been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Town of Fishkill same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event the Town of Fishkill may in its sole discretion withhold any payment otherwise due under contract. The Town of Fishkill reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Town of Fishkill no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- E. The Town of Fishkill reserves the right to request copies of actual policies and endorsements to verify coverage.
- F. The term “Contractor” shall mean and include Subcontractors of every tier.
- G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
- H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor’s own tools, equipment and materials brought, stored or operated at the job site. The Town of Fishkill is not responsible if any of these items is lost, stolen or destroyed.
- I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Fishkill, assigns, officers, employees, representatives and agents. The Waiver of Subrogation shall be shown on the Certificate(s) of Insurance.
- J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.

- K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Town for all losses, damages, claims or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
- L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
- M. Any accident shall be reported to the office of the Town Supervisor as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Town of Fishkill as soon as possible and not later than 3 (three) days after the date of such accident.

Attachment "C"
VENDOR REFERENCES

Please list three (3) references of current customers for which a similar service is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Contact Name	
Company Name	
Location	
Phone Number	
Service Performed	

Attachment "D"
Town of Fishkill Trash Collection Specifications
RFP# 15-004

Trash	# of Pick Up	Supplying	\$/Month
Town Hall			
Starting Jan. 01, 2016 Ending Dec. 31, 2016	Weekly	6 yard dumpster	\$
Recreation Center			
Starting Jan. 01, 2016 Ending Dec. 31, 2016	2 times/week	3 yard dumpster	\$
Highway Garage			
Starting Jan. 01, 2016 Ending Mar. 31, 2016	Weekly	8 yard dumpster	\$
Starting Apr. 01, 2016 Ending Sept. 30, 2016	3 times/week	8 yard dumpster	\$
Starting Oct. 01, 2016 Ending Dec. 31, 2016	Weekly	8 yard dumpster	\$
Utility Buildings			
Year 2016 Utility Building Doug Phillips Park	Weekly	6 yard dumpster	\$
Year 2016 Utility Building Brockway Road	Weekly	2 yard dumpster	\$
Year 2016 Cost for additional dumpsters		Per yard/month	\$

Attachment "E"
Town of Fishkill Recycled Materials Specifications
RFP# 15-004

All equipment shall be maintained in a safe, clean, and in good working condition.

Recycled material at the Town Hall, Highway Garage, and Recreation Center – disposal costs should be included in above named rates.

<u>RECREATION CENTER</u>	Weekly	1 Container up to 2 yard each
<u>TOWN HALL</u>	Weekly	1 Container up to 6 yard each
<u>HIGHWAY GARAGE</u>	Bi-weekly	4 yard dumpster

Cost for special pick-ups and disposal (on request) for:

Year 2016 Metal \$_____per ton Construction debris \$_____per ton
 Wood \$_____per ton Miscellaneous trash \$_____per ton

ALL INVOICES TO BE ACCOMPANIED BY THE WEIGHT TICKET

PRINT NAME AND ADDRESS OR STAMPED WITH COMPANY LOGO

Attachment "F"

TOWN OF FISHKILL FALL CLEAN-UP SPECIFICATIONS

RFP# 15-004

This bid will be for a one (1) year duration (renewable) starting January 01, 2016 through December 31, 2016. Scope of work to include (1) Saturday collection day at Highway Garage, equipment to be at Highway Garage one (1) hour prior to start time 7:00AM with maximum of nine (9) hours of collection each day, plus a possibility of 1/2 hour after closing to complete any cars that were still on line at the established closing time. Collection dates and time will be established by the Town Board each year.

HIGHWAY GARAGE

Cost for fall pick-ups and disposal for:

Year 2016 Metal \$_____per ton General Trash \$_____per ton
 Wood \$_____per ton

Do you sell metal? YES_____ NO_____ If yes, how much per ton \$_____

How would you relate to the Town, in the form of rebate based on flat rate \$_____ or percentage? If it's percentage, what would it be _____%.

Dumpsters and Compactors

The contractor shall supply 4 packers and 4 forty yard roll offs, and provide roll offs and packers to replace those taken to be emptied to maintain 4+4. Provide labor necessary for the efficient clean-up day collection.

There shall be no individual charges for labor and equipment. All costs must be included in the per ton figures.

ALL INVOICES TO BE ACCOMPANIED BY THE WEIGHT TICKET

PRINT NAME AND ADDRESS OR STAMPED WITH COMPANY LOGO

Town of Fishkill
Indemnification and Hold Harmless
Agreement

To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Fishkill, its officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Fishkill, their officers, representatives, agents and employees, arising in any employee of Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor/Vendor hereby expressly permits the Town of Fishkill to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company:

Name: _____ Title: _____

Signature: _____

Date: _____

Nature/Scope of Work Being Performed:

Please sign, date and return to:

Town Clerk
Town of Fishkill,
807 Route 52
Fishkill, NY 12524

NON COLLUSIVE BIDDING CERTIFICATION

General Municipal Law Section 103-d

“a.) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of 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 with 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.”

Dated: _____

Firm: _____

Name: _____

Title: _____

PRINT NAME AND ADDRESS OR STAMPED WITH COMPANY LOGO

Proposal Check List

I, _____ representing _____
do hereby acknowledge each of the following terms and conditions.

Read and initial at end of each.

- I have read, understood, and agree with the scope and requirements for the Town Campus Buildings. _____
- My business is registered in Dutchess County or incorporated, established and has been operating for a minimum of 3 years. _____
- My business has contracted previously to collect trash for commercial buildings greater than 10,000 sq. feet. _____
- I have included references, name, address, and phone number to the commercial properties I have provided refuse removal. _____
- My business office is within a 40 mile radius of the Town of Fishkill, and have provided a business card, or letterhead. _____
- My employees are bonded, insured and carry visible picture identification. _____
- I have included 2 copies of my bid along with the original. _____
- Proposals will identify the monthly cost chargeable to the Town at each of the 4 buildings. _____
- Proposals will have a per annum cost for entire contract. _____
- I have read the attached minimum insurance required, understood the requirements and will have the Liability insurance coverage as required by the Town.

- If selected, I will complete and sign the Indemnification Hold Harmless Agreement. _____
- I have read, understood and completed the Non Collusive Bidding Certification form. _____



**Town of Fishkill
807 Route 52
Fishkill, NY 12524-3110**

**(845) 831-7800
Fax: (845) 831-6040
Website: www.fishkill-ny.gov**

The Town of Fishkill reserves the right to **reject any or all bids or any part.**

Bidders shall indicate on the outside of their sealed bid, the following information:

- 1. Title and number of bid**
- 2. Date of and time of bid opening**

Bidding Certificate

Bidders are required to execute the “**Non Collusion Bidding Certificate**” attached **hereto**.