

**REQUEST FOR PROPOSAL**  
**TRASH REMOVAL AND RECYCLING SERVICES**

**PULASKI ACADEMY AND CENTRAL**  
**SCHOOL DISTRICT**



**For the Period of December 1, 2021 to June 30, 2022**

Issued By: Pulaski Academy and Central School  
2 Hinman Road  
Pulaski, New York 13142

Proposal Due By: November 1, 2021  
2:00 pm prevailing time

**PART I**  
**Provision of Trash Removal and Recycling Services**  
**OVERVIEW**

**A. Statement of Purpose**

The Board of Education of the Pulaski Academy and Central School District is seeking written proposals from qualified firms for the provision of Trash Removal and Recycling Services.

**B. General Information**

The Pulaski Academy and Central School District operates at three locations. The Lura M. Sharp Elementary School enrolls approximately 450 students in Pre-K through Grade 5, the Middle/High School approximately 580 students in grades 6-12 and one Bus Maintenance facility in Pulaski, New York.

**C. Time Line**

Release of Proposal Specifications	September 17, 2021
Proposal Due Date	November 1, 2021
Announcement/Award Date	November 16, 2021
Effective Date of Award	December 1, 2021 through June 30, 2022

**D. Questions Concerning the RFP**

From the issue date of this Request for Proposal until the selection and announcement of the successful applicant, all contact with Pulaski Academy and Central School District personnel concerning the contents of this RFP must be through Sarah Starbird, Business Manager, (315) 298-5188(office), [sstarbird@pulaskicsd.org](mailto:sstarbird@pulaskicsd.org) (email). To the extent possible, each question will be submitted *in writing*, citing a particular RFP section, prior any formal conference.

**E. Addendum to the Request for Proposal**

The Pulaski Academy and Central School District reserves the right to amend the RFP. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all prospective applicants who received the original RFP. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.

**F. Format for Required Information**

Proposals shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared nonresponsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by an official authorized to bind the applicant to its provisions. Proposals which do not address all requirements of this Request for Proposal may be considered non-responsive.

**PART I (cont'd)****G. Submission of Proposal**

The following are general requirements to which applicants must adhere in response to the RFP:

1. Proposals are to be sent showing the following information on the outside and shall be mailed, hand delivered, or delivered by commercial carrier to the following:

**RFP – TRASH REMOVAL AND RECYCLING SERVICES  
CONFIDENTIAL – DO NOT OPEN**

Pamela McCrobie, District Clerk  
Pulaski Academy and Central School  
2 Hinman Road  
Pulaski, New York 13142

2. Return address must be shown on the outside of the envelope.
3. Proposals must be **received** by the Pulaski Academy and Central School District on or before November 1, 2021, 2:00 PM, Eastern Standard Time. **No proposal received after this time will be accepted or considered.**
4. To facilitate the evaluation process, **the applicant is required to submit one (1) original of the proposal.**

**H. Request for Supplemental Information**

During the evaluation period, applicants may be requested to present supplemental information clarifying their proposal. This information must be submitted in writing and will be included as a formal part of the applicant's proposal.

**L. Disclosure of Proposal Contents**

To the extent permitted by law, applicants' proposals will not be disclosed, except for the purposes of evaluation, prior to approval of the resulting contract by the Pulaski Academy and Central School District Board of Education. All material submitted becomes the property of the Pulaski Academy and Central School District and may be retained or returned at the District's sole discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the Pulaski Academy and Central School District.

**PART II**  
**Provision of Trash Removal and Recycling Services**

**EVALUATION OF PROPOSALS**

**A. Selection Process**

The District will evaluate all proposals during which time they may ask questions of a clarifying nature and/or contact any references provided. The District reserves the right to reject any and all proposals/received in response to this RFP, waive or modify irregularities in proposals received, after prior notification to the applicant and/or accept that proposal which is in the best interest of the District.

The selection process used for determining the most successful proposal is best described as a “Competitive Proposal” process in which pricing is one of the most important criteria, but not the only criteria. The factors in the evaluation process include:

1. Experience of the firm. Number of years and type of experience will be considered, as well as specific experience (verifiable through references).
2. Organization, size, and structure of the firm.
3. Location and accessibility of the firm and of staff to be assigned.
4. Responsiveness of the written proposal to the scope of services outlined in the District’s requests and adherence to the proposal format.
5. Proposed fee schedule.

**B. Contract Terms**

These specifications will become part of any “contract” forms that may be required and will take precedence over any other terms or conditions submitted by the applicant. Any agreement resulting from this RFP shall be governed and construed under the laws of the State of New York. The proposal shall include pricing for the period December 1, 2021 through the end of the school year June 30, 2022.

**C. Notification of Award**

After evaluation and selection of the successful applicant, all applicants will be notified, in writing, of the acceptance or rejection of their proposals. Acceptance will be by formal Board of Education resolution taken at a scheduled meeting. At that time the name of the successful applicant shall be disclosed.

**D. Incurred Costs**

The Pulaski Academy and Central School District is not liable for any cost(s) incurred by prospective applicant(s) submitting proposals.

**PART III  
Provision of Trash Removal and Recycling Services**

**SCOPE OF WORK**

**A. Refuse Pickup:**

The successful vendor will be responsible for the delivery and set up of container(s) at least one week prior to the effective date of the contract.

Container(s) shall be new or “like new” condition. Container(s) shall be maintained in a sanitary condition throughout the terms of the contract. Proposals must include the cost of delivery, installation, and/or removal of containers and all landfill fees.

Dumpsters and their size to be set up in the following locations September through June:

<u>Site</u>	<u>Quantity</u>	<u>Size</u>	<u>Pick-up</u>
Lura Sharp Elementary (2 Hinman Road)	2	8 yard	2 Times per Week*
Middle/High School (4624 Salina Street)	2	8 yard	2 Times per Week*
Transportation Center (4662 Salina Street)	1	3 yard	2 Times per Week*

\*With 1-2 days between pick-up days.

- Refuse containers must be emptied so as not to interfere with busing schedules.

**B. Disposal:**

All garbage and waste material must be disposed of in a state approved landfill and in accordance with prevailing regulations.

**C. Recycling:**

The successful vendor will be responsible for the delivery and set up of container(s) at least one week prior to the effective date of the contract. Container(s) shall be new or “like new” condition. Container(s) shall be maintained in a sanitary condition throughout the terms of the contract. Proposals must include the cost of delivery, installation, and/or removal of containers and all disposal fees.

<u>Site</u>	<u>Quantity</u>	<u>Size</u>	<u>Pick-up</u>
Lura Sharp Elementary (2 Hinman Road)	1	8 yard	1 Time per Week
Middle/High School (4624 Salina Street)	1	8 yard	1 Time per Week

- Refuse containers must be emptied so as not to interfere with busing schedules.

**D. Pick-up Schedule**

Pick-ups shall be performed at frequency described above, while school is in. The District will provide the successful applicant with information concerning the school calendar.

**E. Cleanup:**

In the event that the agents or employees of the successful applicant shall mishandle garbage and refuse in spillage, the successful applicant shall be responsible for the immediate cleanup of such spillage and all costs associated with the spillage.

Part III Continued:

**F. Invoicing:**

Invoicing of services shall be forward to the District's Business Office at 2 Hinman Road, Pulaski, New York, 13142, and based on net 30 days.

**G. Taxes:**

The District is exempt from New York State Sales tax. Proposal submissions should not include Sales Tax. Exemption certificates, if required, will be furnished on forms provided by the contractor.

**H. Insurance:**

The contractor shall purchase from and maintain in a company or companies licensed to sell insurance in the State of New York such insurance as will protect the Contractor from claims set forth below which may arise out of result from the Contractors operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall provide a certificate of insurance evidencing the required coverage's and naming the Pulaski Academy and Central School District as additional insured.

- (1) Claims under the workers' or workman's' compensation, disability benefit and other similar employee benefit acts are applicable to the work performed.
- (2) Claims for damages because of bodily injury, occupational sickness or disease of any one person other than the Contractors Employees.
- (3) Claims for damages because of bodily injury, sickness or disease of any one person other than the Contractors Employees.
- (4) Claims for damages insured by unusual personal injury liability coverage, which are sustained ( 1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person.
- (5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (7) Claims involving contractual liability insurance applicable to the contractor's obligations, either contractually or as a matter of law.

The Insurance required by this agreement shall be written for not less than the following limits, or greater, if required by law:

- 1)Workers Compensation:
  - State: Statutory
  - Applicable Federal (e.g., Longshoremen's): Statutory
  - Employers Liability: Statutory

- 2) Comprehensive or Commercial General Liability (including Premises-Operation, Independent Contractor's Protective; Products and Completed operations; Broad form property damage):  
Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate  
Products and Completed Operations  
\$2,000,000 Aggregate
- 3) Business Auto Liability (including owned, non owned, and hired vehicles): Bodily Injury and Property Damage  
\$1,000,000 Each Accident
- 4) Umbrella/ Excess Liability  
\$1,000,000 over Primary Insurance  
\$10,000 retention for self-insured hazards, each occurrence.
- 5.) The policy naming the District as an addition insured shall:
- Be an insurance policy from an A.M. Best-rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred;
  - Provide for 30 days notice of cancellation;
  - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers;
  - The District shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- 6.) The District should be listed as Additional Insured on the General Liability and Auto liability.
- 7.) Independent Contractor: The successful applicant's status shall be that of an independent contractor, and not an employee of the District. The applicant is responsible for all payroll taxes, contributions and insurances required by law.
- 8.) Requirements of Article 8 (Section 220-223) and Article 9 (Section 230-239) of the New York State Labor Law relating to Prevailing Rate Schedule.  
The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed. The prevailing rate schedule will be provided upon request.

**PART IV**  
**Special Conditions**

**LABOR, SUPPLIES, EQUIPMENT, ETC.**

The successful applicant shall furnish all labor, supplies, equipment, etc., necessary to perform the described trash removal service.

**CONTAINER MAINTENANCE**

All containers furnished by the successful applicant shall be periodically cleaned, painted and stenciled for trash service. During summer weather (or extended warm weather during other seasons of the year) the containers are to be rinsed after being emptied to minimize odors and to comply with health codes. Containers will be placed as directed by the Director of Facilities.

**CONTRACT PERIOD**

This proposal may be accepted and work authorized by the School District for the period December 1, 2021 through June 30, 2022.

**LICENSE & PERMIT REQUIREMENTS**

The successful applicant shall agree to maintain continuously applicable State, County, City and Federal licenses and permits. The School District reserves the right to investigate thoroughly the finances, character, experience and record of each applicant, and the final award will consider these aspects with the actual proposal. The applicant shall fully cooperate in providing information necessary to facilitate the investigation stated above.

**ASSIGNMENT AND SUBLETTING**

The Contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of contract let for this job, without the previous consent, in writing, of the Pulaski Academy and Central School District Purchasing Agent.

**REJECTION OR ACCEPTANCE OF PROPOSAL**

The right is reserved by the School District to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired and to accept the proposal which in the judgment of the School District is deemed the most advantageous for the School District. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful applicant, or his refusal to enter into a contract with the School District, the School District reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

**COMMENCEMENT OF WORK**

Upon execution and delivery of the contract and the delivery of the required Certificates of Insurance by the successful applicant to the School District and the approval thereof by the School District's attorney, the successful applicant will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the School Business Administrator.

**PRICING**

All prices are to be quoted firm against increase for a minimum of one (1) year from the effective date. The School District reserves the right to renegotiate prices, or to advertise for proposals, if container sizes or pick-up schedule changes.

**METHOD OF PAYMENT**

Detailed invoices showing the number of pick-ups per container and the tipping fee shall be sent monthly to the Pulaski Academy and CSD, ATTN: Business Office, 2 Hinman Road, Pulaski, NY 13142 at the contract price. Upon verification of satisfactory service, the Purchasing Agent will approve the invoice and process for payment.



**PART V**  
**Provision of Trash Removal and Recycling Services**

**CUSTOMER REFERENCES**

The District is requesting at least three (3) current customers of Trash Removal & Recycling Services, preferably another school district or municipality. The proposer, by submission of this proposal, hereby consents to the District to contact references listed.

1.) Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

2.) Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

3.) Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

4.) Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

5.) Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

**PART VI**  
**Provision of Trash Removal and Recycling Services**

**VENDOR INFORMATION**

Name of Organization: \_\_\_\_\_

Address of Organization \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person and Title \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

E-mail (if available) \_\_\_\_\_

Website (if available) \_\_\_\_\_

Are you incorporated?     ( ) Yes     ( ) No

a – If yes, in which State are you Incorporated? \_\_\_\_\_

b – If you are not incorporated in New York, are you authorized to do business in  
New York? \_\_\_\_\_

If you are not incorporated, please check the appropriate line below:

- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Unincorporated Association
- \_\_\_\_\_ Other (please specify) \_\_\_\_\_

Firm is (check one): Local \_\_\_\_\_ Regional \_\_\_\_\_ National \_\_\_\_\_

**PART VII**  
**Provision of Trash Removal and Recycling Services**

**STATEMENT OF FEES**

**Provision of Trash Removal and Recycling Services for December 1, 2021 through June 3, 2022 -**

Regularly Scheduled Refuse pick-ups, as described in Part III (December 2021 – June 2022)

Total for Contract Period

2 Hinman Road, Pulaski NY	\$ _____
4624 Salina Street, Pulaski NY	\$ _____
4662 Salina Street, Pulaski NY	\$ _____

Regularly scheduled Recycling pick-up charges, as described in Part III (December 2021-June 2022)

Total for Contract Period

2 Hinman Road, Pulaski NY	\$ _____
4624 Salina Street, Pulaski NY	\$ _____

Submitted by:

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Individual)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PART VIII**  
**Provision of Trash Removal and Recycling Services**

**NON COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, the applicant certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of noncollusion in proposals to political subdivision of the state. Every proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive proposal is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the applicant and affirmed by such applicant as true under the penalties of perjury:

Noncollusive proposal certification.

"(a) By subdivision of this proposal, each applicant and each person signing on behalf of any applicant 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 knowledge and belief: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, under penalty of perjury, that to the best of 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 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."

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Individual)

Firm Name: \_\_\_\_\_

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