

Borough of Naugatuck

Request for Proposals

MUNICIPAL SOLID WASTE (MSW) DISPOSAL AND SINGLE STREAM (SS) RECYCLING SERVICES

The Borough of Naugatuck (BON) seeks Statements of Proposals from Vendors with proven expertise in MSW Disposal and SS Recycling Services for the period of November 16, 2012 thru June 30, 2018. 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 three days in advance of the final acceptance date to be considered.

Proposals will be accepted until 11:00 AM July 27, 2011. Responses received or postmarked after this date will not be considered.

Borough of Naugatuck

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MUNICIPAL SOLID WASTE (MSW) DISPOSAL AND SINGLE STREAM (SS) RECYCLING SERVICES

Section 1: General Information and Requirements

1.1 General Information

The Borough of Naugatuck seeks Statements of Proposals and expressions of interest from vendors with proven experience within the state of Connecticut in MSW disposal and SS recycling services. MSW shall include household refuse, vendor must list exclusions on response page.

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, glass jars and bottles, aluminum cans, clean foil, aluminum trays & pie plates, empty tin and steel cans, aerosol cans, plastic bottles and food containers labeled #1 through #7 (excepting Styrofoam products). Additional acceptable materials can be included on response page.

Vendors are encouraged to include in their response multiple options and contracts of variable lengths if available allowing the Borough will have the opportunity to select the option that best suits it's needs. Vendors offering multiple solutions to the Borough's disposal needs for MSW and SS Recycling will be given consideration and expect to negotiate terms of the contract as a process of vendor selection.

The Borough of Naugatuck is an affirmative action/equal opportunity employer.

1.2 Description of Work

Naugatuck expects to hire a vendor(s) for MSW disposal and SS recycling services for materials collected by the Borough's sanitation crews at one through four unit residential properties, municipal properties, and at the Municipal Transfer Station (delivered by private haulers in 30 or 40 yard roll-offs). Vendors may bid on either and/or both services and the Borough of Naugatuck may select the same or different vendors for the two waste streams.

The Borough will not reimburse the vendors a tip fee for materials brought for disposal or recycling by private contractors collecting at businesses or greater than four units residential properties. Vendors must indicate on bid response sheet whether the Borough is required to enforce flow control on those private accounts.

The current contract between Mid-CT Project CRRRA and the Borough expires on November 15, 2012, we are seeking competitive costs, meaning the lowest price for managing refuse and the highest revenues paid for recyclables. Our goal is to minimize transportation costs to deliver waste and recyclables to facilities, while maintaining or advancing our current collection programs.

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1.3 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

Questions must be submitted 1 week prior to receipt date.

1.4 Submission of Proposals

Proposals will be accepted until 11:00 am on July 27, 2011. All proposals must be clearly marked on one (1) large envelope entitled: **“Borough of Naugatuck RFP in MSW Disposal and SS Recycling Services”**

Proposals shall be directed to:

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

Late submissions will not be accepted

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1.6 Evaluations and Proposals

Vendors will be selected with the following criteria:

1. Past company experience within the State of Connecticut.
2. Company must 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 Environmental Protection permits to operate Transfer Stations / Disposal Facilities for the term of the bid.
4. Vendor must be able to accept the MSW and / or SS recycling materials listed under 1.1 General Information (currently accepted at CRRA's Mid-CT project)
5. MSW tip fee and SS recycling tip fee / rebate.
6. Other criteria as determined by the town.
7. Vendor must guarantee the designated Borough materials will be accepted for the duration of the contract providing they conform to delivery standards.
8. Weighting criteria will be determined by the Borough.
9. The Borough expects and reserves the right to negotiate with the successful vendor 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 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.

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 of Naugatuck 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 of Naugatuck 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 subvendors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State of Connecticut.

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 subvendors, 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, used in connection with the project, 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 project operations the Bidder performs and also those performed for it by subvendors, 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 record of MSW and Recycling tonnage. Note: Automated collection implemented in November 2010 over 45% of the Borough, including both MSW and Single Stream recycling. Currently tentative budgeting is expected for 350 additional households to be automated in 2011. The balance of homes will be automated as the Borough budget allows after 2011.

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 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 2: Proposals Submission

2.1 Statement of Interest

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

2.2 General Information to Be Included

Vendors must submit the following items and information:

- a. Company history, years in business, facility owner, name, address and contact information, if different from vendor. Copies of all applicable licenses and certifications.
- b. Location and address of proposed disposal facility including Primary Facility, Transfer Stations and Interim Disposal Facilities and if there is a conversion or incineration facility in vendor's proposed disposal solution, indicate the ash disposal facility. It is required that bidding vendor's designated facilities for material delivery be located within thirty (30) miles of the Borough's limits.
- c. Description of facilities (transfer station, waste-to energy, landfill, etc.) and equipment to be used. Vendors 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 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 disposal pricing several years into the future, therefore this RFP does not require vendors to provide absolute pricing and or tip fees for the disposal of MSW and SS Recycling.*** However, vendors are required to include an anticipated cost and rebate schedule for acceptable materials for all the years of the proposed contracts. Vendors can submit more than one contract proposal for various length in years. Estimates based on yearly projections are preferred and a first year adjustment to bring the contract length in line with the fiscal year will be necessary.

f. Indicate the types of wastes allowed to be disposed at the Acceptance Facility for both MSW and SS recycling, any restrictions (i.e., particle size limits, bulky material characteristics, incidental wastes, etc.), and any penalties associated with restricted items, unacceptable loads, etc.

2.3 Experience and References

a. The vendor shall provide the experience the vendor has with the Borough of Naugatuck, State of Connecticut, or other municipalities and companies within Connecticut.

b. The contractor shall provide a list of references.

2.4 Tip Fee and or Rebate

Vendors should attach a proposed tip fee and / or rebate for each contract year. Please indicate if the figure is an estimate. An outline for the proposed contract structure and length is listed below. Vendors are encouraged to submit additional proposals of varied length for consideration.

Year 1: November 16, 2012 to June 30, 2014

Year 2: July 1, 2014 to June 30, 2015

Year 3: July 1, 2015 to June 30, 2016

Year 4: July 1, 2016 to June 30, 2017

Year 5: July 1, 2017 to June 30, 2018

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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

Attachment b: Historical Recycle Tonnage Record – Borough of Naugatuck

Month	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle	Recycle
July	113.83	112.37	113.69	104.68	110.79	113.47	121.63	118.61	109.92
Aug	115.37	130.71	116.24	118.03	126.45	112.99	117.36	94.44	97.85
Sept	117.16	121.71	126.77	119.14	119.71	94.86	123.44	113.97	110.74
Oct	130.18	137.17	115.48	117.43	119.64	122.5	122.15	104.09	107.9
Nov	112.1	115.62	125.96	131.41	127.85	134.47	111.82	103.47	130.14
Dec	125.37	142.01	131.61	125.45	127.18	128.45	145.18	134.07	179.15
Jan	123.65	116	119.01	126.43	120	128.45	123.81	122.73	130.67
Feb	91.38	110.17	110.9	99.77	100.39	114.76	106.5	97	125.43
March	114.39	121.75	120.66	120.57	116.86	118.15	110.61	127.13	146.21
April	125.24	122.55	119.7	104.3	117.82	127.67	115.55	114.82	132.1
May	123.69	118.67	118.83	125.7	124.91	123.75	109.48	108.94	145.79
June	120.41	123.55	122.39	125.03	120.26	119.98	115.21	117.55	159.93
Total Recycle Tons	1,412.77	1,472.28	1,441.24	1,417.94	1,431.86	1,439.50	1,422.74	1,356.82	1,575.83

Tonnage is for Borough of Naugatuck collections and does not include private haulers collection of condominiums, apartments, and businesses.

Attachment b: Historical Refuse Tonnage Record – Borough of Naugatuck

Month	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
	Refuse	Refuse	Refuse	Refuse	Refuse	Refuse	Refuse	Refuse	Refuse
July	816.95	848.53	839.16	810.02	839.19	876.73	871.67	866.21	772.72
Aug	724.42	781.22	831.79	840.64	860.49	864.12	781.33	759.63	743.32
Sept	777.53	851.72	846.2	829.95	810.12	754.98	832	793.79	752.89
Oct	810.08	806.28	755.74	827.79	825.79	844.63	806.59	745.28	730.35
Nov	703.43	734.36	812.05	828.78	851.01	831.29	703.76	733.94	724.99
Dec	762.02	860.15	852.5	809.87	809.7	799.03	854.78	783.46	735.1
Jan	715.66	774.43	762.49	857.72	854.67	823.5	743	717.32	677.3
Feb	541.43	629.46	664.04	666.23	635.83	703.54	640.55	603.41	568.25
March	692.81	789.14	772.45	779.88	767.65	732.3	748.42	794.89	756.94
April	747.15	793.56	806.01	747.39	824.86	796.62	802.68	771.93	712.69
May	784.39	774.81	793.31	865.15	881.47	800.68	785.53	708.17	735.54
June	844.1	870.98	883.48	905.52	862.65	818.41	883.82	808.94	822.19

Total Refuse Tons **8,919.97** **9,514.64** **9,619.22** **9,768.94** **9,823.43** **9,645.83** **9,454.13** **9,086.97** **8,732.28**

Tonnage is for Borough of Naugatuck collections and does not include private haulers collection of condominiums, apartments, and businesses.