

TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
SINGLE STREAM RECYCLING SERVICES

RFP: 5947

DUE: MAY 30, 2012 AT 3:00 PM

**GENERAL INSTRUCTIONS**

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed Proposals for the processing of the Town's Single Stream Recycling, from qualified firms (hereinafter referred to as contractor, proposer, or firm) through JUNE 30, 2013.

**1. PREPARATION OF PROPOSALS**

Proposals shall be submitted by using ONLY the enclosed PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and two (2) EXACT COPIES. Proposals shall be submitted in a clear, concise and legible manner to permit proper evaluation. Failure to use the attached PROPOSAL FORM may result in disqualification of a response.

Firms may also submit, under separate cover with their response, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.

Please be advised that an individual authorized to contractually bind your organization with regard to price and related contractual issues must sign your Proposal.

**2. PROPOSAL SUBMISSION**

All responses are to be submitted in a sealed envelope addressed as follows:

Town of Trumbull - Purchasing Department  
RFP: 5947            DUE: MAY 30, 2012  
Purchasing Agent  
Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

**3. PROPOSAL TIME**

All responses shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. A respondent may withdraw a Proposal at any time prior to the above scheduled date and time. Any Proposal received after the above scheduled date and time shall not be considered or opened.

**4. TOWN OPTIONS**

The Town of Trumbull reserves the right to reject any and all Proposals and does not bind itself to accept the lowest priced Proposal or any Proposal. The Town reserves the right to ask for new Proposals in whole or in part, or to reject any or all Proposals, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.

If a Proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the Proposal otherwise it will be presumed that the Proposal is in accordance with this request.

**5. INSURANCE**

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

- Worker's Compensation
- Contractor's Public Liability and Property Damage

➤ Automobile Insurance

General Liability	Each Person	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$1,000,000	\$5,000,000
Property Damage Liability		\$1,000,000	\$5,000,000
Personal Injury Liability		\$1,000,000	\$5,000,000
<b>Comprehensive Automobile Liability</b>			
Bodily Injury	\$1,000,000	\$1,000,000	\$5,000,000
Property Damage		\$1,000,000	\$5,000,000

Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) days prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611.

In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner's Purchasing Department.

6. **PRICING**

- a) Proposals shall be submitted for the following tonnage ranges:
  - 2,500 – 5,000 tons; 5,000 – 10,000; 10,000 – 15,000 tons
- b) All proposed prices quoted are to be firm for a period of one year following opening.
- c) Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost saving opportunities.
- d) The duration of the engagement for this requirement shall run through June 30, 2013 and may be renewed for five (5) additional years at the proposed (option) price stated on the Proposal form by giving the service provider at least ninety (90) days written notice and upon mutual agreement of both parties.
- e) The Town may cancel an agreement at any time as a result of a material breach by the service provider with seven (7) days written notice prior to the termination date.

7. **TAXES**

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in Proposal prices. A Town Tax Exemption Certificate shall be furnished upon request.

8. **INQUIRIES**

All inquiries regarding this request shall be answered up to the close of business on May 25, 2012, after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all respondents will be made available in writing or by fax as appropriate to all respondents. Inquiries of a technical nature may be directed to Ms. Roberta Bennett (203 452-5056); [rbennett@trumbull-ct.gov](mailto:rbennett@trumbull-ct.gov); all other questions may be directed to Mr. Robert J. Chimini, Purchasing Agent (203-452-5042) [rchimini@trumbull-ct.gov](mailto:rchimini@trumbull-ct.gov).

Additionally, after Proposals are received, the Town reserves the right to communicate with any or all of the respondents to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any respondent at any time after Proposals are opened.

9. **AWARD AND AUTHORITY**

The Town Purchasing Agent will issue notification of award in writing by correspondence or Purchase order. All specifications, requirements, terms and conditions of this request shall become part of that Purchase Order.

10. **ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any assignment or subcontracting by the selected contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with the requirements associated with this request shall not be permitted without the prior express written consent of the Town of Trumbull. Failure to do so may result in an immediate termination of any agreement.

11. **HOLD HARMLESS CLAUSE**

Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

12. **WORK REGULATIONS AND STANDARDS**

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current EPA, DEEP, and Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) The selected firm (if owner operated) shall supply competent, faithful, skilled and experienced and fully trained and state licensed operators to perform the required work. If at any time a Town Public Works Official (or their designee) shall notify the contractor that an assigned operator is apparently incompetent or unfaithful, such operator shall be discharged promptly and shall not be employed again for any assignments from the Town.
- c) All machines provided by the selected firm must be capable of safe, efficient, reliable operation. All firms shall have and make available additional equipment on an as needed basis in order to properly complete the assigned task. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to commencement of service.
- d) Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

13. **PERFORMANCE GUARANTEE AND TERMINATION**

- a) The selected contractor shall guarantee to the Town the full and prompt and payment and performance of all obligations. Failure to do so may result in termination by the Town.
- b) The type of service requested is essential for the day-to-day operation of Town and Time is of the Essence. The Contractor shall perform this service consistent with good professional practice. In the event of unacceptable performance the Town may terminate any contract award.

14. **PERMITS**

Contractors shall obtain all necessary and required permits, if any, to comply with federal, state and local regulations, at their own expense.

15. **CONFLICT OF INTEREST**

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

16. **NON-COLLUSION**

In submitting a Proposal, the proposer declares that the Proposal is made without any connection with any persons making another Proposal or the same contract; that the Proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits thereof

17. **ADENDUMS**

It is the responsibility of the proposer to verify prior to final submittal of a proposal if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website [www.trumbull-ct.gov](http://www.trumbull-ct.gov) under the Purchasing Department's section. Firms may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

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**PROPOSAL FORM**

**THE UNDERSIGNED AFFIRMS AND DECLARES** that this Proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate Proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request. Rates are proposed as follows:

Proposed per ton revenue shall be based on per ton mixed single stream recyclables.

	Town's Per Ton Revenue Through June 30, 2013 Tonnage Range: 2,500-5,000	Town's Per Ton Revenue Through June 30, 2013 Tonnage Range: 5,000-10,000	Town's Per Ton Revenue Through June 30, 2013 Tonnage Range: 10,000-15,000
Proposed to Process Single Stream Recycling to Contractor Facility	\$ _____/Ton	\$ _____/Ton	\$ _____/Ton
<b>OPTION</b>	Town's Per Ton Revenue Through June 30, 2018 Tonnage Range: 2,500-5,000	Town's Per Ton Revenue Through June 30, 2018 Tonnage Range: 5,000-10,000	Town's Per Ton Revenue Through June 30, 2018 Tonnage Range: 10,000-15,000
Proposed to Process Single Stream Recycling to Contractor Facility	\$ _____/Ton	\$ _____/Ton	\$ _____/Ton

Location of Contractor Facility: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Licensed by the DEP: \_\_\_\_\_(date)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

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**QUALIFICATIONS**

The information requested below must be supplied with this Proposal. Please answer all the questions. Attach a financial statement or other supportive documentation if desired.

1. Number of Years in Business \_\_\_\_\_
2. Number of Personnel Employed (full time) \_\_\_\_\_ (part time) \_\_\_\_\_
3. For this project, would this be done entirely by contractor \_\_\_\_\_
4. Has your firm ever been *unable* to complete any work awarded? If so, date, when, where, and why: \_\_\_\_\_
5. Attach a list of major projects your organization has in process, giving the name of the project, owner, contract amount, percent complete, and scheduled completion date – ATTACH TO RESPONSE FORM
6. List major projects your organization has completed, giving the name of project, owner, contract amount, and completion date \_\_\_\_\_  
\_\_\_\_\_
7. List any previous municipal experiences (See References Attached)  
\_\_\_\_\_
8. List type of communication equipment your office & crews use:

a) A.	Answering Service	Yes _____	No _____
b) B.	Beeper Service	Yes _____	No _____
c) C.	Radio Control	Yes _____	No _____
d) D.	Cellular Phones	Yes _____	No _____
e) E.	Other	List _____	

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By (Signature)

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QUALIFICATIONS (Continued)

CONTRACTOR INFORMATION SUMMARY

*Complete/Describe In Detail – Attach Additional Sheets If Required*

Name of Company: \_\_\_\_\_

REFERENCES

*(To be submitted with proposal – attach additional pages as necessary)*

List references for similar services provided for at least five (5) clients in the past five (5) years. PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

**CLIENT 1:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 2:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 3:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 4:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 5:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_