

NAUGATUCK, CONNECTICUT

Contract No. 21-16

Hauling & Recycling

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works**



INVITATION TO BID

Borough of Naugatuck
Contract 21-16
Recycling & Hauling (Bulk Trash, Metal, Single Stream, Etc.)

The Borough of Naugatuck seeks Bids for Hauling & Recycling Services for the period of July 1, 2021 thru June 30, 2022.

Bids must be received on or before **Monday May 24, 2021 at 11:00 a.m.** Bids/RFQ's will be opened at the Borough of Naugatuck, Town Hall, Purchasing Office (located in the basement), 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Time: May 24, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94217690108?pwd=SkV1NUdVdm5UdUZpS08rUXY5TzBkdz09>

Meeting ID: 942 1769 0108

Passcode: 292143

Dial by your location

+1 646 518 9805 US (New York)

Find your local number: <https://zoom.us/u/aefjt81lf9>

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

60 - 1.4 - Equal opportunity clause:

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Recycling & Hauling (Bulk Trash, Metal, Single Stream, Etc.)

1. Description of Work, for the time period beginning July 2021 through July 2022, inclusive.

- Tub Grinding of clean wood, brush, small trees onsite at Naugatuck Heights & Transfer Station, Leaves, Hauling and Recycling.
- Transportation of recyclables and materials from the Naugatuck Recycling Drop-Off Center, 34 Andrew Avenue, Materials include: Single Stream (Newspaper, Mixed Paper, Cardboard, Cans, Glass, Plastic, and Paperboard Containers), Leaves, Tires, Brush, Freon Removal & Legal Disposal, Motor Oil, Antifreeze, and Oil Filter Recycling, Used Cooking Oil and Grease Recycling, Automotive Battery Recycling, Electronics, Fluorescent Bulbs, Alkaline and Rechargeable Batteries, and Propane Tanks.
- Annual cleaning and periodic entry at of oil / water separators at multiple locations in town of oil / water separators.
- Hauling of Bulk Trash & Metal Dumpsters

2. The Borough of Naugatuck Recycling Drop-Off Center is currently open Thursday & Saturday all year round & Tuesday from April-September. Hauler must haul containers Friday that are called in Thursday afternoon in addition, all bulk and metal container requirements of the Borough shall apply to this bid document, including building demolition, regardless of container location within town boundary limits and bid price shall be extended to include these situations as requested.

3. All refrigerators, freezers and air conditioners shall have the Freon removed prior to actual loading into scrap metal containers. Legal disposal of all capacitors shall be the sole responsibility of the successful bidders.

4. Termination of Contract

If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, his obligations under this document, and the Borough wishes to terminate this contract it must give the vendor 30 days notice of termination. If the vendor wishes to withdraw services, there must be 30 days notice to the Borough.

5. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. The Bidder shall sign his Proposal correctly. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Bids will be accepted until 11:00 am May 24, 2021. All bids must be submitted and enclosed in envelopes (outer and inner) both of which shall be sealed. The following should be printed on each envelope: **"Name of the Bidder, Bid Title, Bid Number, Closing Date & Closing Time"**.

Bids should be mailed or delivered to:

Purchasing Office, Town Hall
Borough of Naugatuck
229 Church Street
Naugatuck, CT 06770

Late submissions will not be accepted.

6. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

7. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed back to the vendor/contractor unopened.

8. Sales Tax

The Borough of Naugatuck is exempt from sales tax and will furnish the successful Bidder a sales tax exemption number.

9. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Borough.

10. Insurance Agreement (see next page)

BOROUGH OF NAUGATUCK: INSURANCE AGREEMENT

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation*: The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement'.
- B. *Commercial General Liability Insurance*: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck as an additional insured on an ongoing basis. In addition,
 - Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
 - Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
 - Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.
 - Such policy shall include coverage for the Contractor's sub-contractors, or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.
- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary

and non-contributory basis.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

This document must be signed by an owner, officer, or a duly authorized agent for the company.

Signed by Contractor: _____

Date: _____

Printed Name of Contractor: _____

Title: _____

Address of Contractor: _____

Signed by *Borough of Naugatuck*: _____

Date: _____

Printed Name of *Borough of Naugatuck*: _____

Title: _____

SECTION B

PROPOSAL

Borough of Naugatuck

Contract No. 21-16 Recycling & Hauling

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment and to do all work specified in the Contract, in the manner and time therein prescribed.

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

Contract No. 21-16 Recycling and Hauling Services

Borough of Naugatuck

PROPOSAL FORM

The Borough Naugatuck requests that sealed bids be submitted for:

Hauling services and legal recycling and disposal of materials from the Naugatuck Recycling Center, 34 Andrew Ave.

The items are:

1. Single Stream Recyclables (Newspaper, Magazines, Mixed Paper, Cardboard, Cans, Glass, Plastic, and Paperboard Containers).
2. Tires
3. Freon Removal & Legal Disposal
4. Motor Oil, Antifreeze, and Oil Filter Recycling
5. Used Cooking Oil and Grease Recycling
6. Automotive Battery Recycling
7. Propane Tanks
8. Electronics, Fluorescent Bulbs, Rechargeable and Alkaline Batteries
9. Bulk Trash
10. Metal

Hauling services and legal recycling and disposal of materials from the Naugatuck Transfer Station, 34 Andrew Ave..

1. Leaf Hauling (in 100 yd open containers) and/or Composting
2. Brush and Clean Wood Tub Grinding

Oil / Water separator cleaning:

1. Normal cleaning of oil / water separators at multiple locations in the Borough
2. Cleaning and entry of oil / water separators at multiple locations in the Borough

Bid Submittal

Vendor/Contractor shall submit the following items and information:

- a. Company History, years in business.
- b. Certificate of Insurance.
- c. Other services the company provides that may impact the services provided to the town.
- d. It is required that bidding company be located within the State of Connecticut.
- e. Certificate of Non-Collusion Form.
- f. Signed Insurance agreement.
- g. Vendor Registration form.
- h. Signed W-9.
- i. Copy of Company Business License as well as individual licenses(if applicable).

Purchasing & Invoicing

All goods and services pertaining to the SOW in this bid document shall commence with the vendors receipt of a **Purchase Order** from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered as follows:

Mailed: Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

Vendors may submit bids on an individual category, multiple, or all categories. Please submit only completed bid sheets you are responding to. On individual bid sheets where you are not entering a bid write “no bid” on bid items where no services are offered.

Please include all transportation, tip fees, and dumpster rental costs (except where rental is indicated as unnecessary). Bids should only include tip fees where noted. The enclosed sheets contain details on the number of hauls for each item throughout the last calendar year, the size of the dumpster, where the material will be hauled to and from, and whether or not we will need a rental container from your company.

Weights slips and material destination must be included in vendor’s monthly invoices. Successful vendors shall be solely responsible for the transport of all containers and legal recycling or disposal of all materials with the Borough of Naugatuck held harmless.

Bid item quantities for unit price bid items are not guaranteed. Final payment will be based on actual quantities.

Please direct questions to: Sandra Lucas-Ribeiro
Naugatuck Recycling Coordinator
246 Rubber Ave.
(203) 720-7071 phone
(203) 720-5680 fax
slucas@naugatuck-ct.gov

Complete hauling cost, add comments as needed, and return with Contract No. 21-16

Hauling from the Naugatuck Recycling Center July 2021 thru June 2022

34 Andrew Avenue

Item	Hauled to:	Size & Rental needed?	Special conditions	Cost of haul	Rebate	Comments
Single Stream	MIRA Watertown, CT	30 yd. Compactor	Haul only No rental needed No tip fee			
Single Stream	MIRA Watertown, CT	30 yd. box Rental Needed	Haul only Rental needed No tip fee			
Tires	To a location chosen by the hauler.	40 yd. Closed box Rental needed	Include rental & tip fee			
Propane Tanks	To a location chosen by the vendor.	Dumpster Needed				
Leaves	DEEP Accepted location	100 yd. trailer No rental	Vendor will be notified to schedule			

Name of Hauler

Phone & Email

Address

Contact Name

Town & State

Contact Signature

Complete hauling cost/rebate, add comments as needed, and return with Contract No. 21-16

Hauling from the Naugatuck Recycling Center July 2021 thru June 2022

34 Andrew Avenue

Item	Hauled To?	Container Size	Special conditions	Cost	Rebate	Comments
Motor Oil	To a location chosen by the hauler.	500 gallon tank	Oil containers at other locations in Borough may be included			
Antifreeze	To a location chosen by the hauler.	2 – 55 gallon drums, vendor supplied				
Oil Filters (uncrushed)	To a location chosen by the hauler.	2 – 55 gallon drums, vendor supplied				
Freon	To a location chosen by the vendor.	No container needed. Units left for recycling by Borough	Removed from Refrigerators, Air Conditioners, Dehumidifiers			
Used Cooking Oil & Grease	To a location chosen by the vendor.	1 – 55 gallon drum, vendor supplied				
Bulk Trash	To location chosen By Vendor	40 yd. Dumpster	Include Rental of 5- 40 yd. Dumpsters			

Name of Hauler	Phone & Email
Address	Contact Name
Town & State	Contact Signature

Complete hauling cost, add comments as needed, and return with Contract No. 21-16
Hauling from the Naugatuck Heights July 2021 thru June 2022

34 Andrew Ave. Naugatuck

Item	Hauled To?	Size & Container needed	Special conditions	Cost of haul	Rebate	Comments
Metal Recycling	To location chosen By Vendor	40 yd. Dumpster	Include Rental of 1- 40 yd. Dumpster			
Tub grinding services Brush, small trees, branches	Wood chips left for Borough use.	Bid for 1 full day's work and 1 & 1/2 day's work	Minimum 2 operators on site during grinding			
Regrinding of wood chips.	Double ground wood chips left for Borough use.	Bid for regrinding, hourly rate preferred	Minimum 2 operators on site during grinding			
Annual regular cleaning of oil/water separator	Public Works Police Dept. Fire Dept.					

Name of Hauler

Phone & Email

Address

Contact Name

Town & State

Contact Signature

Electronics - Complete hauling cost, add comments as needed, and return with Contract No. 21-16

Hauling from the Naugatuck Recycling Center July 2021 thru June 2022

34 Andrew Avenue

In 2018 the Borough's municipal electronics program collected 53.15 tons of both CED's and Non-CED's.

Successful company must be a DEEP approved vendor under Public Act No. 07-189. **Preferred Vendor Requirements:** a. NAID certification b. ISO 14001:2004 certification c. R2 certification d. E-Stewards certification.

Vendor must provide enough Gaylord boxes and other containers for expected volume of electronics. Provide open ended 20 ft shipping container to house the Gaylords and electronics. Provide all labor and equipment for loading, pick up and transport of filled containers. Provide same service for all other residential electronics not covered under PA 07-189, e.g. VCRs, DVRs, fax machines, digital cameras, telephones, radios, PDAs, MP3 players, DVD players, stereos, speakers, copiers, computer peripherals, microwaves.

If requested provide same service for municipal and public school (K-12) electronics as for CEDs.

Provide monthly report to municipality containing the following information from Municipal, school electronics, and all other residential electronics: Municipality, Date of each collection, Tonnage of each collection for CEDs and non-CED's

Certifications (Copies/proof will be required from successful vendor)

- _____ CT DEP Certified Electronics Recycler
- _____ NAID certification
- _____ R2 certification
- _____ ISO 14001:2004 certification
- _____ E-steward certification

Prices / Proposed Rebates (Include any other information and pricing/rebate that may be required on attached sheet)

- _____ Transport and recycling of CEDs –per pound
- _____ Transport and recycling of municipal and public school electronics – per pound
- _____ Transport and recycling of non-CED residential electronics – per pound
- _____ Transport and handling of fluorescent light bulbs – per bulb or per foot
- _____ Transport and handling of rechargeable batteries – per pound
- _____ Transport and handling of non-rechargeable batteries – per pound

Name of Hauler	Phone & Email
Address	Contact Name
Town & State	Contact Signature

Contract No. 21-16 Recycling and Hauling Services

Borough of Naugatuck

The undersigned hereby agrees to furnish the Borough of Naugatuck with services as described in Contract No.21-16 Recycling and Hauling Services, meeting the specifications and conditions of the Borough of Naugatuck, as stated in the bid documents.

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Seal
(If bid is by a Corporation)

Firm or Corporation _____

By: _____
(Duly Authorized – please print)

Signature: _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____

Email: _____

SECTION C

Contract No. 21-16 Recycling and Hauling Services

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder Name: _____

Bidder Address: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Printed Name and Title of Person Signing Proposal

Name of Business