

**MONTGOMERY COUNTY PURCHASING DEPARTMENT
COUNTY ANNEX BUILDING, P.O.BOX 1500
FONDA, NEW YORK 12068-1500**

**REQUEST FOR PROPOSAL (08-21)
FOR SOLID WASTE TRANSFER STATION OPERATIONS AND WASTE
TRANSPORT OR DISPOSAL SERVICES**

Please take notice that Montgomery County is requesting proposals for professional services to i) operate and maintain two solid waste transfer stations known as the "Amsterdam Transfer Station", located at 1247 Route 5S, Amsterdam, N.Y. and the "Western Transfer Station", located at 4583 Route 5S Sprakers, N.Y.; and/or ii) provide transportation services for Municipal Solid Waste (MSW) and Construction and Demolition Debris (C&D), among other approved materials, from said Transfer Stations to the Fulton County Landfill, located at 847 Mud Road, Johnstown N.Y. iii) provide disposal of solid waste from Amsterdam and Western Transfer Stations.

All proposers must comply with the provisions of the General Municipal Law and all other applicable laws. The County reserves the right to reject any or all proposals.

The County reserves the right to request an interview of proposer(s) prior to award. All questions of sufficiency of the proposal shall be decided upon by the evaluation committee herein.

Proposals should be secured in a sealed envelope with the notation "SOLID WASTE TRANSFER STATION". One original and two complete copies are required to be delivered to the county.

Proposals will be accepted at the Montgomery County Purchasing Buyer, c/o Jaclyn Hernigle, Purchaser, 20 Park Street, Room 109, P.O. Box 1500, Fonda, NY 12068 until Friday, August 6th at 3pm.

Proposers are advised not to rely on next day mail services. Proposals must be received in the office of the County Buyer before the above specified date and time. Faxes and electronic transmissions are not accepted.

This institution is an Equal Opportunity Provider and Employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Ave., S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6380 (TDD).

INSTRUCTIONS TO PROPOSERS

The proposer hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he/she is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he/she is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

The contractor or proposer to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same or of his/her right, title or interest therein or his/her power to execute such contract, to any other person or corporation, except as provided in Section 103 of the General Municipal Law.

The contractor or proposer to whom a contract shall be let, granted, or awarded shall comply with all rules and regulations of the Americans with Disabilities Act (ADA) and the Equal Employment Opportunity Commission (EEOC).

GENERAL INFORMATION

- This RFP constitutes only an invitation to make a proposal to Montgomery County. The County may, at its discretion, implement the following rights and conditions in regards to the RFP. All respondents to the RFP shall accept and agree to the following conditions.
- All costs incurred by the proposer in relationship to the preparation of the RFP (evaluation, selection, negotiations, etc.) are the responsibility of the Proposer.
- The County has the right to select the Proposer who best satisfies the interests of the County and is most responsive to the RFP.
- The Montgomery County Legislature reserves the right to reject any or all proposals in whole or in part. The RFP does not obligate the County to procure or contract for any services whatsoever.
- All proposals become the property of the County and will not be returned.
- The County will reject and return unopened, any proposals not received by the deadline date and time or may extend the deadline date for submission of proposals and modify schedule dates.
- All contracts shall be considered null and void if County appropriations to fund the implementation or continuance of a contract are not approved by the Montgomery County Legislature.

BID INFORMATION

Montgomery County received title to the two MOSA transfer stations located within the County: the “Amsterdam Transfer Station”, located at 1247 Route 5S, Amsterdam, N.Y. and the “Western Transfer Station”, located at 4583 Route 5S Sprakers, N.Y., together with the permits to operate said facilities from the New York State Department of Environmental Conservation (NYSDEC). Montgomery County has a contractual arrangement with the County of Fulton for the disposal of solid wastes at the Fulton County Landfill, located at 847 Mud Road, Johnstown, New York.

The County currently has a customer base than has been using the Transfer Stations under the County’s auspices since the dissolution of the MOSA operation, and receives, but does not warrant, combined tonnage of approximately 40,000 tons per year at the Transfer Stations. Tonnages received at each Transfer station for 2018 – 2020 are set forth in Attachment B.

The base term of the contract to be awarded for Transfer Station operations, transport or disposal of MSW and C&D to the Fulton County Landfill will commence on execution, with service commencing on January 1, 2022, and terminate on December 31, 2024, but may be extended for up to five (5) one (1) year extension periods at the sole option of the County. Proposers are asked to submit separate per ton pricing proposals for Transfer Station operations and transportation services. Prices for any optional extension periods will be determined by changes in the Consumer Price Index (CPI) applied to the previous year’s pricing.

Proposals shall be accompanied by a Bid Bond in the amount of \$5,000.00 in the form set forth herein. The successful Proposer shall deliver a Performance Bond in the amount of \$1,000,000.00 to guarantee performance of the work within ten (10) days of award of a Contract, together with the certificates of insurance required pursuant to said Contract.

SCOPE OF WORK

The County's responsibilities relative to the operation of the Transfer Stations and the transport of waste to the Fulton County Landfill shall be to:

- Accept solid waste generated within the County which is delivered to the Transfer Stations;
- Directly pay Fulton County for the disposal of County solid waste via the terms of an Intermunicipal Agreement;
- Collect payment from users of the Transfer Stations for services rendered;
- Provide access to and use of the Transfer Stations and designated adjacent areas to the Contractor for the term of this Contract;
- Operate and provide the maintenance and repair of the Weigh Scale Systems at each Transfer Station during regular operating hours, currently Monday through Friday from 7:00 a.m. to 3:00 p.m., and 8:00 a.m. to 11:30a.m. on Saturday except on Authorized Holidays.
- Provide for separate metering of utilities at the Transfer Station sites
- Communicate to the users of the Transfer Stations the criteria for Acceptable Waste and Unacceptable Waste;
- Secure all local, State and Federal permits to operate the Transfer Stations;
- Pay the Contractor on a monthly cycle.

The successful proposer will provide the following scope of work:

1. General Requirements

- Submit cost estimates for each task in Attachment A.
- Provide reference projects of similar work, and contact persons for each reference.
- Meet with the designated steering committee to discuss the proposal and the proposer's qualifications.
- Comply with all provisions of the executed contract and all provisions of the NYSDEC permit applicable to each Transfer Station.
- **CONTRACTOR MUST BE MOBILIZED AND READY TO BEGIN WORK ON JANUARY 1, 2022.**
- Comply with all applicable rules and regulations in effect at the Fulton County Landfill.
- Repair and maintain the facilities and provide all required reports and maintenance records.

2. Specific Services

Contractor's Responsibilities For Transfer Station Operations

- Furnish all labor, materials and equipment necessary to operate the Transfer Stations load the MSW and C&D for transport. Contractor will be responsible for all costs associated with the furnishing of all the labor, materials and equipment for this operation;
- Maintain the Transfer Stations in an operative condition, ready to receive and transfer all MSW delivered to the Transfer Stations from 7:00 a.m. to 3:00 p.m., Monday through Friday, 8:00 a.m. to 11:30a.m. on Saturday, and such additional times as the Transfer Stations are required to be operated pursuant to the Contract;
- Operate and maintain the Transfer Stations in full compliance with all Occupational Safety and Health Administration requirements and Federal, State, and local laws and regulations; and maintain existing fire protection systems in good working order;
- Provide all sufficient and reliable equipment necessary for efficiently receiving, handling, and loading MSW to ensure a safe and continuous operation;
- Pay all utility costs for Transfer Station operations;
- Cooperate with other County contractors and licensees authorized to enter the facilities, including contractors receiving and transporting recyclable materials from the County, and contractors engaged in testing, repair and maintenance activities at adjacent landfill property;
- Provide an acceptable facility Security Plan for the Transfer Stations;
- Allow unrestricted access to the Transfer Stations by designated County personnel to inspect, monitor or review the operations or to meet with Contractor's personnel;
- Invoice the County for the work performed under this Contract on a monthly basis in a County approved format, as set forth in the Contract;
- Inspect all MSW brought the Transfer Stations to ascertain that the quality of materials delivered is acceptable for disposal at the Landfill;
- Provide and adhere to an approved Operations and Maintenance Plan, which shall include Health and Safety provisions throughout the term of the Contract;

- All personnel shall be qualified for their positions and shall have the necessary licenses required by federal, state and local regulations. The County may check the background of individuals to verify qualifications and experience;
- Contractor shall comply with all Applicable Law and regulations, including but not limited to the payment of prevailing wages on public contracts and the submission of certified payrolls to the County.

Contractor's Responsibilities For Transportation Of MSW And C&D From The Transfer Stations To The Fulton County Landfill

- The Contractor shall provide an adequate number of transport vehicles that are dedicated to the Work. The Contractor shall provide to the County, upon start of the Contract, a list of the equipment to be used in the O & M Plan. The list shall include a description of the vehicle/equipment, plate or serial number. The list shall be maintained in a current status with the County. Sufficient standby vehicles must be available to assure daily hauling to the Landfill;
- All vehicles must be suitable for hauling MSW and C&D. The Contractor shall utilize top loading 85 to 100 cubic yard trailers that are equipped with automatic ejection devices. Dump trucks will not be permitted;
- All transfer vehicles (both tractors and trailers) shall have 6" stenciled numbers professionally painted in areas visible to the Weigh Scale personnel. The vehicle numbers shall be cleaned and fully visible at all times;
- The Contractor shall provide for tarp covering of MSW and C&D while transfer trailers are in transit;
- The Contractor shall comply with all procedures and rules at the Landfill and all applicable provisions of the Intermunicipal Agreement between the counties of Fulton and Montgomery;
- The Contractor shall ensure that the transfer vehicles present a neat and clean appearance. Loaded vehicles shall meet all applicable rules and regulations for over-the-road travel for the designated and alternate routes. The transfer trailers shall be designed to preclude the spillage of waste, well maintained in good working order, registered with the State of New York Department of Motor Vehicles or equivalent state agency, and loaded within their design capacity and New York State Department of Transportation regulations;
- The Contractor shall maintain its own off-site vehicle maintenance facility for servicing and repairing the transport equipment and vehicle fleet, unless it elects to subcontract for these services. No vehicle maintenance or repair may be performed at the Transfer Station site unless under emergency conditions;

- All personnel shall be qualified for their positions and shall have the necessary licenses required by federal, state and local regulations. The County may check the background of individuals to verify qualifications and experience;
- Contractor shall comply with all Applicable Law and regulations, including but not limited to the payment of prevailing wages on public contracts and the submission of certified payrolls to the County.

TERM OF CONTRACT

The initial contract period will be for a term of three years with the option for two one year renewals.

QUALIFICATIONS AND SUBMITTAL REQUIREMENTS

The statement of qualifications and service shall include the following:

- Information, which demonstrates the proposer's experience with this type of project.
- Identification of project manager and involved personnel, including their qualifications and experience and years of service for this proposal.
- Information which demonstrates the proposer's experience in operating solid waste transfer facilities and transporting solid waste for disposal. Include a list of reference, with contact persons and phone numbers for these projects.
- A clear and concise statement describing the Proposer's approach to the work, including anticipated staffing and equipment to be provided. **This statement should demonstrate that the proposer will be fully mobilized and ready to provide services, with all necessary personnel and equipment, on January 1, 2022.**

ATTACHMENT A
Cost Proposal

TASK 1 – Transfer Station Operations. Cost applies to operation of both the Amsterdam and Western Transfer Stations

A. Contract Year 1 (January 1, 2022 – December 31, 2022)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

B. Contract Year 2 (January 1, 2023 – December 31, 2023)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

C. Contract Year 3 (January 1, 2024 – December 31, 2024)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

D. Total A(iii) + B(iii) + C(iii) \$ _____

TASK 2 – Transport of solid waste from the Amsterdam and Western Transfer Stations to the Fulton County Landfill

A. Contract Year 1 (January 1, 2022 – December 31, 2022)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

B. Contract Year 2 (January 1, 2023 – December 31, 2023)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

C. Contract Year 3 (January 1, 2024 – December 31, 2024)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

D. Total A(iii) + B(iii) + C(iii) \$ _____

ALTERNATE – Disposal of solid waste from the Amsterdam and Western Transfer Stations

A. Contract Year 1 (January 1, 2022 – December 31, 2022)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

B. Contract Year 2 (January 1, 2023 – December 31, 2023)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

C. Contract Year 3 (January 1, 2024 – December 31, 2024)

i) Dollars per ton in words _____

ii) In Figures \$ _____

iii) Price per ton times 40,000 tons \$ _____

D. Total A(iii) + B(iii) + C(iii) \$ _____

TOTAL COST TASKS 1 and 2 or ALTERNATE \$ _____

ATTACHMENT B

ANNUAL TONNAGES 2018 – 2020

SEE EXCEL SPREADSHEETS

**FORM A
CHECKLIST**

Answer
Yes or No

- | | |
|-------------------------------------------------------------------------------------------------|-------|
| 1. I have read ALL of the instructions and specifications. | _____ |
| 2. I have filled in ALL blank spaces and supplied one original and 2 copies of the proposal. | _____ |
| 3. I have furnished all required information. | |
| • Form A – Checklist | _____ |
| • Form B – Proposal Form | _____ |
| • Form C – Non-Collusion Certification | _____ |
| • Form D – Receipt of Addenda | _____ |
| • Form E – Sexual Harassment Prevention | _____ |
| • Form F – Bid Bond Form | _____ |
| 4. I am an officer of the company. | _____ |
| 5. I have the express authority to obligate my company under the laws of the State of New York. | _____ |
| 6. I am returning the original Proposal sheet. | _____ |
| 7 I have made copies for my record. | _____ |

END OF SECTION-FORM A

**FORM B
PROPOSAL FORM**

TO: MONTGOMERY COUNTY PURCHASER
COUNTY ANNEX BUILDING
20 PARK STREET, P.O. BOX 1500
FONDA, NY 12068

The undersigned, having a principal place of business as indicated below, and being responsible for the same, agrees to furnish to Montgomery County the services listed at the price(s) herein stated, in accordance with the specifications annexed to the proposal.

- Please sign and attach the Non-Collusion Certification to the proposal.
- All proposals must be firm for 120 days
- Delivery to be within the time specified herein, after receipt of notification of award.
- The County reserves the right to reject any or all proposals.

I, _____, doing business as, _____,
(Owner's name) (Business Name)

and located at _____, in the _____ of _____
(Business street address) (City, Town, Village)

and the state of New York, do hereby submit this proposal in response to an invitation to a request for proposal for recycling services in the agreement with the scope of work as described in the request for proposal as set forth . I hereby understand that the County of Montgomery reserves the right to reject any or all proposals.

If successful, a "Certificate of Insurance" naming the County as an Additional Insured will be provided, from an insurance company licensed to do business by New York State, will be provided within ten working days after notification of the award.

By: Name _____
Signature _____
Company _____
Title _____

END OF SECTION-FORM B

FORM C
NON-COLLUSION CERTIFICATION

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 their knowledge and belief:

1. The prices in this 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 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 proposal for the purpose of restricting competition.

Proposer Company:

By: _____
Name/Title

END OF SECTION-FORM C

FORM D
Receipt of Addenda

By signing the following statement, the Proposer acknowledges receipt of addenda concerning this RFP. Any addenda issued by Montgomery County will be transmitted to all Proposers on the County's List of Proposers receiving this RFP and any other party requesting a copy of the RFP.

Failure to receive addenda does not relieve the Proposer from responsibility of complying with all terms and conditions set forth in this RFP and subsequent addenda.

Addenda #1 Date: _____ Signed: _____

Addenda #2 Date: _____ Signed: _____

Addenda #3 Date: _____ Signed: _____

END OF SECTION-FORM D

FORM E
Sexual Harassment Prevention Certification

SEXUAL HARASSMENT PREVENTION POLICY AND TRAINING CERTIFICATION

Firm Name _____

Business Address

Telephone Number _____

Date of Bid _____

Certification

The bidder certifies under the penalty of perjury that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees in compliance with Department of Labor regulations.

Signature (Authorized)

Title _____

END OF SECTION-FORM E

FORM F
Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal; and _____ as Surety, are hereby held and firmly bound unto the County of Montgomery, New York, in the penal sum of _____ for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2021. The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for _____.

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto, (properly completed and in accordance with said bid), and shall furnish a bond for the faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor's Name: _____ Insurance Co. _____

Principal (LS) By _____

SEAL

END OF SECTION – FORM F