

*Town of North Hempstead
Request for Proposals
STOP Program- Clothing and Equipment Donation Services
TNH065-2015*

Town of North Hempstead
Request for Proposals
STOP Program- Clothing and Equipment
Donation Services

TNH065-2015

Release Date: April 16, 2015

Due Date: May 1, 2015, 3PM



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1. SECTION 1 – GENERAL RFP GUIDELINES

1.1 Statement of Purpose

The Town of North Hempstead Office of Sustainability is distributing this Request for Proposal (RFP) from qualified vendors to provide clothing and equipment donation services for Stop Throwing Out Pollutants (S.T.O.P.) events. Town Staff will evaluate the results of the program to determine the possibility of continuing the services of vendor throughout all Town of North Hempstead S.T.O.P. events.

The decision to use the vendor's services was based on the following conditions and goals of the Town:

1. The S.T.O.P. program offers residents the convenience of clothing and equipment donations at each event.
2. The vendor's donation services will provide the Town with a total weight of items received and compensation based on that weight, in order to provide invaluable information to the residents. This bestows knowledge of how successful the Town's program is and accurate compensation based on the amount of clothing and equipment collected.

Other important goals of the Town for using the services of clothing donation vendors at S.T.O.P. events:

- Increase donation Options – the ability to offer more donation opportunities not only gives the residents more freedom, but also provides a feeling of comfort that low-income and the homeless individuals are given warm clothing.
- The presence of a clothing donation vendor at S.T.O.P. events shows the residents that the Town cares for low-income and homeless individuals.
- The continued services of the vendor at S.T.O.P. events provide more opportunities to donate during various seasons of the year.
- Donating clothing is one effective way of diverting tons of clothing and equipment from entering landfills.
- Flexibility for residents to bring clothing and/or equipment to the next S.T.O.P. event.

The successful proposal(s) will result in a contract to provide services for one year. The Town has the option to offer a one or two year extension.

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1.2 Naming

Henceforth, the Town of North Hempstead Finance Department shall be referred to as the "Town". The words "contractor" and "vendor" are used interchangeably in this "Request for Proposal".

1.3 Statement of Decision

This RFP is not an offer to enter into an agreement with responding vendors. Only the execution of a written contract will obligate us in accordance with the terms and conditions in such contract. This RFP represents the Town's request to receive proposals from vendors that have been contacted and that are interested in providing veterinary services and if applicable continued maintenance.

1.4 Limitations

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The Town reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the Town to do so. The Town may require the vendors selected to participate in negotiations and to submit any cost, technical, or other revisions of their proposal, as a result of any such negotiations. Applicants' protest rights are limited to violations of federal, state, or local laws and regulations.

1.5 Statement of Confidentiality

In order to protect the confidentiality of the Town's business, all information that is provided to vendors during the RFP process, in any form, shall not be duplicated and must be returned to the Town at the end of the RFP process. Information shall be treated as confidential by vendors and should only be used for the purpose of providing responses to this RFP. Vendors shall not disclose any information found in this document or information that is gathered during the RFP process to anyone except Town authorized officers and vendor's authorized officers directly connected with the RFP process.

1.6 Proposal Timeframes

Release of RFP	April 16, 2015
Deadline for submission of questions	April 23, 2015 11AM
Deadline for posting answers on website	April 27, 2015, 4pm
Deadline for Proposals	May 1, 2015

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1.7 Number of RFP Copies

One hard copy and one (1) electronic version (in CD or DVD) of the RFP response must be submitted to the following person and address:

Town of North Hempstead

Purchasing Divison
220 Plandome Road
Manhasset, NY 11030
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1.8 RFP Inquires

All vendor questions regarding this RFP must be addressed via email to Contracts@northhempsteadny.gov, by deadline indicated above. Questions must be direct, and concise for each issue to be addressed. A summary of vendors' questions with associated answers will be compiled and posted to the Town's website at www.northhempsteadny.gov, by due date indicated above.

1.9 Form and Structure of Response

- The response must be delivered in a binder along with an electronic copy on or before the date specified in Section 1.6. The response must be organized in the following manner:
 - Vendor Cover Letter – Include primary contact information
 - Executive Summary – Detail the solution being proposed
 - Table of Contents
 - Company Information – Provide all information requested as detailed in Section 3.
 - Appendices (If Necessary)

1.10 Evaluation Methodology

Each response will be reviewed and evaluated based on criteria and priorities defined by the Town and detailed in this RFP. These criteria will include, but are not limited to, the following:

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- Proposal completeness, timeliness, and compliance with RFP guidelines and format.
- The magnitude, scope, and complexity of the services to be rendered.
- Experience of the vendor in assignments of similar size, scope and complexity.
- Special knowledge relevant to the project.
- Special equipment or facilities relevant to the project
- Size, staffing, resources, and financial capability of the vendor vs. the size of the assignment.
- Time constraints and deliverability of services.

1.11 Selection Process

The Town will review all submitted material and rank the vendors in order of their qualifications for this project. At its discretion the Town may elect to interview each vendor, make visits to each vendor, or inspect prior work done by each vendor. The Town will notify the three highest ranked vendors of their standing and notify the remaining vendors that they were not chosen for this project. The three highest ranked vendors will be required to provide an on-site demonstration of their product's functionality.

The Town shall then initiate negotiations with the highest qualified vendor. If a satisfactory agreement cannot be negotiated with the vendor considered the most qualified, at a fee determined to be fair and reasonable, then negotiations with said vendor shall be terminated and negotiations then undertaken with the second most qualified vendor. Failing accord with the second most qualified vendor, negotiation shall terminate with it and then be undertaken with the third most qualified vendor.

If acceptable terms cannot be reached with any of the three highest ranked vendors, the selection process shall be terminated and the project shall be re-evaluated by the Town.

1.12 Incorporation of RFP and RFP Responses in Contract

This RFP, its appendices and amendments, and all promises, warranties, commitments and representations made in the successful response to this RFP will be binding and will become part of the contractual obligations.

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All promises, warranties, commitments, and representations made in the successful response to this RFP will be binding upon vendor and will become part of vendor's contractual obligations, at the discretion of the Town.

The contract will be awarded, subject to Town Board approval, to the responsible vendor that best demonstrates relevant experience and expertise; the utilization of materials, software and hardware best capable of meeting the Town's needs; who upon evaluations of all proposals received, best responds to this RFP; who offers the best value to the Town, and who in the judgment of the Town will best serve the public interest. The Town reserves the right to require that a subset of finalists make a presentation to the Selection Committee for consideration.

GENERAL CONDITIONS OF THE RFP

1. All RFP submission materials become the property of the Town.
2. The Town reserves the right to postpone modify or cancel this RFP or reject any or all proposals, for any reason or no reason without penalty to the Town. The Town reserves the right to select the proposal believed to be the most beneficial to the Town, without having the cost of materials and services the sole determinative factor. Notwithstanding any other provision herein, the Town is under no obligation to award a contract. The Town reserves the right to waive any minor irregularities contained in any proposal. Selection of a vendor solution shall not be construed as an award of contract, but as a commencement of contract negotiations, including not limited to contract price proposed. A contract award can only be made with Town Board approval. At its sole discretion, the Town may also submit the contract award to its bond counsel for approval.
3. The Town shall not be liable for any costs incurred by proposers in the preparation of the proposals or for any work performed in connection therein, or as a result of the modification, postponement, or cancellation of the RFP.
4. Applicants are advised that the Town has the option to select a vendor without conducting negotiations and that each applicant should initially submit their best proposal.
5. Any contract entered into with respect to this RFP will constitute the entire understanding and agreement between the Town and the selected vendor, and shall constitute all the terms and conditions of the agreement between the parties. In the case of a conflict between the RFP and the contract, the contract shall prevail.
6. No vendor which has submitted a proposal pursuant to this RFP shall have the right to assign its submitted proposal or, if selected, the contract without the prior written consent of the Town. The Town's refusal to consent to an assignment shall not entitle the assigning vendor to cancel the submitted

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proposal and/or contract if fully executed, or give rise to any claim for damages against the Town.

7. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to New York conflicts of laws principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in Courts located within Nassau County or, if in the federal courts, in the United States District Court for the Eastern District of New York. Proposer, its successors and assigns, if any, by submitting its proposal subjects itself to the jurisdiction of any such state or federal court and EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY.
8. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Town and the successful vendor.
9. The vendor shall pay all employees the prevailing wage, if applicable.
10. The vendor shall comply with all federal, state, and local statutory and constitutional anti-discrimination provisions. The vendor shall not discriminate against employees, applicants for employment, or third party vendors or subcontractors on the basis of race, creed, color, national origin, sex, age, disability, or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The vendor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, layoffs, terminations and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
11. In addition to non-discrimination and affirmative action compliance requirements the vendor awarded contract shall comply with all federal, state, and local laws, statues, or ordinances relative to the performance and execution of the work. This requirement, includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
12. No subcontractor or third party vendor may be utilized by the contracting vendor without the prior written approval of the Town.
13. Vendors are required to plan the implementation in such manner as to provide no downtime to the Town's business operations. This will include a phased approach to implementation, with cutover of all sites in a closely managed migration.

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- 14.**The responsibility to identify all codes, and/or agencies having jurisdiction over any implementation practice will be the sole responsibility of the vendor regardless of subcontractor involvement. At a minimum, the execution of this RFP and all its acts of the vendor selected to perform work described herein shall conform with the following guidelines, mandates and standards: Federal Communications Commission; OSHA; Electronic Industries Association; American National Standards Institute; National and Local Electrical Codes; State, Town and County ordinances as applicable; Telecommunications Distribution Standards; applicable regulations of the New York State Department of Labor; and federal and state anti-discrimination laws. This listing is not exclusive.
- 15.**The Town reserves the right to change the schedule of issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be posted to the Town's website. It is the sole responsibility of the proposer to monitor the Town's website for the posting of such information.
- 16.**The proposal must contain a fee schedule that includes line items for equipment, software, professional services, warranties, maintenance services, project management, installation, and training.

2. GENERAL REQUIREMENTS

2.1 Overview

The selected vendor is required to:

- Comply with Town Policies, Standards and Procedures, and Town Privacy Principles as they pertain to Town's Information Protection and Security Department. (The full Standards and Procedures and Town Privacy

2.2 Minimum Insurance Requirements

The Town will require the selected vendor to comply with insurance requirements as outlined below. The Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the Town:

- Commercial General Liability Insurance-\$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage;
- Automobile Liability Insurance-\$2,000,000.00 combined single limit per accident for bodily injury and property damage;
- Worker's Compensation Insurance as required by the laws of the State of New York;
- Errors and Omissions for Professional Services applying to all professional activities performed under the contract-\$2,000,000.00 per occurrence and as an annual aggregate.
- Employer's Liability coverage with limits of \$500,000.00 per accident; \$500,000.00 per disease policy limit; \$500,000.00 per disease each employee.

Any deductibles or self-insured retentions must be declared and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the vendor for changes in coverage deductibles or self-insured retentions; or alternatively, require the contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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The Town is to be named as an additional insured on the general liability, automobile liability, employer's liability, and errors and omissions policies procured by Vendor with respect to the work the subject of this RFP.

The vendor's insurance shall be primary insurance. Any insurance or self-insurance retentions maintained by the Town shall be excess of the vendor's insurance and shall not contribute to it.

All policies will provide the Town with 30 days written notice of cancellation or material change.

Vendor agrees to waive its right of subrogation against the Town. The insurances required herein will not be invalidated by any action, inaction, or negligence of the insured.

Insurance is to be placed with insurers acceptable to the Town.

Vendor shall provide the Town with certificates of insurance reflecting the coverage provided herein. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Town as an "additional insured". The certificates are to be received promptly by the Town and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Contractors shall include all subcontractors as insured's under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

2.3 Security and Compliance

Vendor is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard the Town's information assets.

This summary does not replace the obligation of the vendor to comply with all of the Town's security policies and standards as listed in the General Security Guidelines and the laws that regulate business in the Town's regions. In the event of a conflict between these requirements and the underlying policies, standards and laws; the underlying policies, standards and laws control.

2.4 Physical Security Requirements

Vendors will be responsible for securing any Town or Town designated property and equipment where they have been working. If there are no means available to secure the property or equipment, the vendor will be responsible for immediately informing the Town or Town designated contact.

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2.5 Pricing

1. The proposal must contain a fee schedule that includes line items for compensation to the Town based on poundage of clothing collected and any other applicable fees or payment to the Town.
2. Unless otherwise stated, Bidder agrees that, in the event of a price increase, the benefit of such higher price shall be extended to the Town.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and Town only after completion of the initial three year term.
5. The payment(s) quoted shall be the total compensation to the Town for this project including taxes and all other charges.
7. Price quotes shall include any and all payment incentives available to the Town.
8. Price quotes must include the expense of providing receipts to residents for all donations.
9. Prices quoted by the Bidder shall be firm for the three (3) year term of any contract that may be awarded pursuant to this RFP.

COMPANY Information

2.6 Name and address

Please provide name and address information for all office locations.

2.7 Company History

Please indicate the number of years your company has been in business.

2.8 Termination for Default

Performance under any contract resulting from this RFP may be terminated by the Town of North Hempstead whenever:

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The vendor, in the sole opinion of the Town of North Hempstead, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default.

Termination will be effected by delivery to the vendor of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the vendor shall:

- stop all work;
- assign to the Town of North Hempstead all rights, title and interest in the work being developed;
- deliver forthwith to the Town of North Hempstead all completed work and work in progress;
- preserve and protect, until delivery to the Town of North Hempstead, all material, plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the Town of North Hempstead or necessary to the completion of the work.

3. SCOPE OF SERVICES

4.1. Intent

The Town of North Hempstead seeks to procure clothing and equipment donation services for all S.T.O.P. events. The Town intends to contract with a qualified vendor to pay for these services and provide compensation to the Town for the clothing collected for each event for 2015, on June 20, September 12 and November 8.

Saturday, June 20, 2015

North Hempstead Beach Park North Lot

175 West Shore Road, Port Washington, NY 11050

Saturday, September 12, 2015

Michael J Tully Park

1801 Evergreen Ave, New Hyde Park, NY 11040

Sunday, November 8, 2015

North Hempstead Beach Park

175 West Shore Road, Port Washington, NY 11050

The Town expects to receive compensation for the collected textiles on a poundage basis. Vendors are required to provide an estimate of the rates they expect to pay to the Town based on the amount of clothing collected.

Vendors are highly encouraged to review the locations of each event. The contract services shall include all personnel, transportation and servicing fees. The Town encourages the vendor to propose additional services or equipment that they feel would enhance the operation of their services.

5.1 Background

The Town of North Hempstead occupies 58 square miles. Its western border is roughly 14.5 miles from Manhattan. It is bounded on the north by the Long Island Sound, to the south by the Town of Hempstead, to the west by the borough of Queens, and to the east by the Town of Oyster Bay. Its northern land boundaries are extensively arranged along the Little Neck and Manhasset Bays, and Hempstead Harbor.

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This suburban community has a population of 222,611. There are 74,587 year round households. Estimated average household size is 2.84. The median house value is \$354,100. The median family income is estimated to be \$94,156.

At past S.T.O.P. events, there have been 700+ participating vehicles. The selected contractor will provide service to accommodate the volume of residents at each event.

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Section 5. FORMS

**5.1 BIDDERS STATEMENT
CONTRACT
THIS IS NOT AN ORDER**

THE BIDDER HEREBY ACKNOWLEDGES, without qualification, that s(he) will abide by all terms and conditions pursuant to this bid, including but not limited to the bid specifications, specific terms and conditions, general terms and conditions and bid prices hereto.

FURTHER, the undersigned offers and agrees to furnish any and all items upon which prices are bid at the price set forth for each item bid, if this bid is accepted within _____ days from the opening date stated in the invitation on the first page of this bid document. DELIVERY to destination stated will be made within _____ days after the receipt of the order. CASH DISCOUNT ALLOWED _____% 20 days.

Bid respectfully Submitted By: _____

Type/Print Name: _____

Title: _____

Telephone Number: _____

Business Address : _____

(1) If an individual doing Business as _____

(2) If a Partnership _____
(Member of firm)

(Member of firm)

(3) If a Corporation _____
(Name of Corporation)

(Officer) _____ (Title)

ATEST: _____ (Witness)

DATE: _____

**5.2. Town of North Hempstead
Non-Collusive Bidding Certification**



By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a 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 or with any other 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.

Contractor's Signature

Date

Name of Business

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Department of Admin Services- Division of Purchasing

220 Plandome Road, P.O. Box 3000
Manhasset, N.Y. 11030

5.3. INSURANCE CERTIFICATE

The following insurance currently exists on behalf of

(Name and Address of Insured Contractor/Vendor):

Bid Description: _____

(1) Worker's Compensation:

Insurance Carrier: _____

Policy Number(s): _____

(2) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the **Town of North Hempstead** has been added as additional insured, and Automobile Liability:

(a) \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: _____

Policy Number(s): _____

(b) Contractual coverage defending, indemnifying and holding harmless both the Town of North Hempstead, and its employees, agents and representatives from any and all loss and/or damage arising out of the performance of the above contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (or its employees, agents and representatives).

Insurance Carrier:

Policy Number(s):

(c) workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); and

(d) disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 (2).

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- (3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.
- (4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead
Town Attorney's Office
220 Plandome Road
P.O.B. 3000
Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

DATED: _____

Please make the bid # and name as indicated

As reference (i.e **TNH065-2015**)

Certificates without a reference will not be accepted.