

City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF YARD WASTE PROCESSING SERVICES

RFP No. 2010-15
August 26, 2010

SECTION 1: PURPOSE

- 1.1 The City of Albany Department of General Services hereby requests proposals from qualified Independent Contractors to provide yard waste processing services related to the processing of yard waste and forestry debris at the Department of General Services Compost Facility located at 1 Connors Boulevard, Albany, New York. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - Yard Waste Processing Services" no later than September 9, 2010 at 10:00 a.m. at the following address:

Corporation Counsel
Attn: Bradford D. Burns, Ass. Corporation Counsel
City of Albany
24 Eagle Street
Albany, New York 12207

- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

- 2.6 The City of Albany reserves the right to award the contract work, in whole or in part, to one or more contractors and/or individuals.
- 2.7 Any award of the yard waste services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a statement of qualifications including:
- a. A brief history and description of the Independent Contractor(s) submitting the proposal.
 - b. Identification of the Independent Contractor's management staff who will be assigned to this engagement if the Independent Contractor's proposal is selected. Include a resume for each such management staff member that details qualifications, years and types of experience, etc. Specify the extent of the availability and commitment of each such management staff member who will be assigned to this engagement if the Independent Contractor's proposal is selected.
 - c. Identification of a project team manager or point of contact for all management issues.
 - d. At least three (3) references, including addresses and telephone numbers.
 - e. A signed cover letter from a person within the company who is authorized to make representations on behalf of the company and to bind the company.
 - f. A summary of similar projects or work undertaken by the Independent Contractor and the experience on similar projects or work of each of the Independent Contractor's management staff members who will be assigned to the engagement if the Independent Contractor's proposal is accepted.
 - g. A list of all equipment the Independent Contractor will use if it is selected for this contract.
 - h. Any additional information which would serve to distinguish the Independent Contractor from other Independent Contractors submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the Independent Contractor, etc.

SECTION 4: SCOPE OF SERVICES:

The City of Albany Department of General Services is soliciting proposals from qualified Independent Contractors for the provision of yard waste processing services. The City of Albany has a yard waste curbside collection program that it provides as a service to all City of Albany residents. The yard waste is picked up and delivered to the Department of General Services at their compost facility located at 1 Connors Boulevard, Albany, New York. The City of Albany Department of General Services is looking to contract with an Independent Contractor to process the yard waste. At this time, it is anticipated that the processing services will be requested somewhere between zero (0) to three (3) times per month depending on the season.

4.1 Intent - The City of Albany Department of General Services is looking for an Independent Contractor to process yard waste and forestry debris and convert it into compostable material.

4.2 Scope - The Independent Contractor will be responsible for providing their own grinder, loader and personnel on site at the Department of General Services Compost Facility located at 1 Connors Boulevard, Albany, NY. Contractor will be responsible for the operation of its equipment and oversight and supervision of its employees. The City will be responsible for transporting the finished product (compost) to the windrows after all materials are ground. There shall be no additional charge for the transport of equipment or personnel.

4.3 Equipment Requirements: Contractor must submit with his/her proposal a list of equipment to be used by Contractor to provide the services requested herein. At a minimum, Contractor must provide the following equipment:

(a) Grinder – Contractor shall provide a minimum 800 HP Grinder with the capability to process a minimum of 150 cubic yards of material per hour.

(b) Loader - Contractor shall supply a loader capable of maintaining a constant feed to the grinder while it is grinding.

4.4 Labor Rate – The daily rate shall be bid as a lump sum for one day of operation (“work day”). For the purpose of this engagement, a “work day” shall be defined as an eight (8) hour shift with a minimum production of 1200 cubic yards per day.

4.5 Scheduling – The Commissioner of the Department of General Services or his/her designee will notify Contractor at least one week prior to the date of requested service. Frequency of grinding will depend on seasonal bio-waste accumulation in the compost area. It is estimated that there will be between zero (0) and three (3) service calls per month.

4.6 Fuel Policy - Contractor will be responsible for arriving at the Compost Facility with a full tank of fuel in all of their equipment. Upon arrival at the Compost Facility, the City will hook up its fuel truck to each piece of Contractor’s equipment to see if the equipment accepts any additional fuel. If additional fuel is accepted, the City will be entitled to a credit for the additional fuel at New York State contract pricing. If any refills of fuel are needed to operate the equipment beyond the initial first tank of fuel provided by Contractor, the City will provide any additional fuel required to operate the equipment at its expense throughout the duration of the service call. At the conclusion of the service call, the City will again hook up its fuel truck to

each piece of Contractor's equipment and fill each piece of equipment to capacity. The City shall be credited by Contractor for one full tank of fuel at New York State contract pricing.

4.7 Performance – Contractor must guarantee the operation of his/her equipment and shall be responsible for any downtime and/or repairs if equipment fails. Any lost time due to breakdown shall be made up by Contractor at no additional cost to the City.

SECTION 5: COST PROPOSAL:

5.1 The Independent Contractor shall attach to its proposal a completed bid sheet, attached hereto as Appendix A, which includes the price for providing all of the services set forth in Section 4 above. Each proposal shall clearly set forth in detail any and all additional expenses for which reimbursement is expected. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 6: CONTRACT:

6.1 The selected proposer(s) will be required to execute a contract with the City of Albany. The term of the contract shall be one-year and four months commencing on or about September 15, 2010 and ending on December 31, 2011. The City of Albany shall have the option to extend the agreement for two (2) additional one (1) year periods upon budget approval. A sample Professional Services Agreement is available upon request.

SECTION 7: PROPOSAL EVALUATION:

7.1 Proposals shall remain valid until the execution of a contract by the City of Albany or October 22, 2010, whichever comes first.

7.2 Proposals shall be examined and evaluated by the City of Albany Department of General Services and the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made to the City of Albany Department of General Services for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, qualifications, and experience.
- * The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- * Total proposed cost.
- * Completeness of the proposal.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

- 9.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to Corporation Counsel at the following address:

Corporation Counsel
Attn: Bradford D. Burns, Assistant Corporation Counsel
City of Albany
24 Eagle Street
Albany, New York 12207

- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance.
 - (c) **Errors and Omissions Insurance:** A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
 - (d) **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:
- (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
 - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
 - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.
- 12.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages that follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 the proposal 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)
(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2010, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2010, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2010, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

Appendix A – Bid Sheet

CITY OF ALBANY

YARD WASTE PROCESSING SERVICES

FEE PROPOSAL

1. The undersigned Independent Contractor, having familiarized himself/herself with the request for proposals as prepared by the City of Albany Department of General Services, hereby proposes to provide yard waste processing services at the daily rate provided below. Price shall include all necessary costs of labor, personnel, equipment, transport of equipment, fuel, and any other materials necessary to provide the yard waste processing services as referenced in Section 4 of this Request For Proposals.

Total Price Written in Numbers: _____per day.

Total Price Written in Words: _____per day.

2. The Grinder that will be used on this project is an _____HP Grinder that is capable of processing a minimum of _____yards of material per hour.

Signature of Bidder and Date

Print Name and Title