

Borough of Naugatuck

Request for Proposals

SINGLE STREAM (SS) RECYCLING DISPOSAL SERVICES

The Borough of Naugatuck (BON) seeks Statements of Proposals from bidders with proven experience in SS Recycling Disposal Services for the period of November 16, 2013 through June 30, 2017, with two (2) potential additional years added. A detailed Request for Proposals package/requirements can be obtained from the Borough's web site

<http://www.naugatuck-ct.gov/content/77/1629/default.aspx>

All firms obtaining information from the web site must submit contact information by e-mail to sbaummer@naugatuck-ct.gov. Contact information must be submitted at least three days in advance of the final acceptance date to be considered.

Proposals will be accepted until 10:00 AM, September 11, 2013. Responses received or postmarked after this date will not be considered.

Borough of Naugatuck

REQUEST FOR PROPOSALS

SINGLE STREAM (SS) RECYCLING DISPOSAL SERVICES

Section 1: General Information and Requirements

1.1 General Information

The Borough of Naugatuck seeks Statements of Proposals and expressions of interest from bidders with proven experience within the state of Connecticut in SS recycling disposal services. SS recycling will be delivered to the chosen bidder by Borough of Naugatuck curbside collection vehicles and private hauler roll-offs vehicles under the direction of the Borough.

SS recycling must include paper (newspaper, junk mail, magazines, catalogs, envelopes), corrugated cardboard, gift boxes, boxboard, paper soda cartons, paper egg cartons, paper bags, office and school papers, phone books, glass jars and bottles, aluminum cans, clean foil, aluminum trays & pie plates, empty tin and steel cans, aerosol cans, aseptic containers, plastic bottles and food containers labeled #1 through #7 (excepting Styrofoam products). Bidders can include additional acceptable materials that can be included in their response.

Bidders are encouraged to include in their response alternative options and contracts of variable lengths if available allowing the Borough the opportunity to select the option that best suits its needs. Bidders offering multiple or alternative solutions will be given consideration and we expect to negotiate terms of the contract as a process of bidder selection.

The Borough's goal in this RFP is to minimize transportation costs to deliver recyclables to the chosen facilities and receive the highest revenues paid while maintaining or advancing our current collection programs. The Borough of Naugatuck is an affirmative action/equal opportunity employer.

1.2 SS Recycling Disposal Contract Length

Year 1: November 16, 2013 to June 30, 2015 (1 year & 7 ½ months to bring contract in line with the fiscal year.)

Year 2: July 1, 2015 to June 30, 2016

Year 3: July 1, 2016 to June 30, 2017

Year 4: July 1, 2017 to June 30, 2018 (Optional year extension agreed upon by both parties)

Year 5: July 1, 2018 to June 30, 2019 (Optional year extension agreed upon by both parties)

1.3 Description of Work

Naugatuck expects to contract with a vendor for SS recycling disposal services for materials collected curbside by the Borough's sanitation crews at one through four unit residential properties and municipal properties. Materials collected at the Municipal Transfer Station will also be delivered by private haulers in 30 or 40 yard roll-offs. If at any time in the future the Borough of Naugatuck privatizes its curbside recycling collection the chosen vendor will be required to accept materials from that private business.

1.4 Questions

All questions and Inquiries shall be directed to:

Sheila Baummer
Recycling & Solid Waste Coordinator
246 Rubber Ave.
Naugatuck CT, 06770
(203) 720-7071
sbaummer@naugatuck-ct.gov

1.5 Submission of Proposals

Proposals will be accepted until 10:00 AM on September 11, 2013. All proposals must be clearly marked on one (1) large envelope entitled: **“Borough of Naugatuck RFP SS Recycling Disposal Services”**

Proposals shall be mailed or delivered to:

Wendy Hozer
Purchasing Agent
229 Church St.
Naugatuck, CT 06770

Late submissions will not be accepted

1.6 Evaluations and Selection Criteria

Bidders will be selected with the following criteria, not listed in an order of importance:

1. Past company experience within the State of Connecticut.
2. Company facility preferred to be within thirty (30) miles of the town’s limits, travel distance and hours and days of operation will be a factor in the decision.
3. Company must have all necessary CT Department of Energy and Environmental Protection permits to operate Transfer Stations / Disposal Facilities for the term of the bid.
4. Bidder must be able to accept SS recycling materials listed under 1.1 General Information.
5. SS recycling tip fee / rebate.
6. Other criteria as determined by the town, weighting criteria will be determined by the Borough.
7. Bidder must guarantee the designated Borough materials will be accepted for the duration of the contract providing those materials conform to delivery standards.
8. The Borough reserves the right to negotiate with the successful bidder on the terms of their proposed contract before signing if it is in the best interest of the Borough.

1.7 Borough of Naugatuck's Reservation of Rights

The Borough of Naugatuck reserves the right to waive any informality or to reject any or all Proposals. The Borough 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.

The Borough of Naugatuck reserves the right to reject any or all proposals or to accept any proposals, should it deem it to be in the best interest of the Borough.

1.8 Reimbursement for Costs

It is the responsibility of the respondents to pay for all costs associated with submitting proposals. The Borough of Naugatuck shall not reimburse any costs.

1.9 Insurance Requirements

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough and shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by sub-bidders, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State of CT.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by sub-bidders, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the operations the Bidder performs and also those performed for it by sub-bidders, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or

death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.

E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.10 Signature Requirements

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

1.11 Attachments

- a. Certificate of Non-Collusion Form
- b. Historical Recycling Tonnage Record
- c. Copy of current SS Recycling Disposal Contract

1.12 Equal opportunity clause.

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 vendor agrees as follows:

(1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor 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 vendor 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 vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The vendor 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 vendor'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 vendor 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 vendor 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 vendor'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 vendor 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 vendor 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 subvendor or bidder. The vendor 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 vendor becomes involved in, or is threatened with, litigation with a subvendor or bidder as a result of such direction, the vendor may request the United States to enter into such litigation to protect the interests of the United States.

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Section 2: Proposals Submission

2.1 Statement of Interest

Bidders shall submit a one page maximum cover letter/letter of interest.

2.2 General Information to Be Included

Bidders must submit the following items and information:

- a. Company history, years in business, facility owner, name, address and contact information, if different from bidder. Also include all copies of all applicable licenses and certifications.
- b. Location and address of proposed disposal facility including Primary Facility, Transfer Stations and Interim Disposal Facilities if appropriate. It is preferred that the bidder's designated facilities for material delivery be located within thirty (30) miles of the Borough's limits.
- c. Description of facilities and equipment to be used. Bidders who are proposing an Interim Disposal Facility must further provide a detailed schedule, showing dates and progress milestones for developing, permitting, expanding, and opening the proposed Disposal Facility and transitioning from the Interim Disposal Facility to the Proposed Disposal Facility.
- d. The permitted capacity of the facility, the amount committed, and the available capacity YTD.
- e. Description of tests / inspections to be performed on incoming loads, description, and frequency.
- f. Provide a list and description of past and current enforcement cases against the Acceptance Facility, including warning letters, notices of violation, consent orders or other environmental investigations.
- d. Provide a list of past, current or threatened claims or lawsuits based on or related to pollution or contamination associated with the past or present activities at the Facility.
- e. Cost of disposal: ***The Borough of Naugatuck understands the difficulties in predicting rebate pricing beyond several years into the future, this RFP requires a stated rebate for the first period through June 30, 2015.*** (The first time period of 1 year and 7 ½ months will bring the contract in tune with the Borough's fiscal year.) If bidders cannot offer absolute rebates for the time periods July 1, 2015 through June 30, 2017 and 2 optional additional years they are required to include an estimated rebate and the formula or method that will be used to achieve that rebate. Bidders can choose to submit an additional contract proposal for various lengths of years.
- f. List the types of SS recycling materials accepted and if there are any restrictions (i.e., particle size limits, incidental wastes, etc.), and any penalties associated with restricted items, unacceptable loads, etc. Indicate additional items accepted beyond those listed in 1.1.

2.3 Experience and References

- a. The bidder shall provide the experience it has had with the Borough of Naugatuck, State of Connecticut, or other municipalities and companies within Connecticut.
- b. The bidder shall provide a list of references.

2.4 Tip Fee and or Rebate

Bidders should include a proposed rebate and / or tip fee for each contract year. The Borough of Naugatuck anticipates receiving definitive bids through June 30, 2015 then if necessary bidder should give a formula or method to determine the tip fee / rebate for the remaining years. Please indicate if the figure is an estimate. An outline for the proposed contract structure and length is listed below.

Bidders can submit additional proposals of varied length for consideration.

Rebate / Tip Fee

Year 1: November 16, 2013 to June 30, 2015 (1 year and 7 ½ months to bring contract in line with the fiscal year.)

Rebate / Tip Fee (Estimate if necessary and show formula)

Year 2: July 1, 2015 to June 30, 2016 _____

Year 3: July 1, 2016 to June 30, 2017 _____

Year 4: July 1, 2017 to June 30, 2018 (Optional year extension agreed upon by both parties)

Year 5: July 1, 2018 to June 30, 2019 (Optional year extension agreed upon by both parties)

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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

Signature

Printed Name of Person Signing Proposal

Date

Name and address of Business

Attachment a: Certificate of Non-Collusion

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 of Person Signing Proposal

Name of Business

Address of business

Attachment b: Historical Recycling Tonnage Record

Borough of Naugatuck Recycling Tonnage Record

Month	CY 2006	CY 2007	CY 2008	CY 2009	CY 2010	CY 2011	CY 2012	CY 2013
	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle
Jan	126.43	120	128.45	123.81	122.73	130.67	151.97	190.01
Feb	99.77	100.39	114.76	106.5	97	125.43	126.74	136.55
March	120.57	116.86	118.15	110.61	127.13	146.21	135.47	159.64
April	104.3	117.82	127.67	115.55	114.82	132.1	137.9 [^]	182.3
May	125.7	124.91	123.75	109.48	108.94	145.79	165.6	187.21
June	125.03	120.26	119.98	115.21	117.55	159.93	152.46	167.24
July	110.79	113.47	121.63	118.61	109.92	134.26	143.33	179.84
Aug	126.45	112.99	117.36	94.44	97.85	144.26	162.67 ^{>>}	
Sept	119.71	94.86	123.44	113.97	110.74	143.19	146	
Oct	119.64	122.5	122.15	104.09	107.9	133.49 ^{##}	173.64	
Nov	127.85	134.47	111.82	103.47	130.14 ^{**}	165.19	198.49	
Dec	127.18	128.45	145.18	134.07	179.15	176.14	178.58	
Totals	1,433.42	1,406.98	1,474.34	1,349.81	1,114.58	1,395.33	1,872.85	

Until November 2010 all trash was collected from households using manual rear-loaders and recycling using 18 gallon bins. Tonnage is for Borough of Naugatuck collections and does not include private haulers collection of condominiums, apartments, and businesses.

****** Automated collection started 11-8-10 in 45% of town Automated

350 sets of carts distributed to Ridge (5% of town) Oct 2011. 50% Automated

^^ Garnet recycling carts delivered to two non-automated routes April 2012

>> Final cart distribution Aug 2012, Naugatuck 100% Automated

The above information is meant to assist bidders in estimating the amount of materials that the Borough might deliver and is not a guarantee of quantities.

Attachment c: Copy of Current SS Recycling Disposal Contract

AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 2012 by and between the **BOROUGH OF NAUGATUCK** (hereinafter referred to as the "**BOROUGH**"), 229 Church Street, Naugatuck, Connecticut, 06770, duly authorized, and **WINTERS BROS. WASTE SYSTEMS OF CT, LLC** (herein referred to as "**WINTERS**") a company qualified to do business in the State of Connecticut and having its office located at 307 White St. Danbury, Connecticut, 06810 the recent Purchaser and Assignee of various realty, equipment and contractual assets and interests of **UNITED RECYCLING OF SHELTON, LLC** (hereinafter referred to as "**UNITED RECYCLING**"), a company qualified to do business in Connecticut and having its office located at 90 Oliver Terrace, Shelton, Connecticut, 06484:

WHEREAS, the **BOROUGH** wishes to process the Borough of Naugatuck's single stream recyclables and deliver to **WINTERS'** processing center located at 90 Oliver Terrace, Shelton, Connecticut pursuant to the Borough of Naugatuck's "Request for Proposed Single Stream Recycling" dated July 14, 2011 (Exhibit A attached hereto and made a part hereof); and

WHEREAS, **UNITED RECYCLING** has submitted a proposal dated July 27, 2011 (the "Proposal") pursuant to said Request for Proposal to process the Borough of Naugatuck's single stream recyclables at its facility located at 90 Oliver Terrace, Shelton, Connecticut (Exhibit B attached hereto and made a part hereof); and

WHEREAS, in an asset purchase transaction consummated on or about June 29, 2012, **WINTERS** became the owner and/or assignee of substantially all of the assets of **UNITED RECYCLING** (including, without limitation the Shelton, CT single stream recycling facility, all existing facility and operational permits, and all contracts and pending bid submissions), specifically including the instant single stream recyclables Proposal;

NOW, THEREFORE, **BOROUGH** and **WINTERS** for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follow, to wit:

1. The **BOROUGH** hereby engages **WINTERS** and **WINTERS** hereby agrees to process the **BOROUGH's** single stream recycling as detailed in the **BOROUGH's** Request for Proposal dated July 14, 2011, and the Contract Documents attached hereto and made a part hereof.

2. In performing the services required under this Agreement, **WINTERS** shall conform to all applicable provisions of Federal, State and local laws and regulations including all environmental matters.
3. **WINTERS** agrees, to the fullest extent permitted by law, to indemnify and hold the **BOROUGH** harmless from any damage, liability or cost to the extent caused by **WINTERS'** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subvendors or anyone for whom **WINTERS** is legally liable. **WINTERS** is not obligated to indemnify the **BOROUGH** in any manner whatsoever for the **BOROUGH's** own negligence or that of its employees, agents, subvendors and/or vendors (other than **WINTERS**). The provisions of this paragraph shall survive the expiration or termination of this Agreement and in no way be limited by reason of any insurance coverage.
4. The **BOROUGH** agrees, to the fullest extent permitted by law, to indemnify and hold **WINTERS** harmless from any damage, liability or cost to the extent caused by the **BOROUGH's** negligent acts, errors or omissions in the performance of this Agreement or anyone for whom the **BOROUGH** is legally liable. The **BOROUGH** is not obligated to indemnify **WINTERS** in any manner whatsoever for **WINTERS'** own negligence or that of its employees, agents, subvendors and/or vendors. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage.
5. **WINTERS** shall provide the **BOROUGH** with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the **BOROUGH** as an additional insured if the **BOROUGH** so requires. All insurance shall be taken out and maintained at no cost or expense to the Borough and **WINTERS** shall be responsible for the full amount of any deductible.
6. In providing the services required under this Agreement, **WINTERS** shall meet with **BOROUGH** officials/representatives as often as reasonably necessary and shall be available upon request.
7. **WINTERS** shall pay to the **BOROUGH** those sums as identified on the Proposal Form and Addendum. The rebate price for the contract period will be \$16.50 per ton (1 ton = 2,000 pounds)
8. The term of this Contract shall be for one (1) year commencing on November 16, 2012 and terminating on November 15, 2013 (with three (3) consecutive one-year renewals valid upon approval of the Borough of Naugatuck Board of Mayor and Burgesses. Rebate price per ton can be adjusted for each renewed contract by agreement of both parties).
9. The **BOROUGH** agrees to deliver its single stream recycling to **WINTERS** at 90 Oliver Terrace, Shelton, Connecticut. The **BOROUGH** agrees that if any non-single stream recyclable delivered to **WINTERS**, the **BOROUGH** shall be responsible for its removal. If the **BOROUGH** fails to promptly remove same after notification and request by **WINTERS**, **WINTERS** shall remove same in accordance with all laws and regulations and shall be entitled to deduct said cost from any amount owed the **BOROUGH** from **WINTERS**.

10. The terms and conditions set forth in the Borough of Naugatuck's Request for Proposal General Instructions are hereby incorporated herein and made a part hereof.
11. Any and all terms, conditions or obligations of the Borough of Naugatuck, as set forth in this Agreement, attachments or any other agreement, verbal or otherwise, shall be contingent upon obtaining proper authority for funding from the Borough Board of Finance and/or Board of Mayor and Burgesses and any other individual or board as required by the Charter of the Borough of Naugatuck.
12. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the **BOROUGH** and **WINTERS** agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party prior to either party initiating litigation to resolve the dispute.
13. The **BOROUGH** and **WINTERS** each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. Neither the **BOROUGH** nor **WINTERS** shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
14. This Agreement represents the entire integrated Agreement between the **BOROUGH** and **WINTERS** and supersedes all prior negotiations, representations or Agreements either written or oral. This Agreement may be amended only by written instrument signed by both **BOROUGH** and **WINTERS**.
15. Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against the **BOROUGH** or **WINTERS**.
16. This Agreement may be terminated by either party upon ten (10) days' written notice and the passage of a sixty (60) day "cure" period in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, **WINTERS** will pay all rebates rendered and due and owing in accordance with this Agreement to the date of termination.
17. In performing **WINTERS'** services, **WINTERS** will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality.
18. This Agreement shall be interpreted under the laws of the State of Connecticut.