



TOWN HALL  
**FINANCE OFFICE**  
275 BROAD STREET  
WINDSOR, CT 06095

## **REQUEST FOR PROPOSALS**

### **RECYCLING CURBSIDE COLLECTION SERVICES**

Sealed Proposals for the project named above will be received **at the Finance Office, Town Hall, Windsor, CT until Monday, May 18, 2009 at 2:00 PM.**

**TOWN OF WINDSOR, CONNECTICUT**

**RFP DOCUMENTS**

**RECYCLING CURBSIDE COLLECTION SERVICES**

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# **TOWN OF WINDSOR**

## **REQUEST FOR PROPOSAL**

**(NOT A BID)**

### **RECYCLING CURBSIDE COLLECTION SERVICES**

Pursuant to the provisions of the Town Charter, sealed Proposals for Recycling Curbside Collection Services will be received at the Finance Office, Town Hall, 275 Broad Street, Windsor, CT 06095 until 2:00 PM, Monday May 18, 2009.

Proposal documents are available at the Finance Office of the Windsor Town Hall or online at [www.townofwindsorct.com/rfp/index.htm](http://www.townofwindsorct.com/rfp/index.htm).

Proposals must be executed in accordance with and subject to instructions contained in the Instructions to Proposers and Special Terms and Conditions.

The Town of Windsor reserves the right to accept or reject any proposal or to waive formalities or informalities, and to negotiate the proposal deemed to be in the best interest of the Town.

The Town of Windsor is an equal opportunity/affirmative action employer.

Finance Director

**TOWN OF WINDSOR  
STANDARD INSTRUCTIONS TO PROPOSERS**

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**RECYCLING CURBSIDE COLLECTION SERVICES**

**1. Proposal Schedule**

Release of RFP: April 27, 2009

Proposal Due Date: May 18, 2009

**2. Obtaining Proposal Documents**

Copies of proposal documents may be obtained from the Finance Office, Town Hall, 275 Broad Street, Windsor, CT.

**3. Sealed Proposals**

Proposals must be submitted in a SEALED envelope, clearly marked with RFP-RECYCLING CURBSIDE COLLECTION SERVICES, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

**4. Responses to Vendor's Questionnaire**

Each proposal submitted must include written responses to the Vendor's Questionnaire that is attached hereto. Responses to the Questionnaire will be considered an integral part of the proposer's proposal.

**5. Number and Submission of Proposals**

Proposers should submit one original and five (5) copies of the proposal. Any proposal that is incomplete or does not follow the prescribed format may not be considered. Proposals may be mailed or delivered in person to the address below to arrive by May 18, 2009, at 2:00 PM. Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened. Postmark dates will not be considered as the basis for meeting any submission deadline.

Town of Windsor  
Finance Office  
Attn: Mark Goossens  
RECYCLING COLLECTION SERVICES  
275 Broad Street  
Windsor, CT 06095

**6. Authorized Signatures**

**The proposal must be signed by an Official who is authorized to sign a contract on the proposer's behalf, including the name, title, address and telephone number of the official.**

**End of Standard Instruction to Proposers**

**TOWN OF WINDSOR  
SPECIAL TERMS & CONDITIONS**

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**RECYCLING CURBSIDE COLLECTION SERVICES**

**1. Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and conform to all RFP instructions and conditions. The Town, at its discretion, may reject in whole or in part any proposal if in its judgment the best interest of the Town will not be served.

**2. Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

**3. Amendment or Cancellation of the RFP**

The Town reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it is deemed to be in the best interest of the Town to do so.

**4. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the Town. The Town, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**5. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide evidence of experience, performance, ability, and/or financial surety that the Town deems to be necessary or appropriate to fully establish the performance capabilities of the proposer.

**6. Proposer Demonstration of Proposed Services and/or Products**

At the discretion of the Town, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the Town and without cost to the Town.

**7. Proposer Misrepresentation or Default**

The Town may reject the proposal and void any agreement resulting from this RFP to a proposer who makes any material misrepresentation in their proposal or other submittal in connection with this RFP.

## **8. Erroneous Award**

The Town reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of the Town shall not constitute a breach of contract on the part of the Town since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the Town and such proposer.

## **9. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the Town.

## **10. Ownership of Proposals**

All proposals shall become the sole property of the Town and will not be returned.

## **11. Validation of Proposals**

The proposals shall be binding commitments which the Town may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with the Town and contractually bind the proposer. The proposal must also include evidence that it has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

## **12. Execution of Contract**

This RFP serves as the instrument through which proposals are solicited.

Once the evaluation of the proposals is completed and a proposer is selected, the selected proposal and this RFP may then serve as the basis for a contract that will be negotiated and executed between the Town and the selected proposer. This RFP and the proposal will be attached to the contract as exhibits.

If, for some reason, the Town and the initial proposer fail to reach consensus on the issues relative to the contract, then the Town may commence contract negotiations with other proposers. The Town may decide at any time to start the RFP process again.

### **13. Oral Agreement or Arrangements**

Any oral agreements or arrangements made by proposers with any Town Officer or employee will be disregarded in any Town proposal evaluation or associated award.

### **14. Independent Price Determinations**

In the proposals, proposers must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- The costs proposed have been arrived at independently, without consultation, communication, or agreement with any other organization or with any competitor;
- Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other organization or to any competitor; and
- No attempt has been made, or will be made, by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

### **15. Ethics Ordinance / Offer of Gratuities**

The proposer warrants, represents, and certifies that no elected or appointed official or employee of the Town has, or will, benefit financially or materially from this procurement. Any contract arising from this RFP may be terminated by the Town if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the proposer's agent(s), representative(s) or employee(s).

No former Town employee in administrative pay grade 3 or above, or no Board of Education employee in a Cabinet level position or above shall work for a private firm who has a contract with the Town within six months after terminating service with the Town. If this occurs, the vendor could be subject to penalties up to and including contract termination.

### **16. Subletting or Assigning of Contract**

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Town. No person, firm or corporation, or other entity, other than the proposer with whom the Town of Windsor has contracted is permitted to commence work on the project unless such consent has been granted.

## **17. Subcontractors**

The Town must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the Town and that the Town may communicate directly with any subcontractor as the Town deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). At the Town of Windsor's request, the successful proposer will promptly provide a performance evaluation of any subcontractor. The successful proposer must provide the majority of services described in the specifications directly to the Town of Windsor.

## **18. Freedom of Information**

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties.

Those particular sentences, paragraphs, pages or sections which a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

## **19. Conformance with Federal, State and Other Requirements**

By executing the contract, the proposer represents and warrants that, at all pertinent and relevant times to the contract, it has been is and will continue to be in full compliance with Federal, State, municipal and all other authorities codes, statutes, acts, ordinances, rules, regulations and the like.

## **20. Termination of Contract and Contractor Liability**

A contract awarded as a result of this RFP may be terminated as follows:

a) By mutual agreement of the contracting parties specifying the terms of termination and the effective date, which shall be no less than 30 days after the date the non-terminating party receives notice by the Town if the successful proposer fails to fulfill

in a timely and proper manner the obligations as set forth in the contract, or if the successful proposer violates any of the covenants, agreements, or stipulations as set forth in the contract. The Town shall thereupon have the right to terminate this contract for good cause by giving written notice to the successful proposer of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, and if progress payments have been made to the successful proposer, all finished or unfinished documents, data, studies, and reports prepared by the successful proposer under this contract will become the property of the Town.

b) By the Town, upon 30 days prior written notice to the successful proposer in whole or in part, when it is in the best interest of the Town to do so. In the event of such termination, the successful proposer will be reasonably compensated, in an amount as determined by the Town after receiving input from and negotiation with the successful proposer, for all work prior to such termination date and accepted by the Town.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the successful proposer, and the Town may withhold any payment to the successful proposer for the purpose of set-off until such time as the exact amount of damages due the Town from the successful proposer is determined.

## **21. Payments Against a Contract Award**

Under no circumstances shall the successful proposer begin to perform under the contract prior to the effective date of the contract. The Town shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified in writing that the contract has been accepted and approved by the Town Manager. In no case, shall a successful proposer bill the Town for amounts in excess of the amount(s) indicated in the final proposal agreed to and accepted by the Town. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

### **End of Special Terms & Conditions**

# TOWN OF WINDSOR Request for Proposal

## RECYCLING CURBSIDE COLLECTION SERVICES

### Overview

### Selection Criteria

A selection committee will review all proposals that comply with submittal requirements. Basis of award and selection criteria include adherence to submittal requirements, experience, references, cost to candidates, and any other value-added services and/or provisions highlighted by each proposer.

### Scope of Services

#### 1. Goals and Purpose

The Town of Windsor provides curbside collection of recyclables to its residents under a program which was initiated in 1991, and is committed to continue this program in order to reduce the flow of waste at the Windsor-Bloomfield Landfill through recycling and waste reduction.

The Town of Windsor (the “Town”) is issuing this Request For Proposals (“RFP”) in order to obtain proposals from contractors interested in assisting the Town by providing recycling services. The purpose of the program is to provide weekly curbside collection and recycling services, and to provide for the separation, processing and marketing of the recovered materials.

#### 2. Experienced Contractors

The Town is interested in selecting contractors who can demonstrate past experience in providing the services comparable to those to be provided under this “RFP”, at programs of comparable scale. Each proposal shall contain as an attachment a summary of comparable work experience during the past five years, and the names, addresses and phone numbers of individuals in responsible positions with such historical customers. In addition, proposers are encouraged to include in their submittal a letter from municipality(s) served, commenting on the quality of service and stating whether the municipal official responsible for administering the program is satisfied with the service.

#### 3. Descriptions of Services To Be Provided

- (a) Units to Be Served: The Town of Windsor wishes to provide curbside recycling services at a minimum to all *structures containing four or less dwelling units*, and, to any other unit which is now receiving curbside recyclables collection.

According to information from the State of Connecticut, there are a total of 9645 such dwelling units in structures containing *one to four units* in Windsor.

The Town wishes to select a contractor who will work in partnership with the Town to increase the level of participation in the recycling program.

Prior to the commencement of service, the Contractor shall provide the Town with a detailed plan of operations, describing the routes to be established, and details with respect to servicing schedules, equipment to be used, and alternate procedures to be followed in case of severe weather or equipment failures. Upon commencement of services, the contractor shall provide services to the units described above on the same day refuse collection is scheduled to occur.

During the term of the agreement, the Town and Contractor shall share information from time-to-time with respect to the number of units, which have been added, or removed from each route. During the course of the contract period, it can be expected that new dwelling units will be constructed and existing dwelling units demolished. It should be understood that upon occupancy the contractor shall be required to collect the recycled material generated from each new eligible unit. For the purpose of this contract the net increase in dwelling units shall mean the actual number of dwelling units for which a Certificate of Occupancy has been issued, and the unit is occupied, minus demolitions during such period. In addition, the Town may supply the Contractor from time-to-time, with flyers and/or notices regarding the recycling program, and the Contractor shall place such information into empty recycling bins in the normal course of providing collection services.

- (b) Frequency of Curbside Services:** Each eligible dwelling unit in the Town shall be served once each week, during Monday through Fridays, except Saturdays may be used during weeks when a holiday occurs.

The Contractor will not make regular collections on the following holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. If these holidays should fall on a Sunday, it shall be considered as being on the Monday following. If any of these holidays either fall or are celebrated on a weekday, then the collection normally scheduled for that day shall be performed the following day, and all subsequent collections during that week, if any, will be one day later.

**(c) Items To Be Recycled**

Shall mean the following materials:;

- A. Fibers: newsprint and inserts, corrugated cardboard, magazines and brochures, chip board products, paperboard (cereal) boxes, copy/computer paper, phone books, junk mail, catalogs, color inserts, white and color paper, school paper, file folders, shredded paper, multi 3-ply paper, envelopes (window OK), hard and soft cover books, file folders and office paper, which may include kraft bags.

- B. Glass, Metal & Plastic Containers; including clear, green & amber glass, "tin" cans, aluminum cans, aluminum foil, aluminum pots and pans, small metals, empty aerosol cans, All plastics #1 through #7, plastic bottles or containers, and aseptic juice and milk containers.

Additional items may be deemed eligible for inclusion in the program at the written approval of the Contractor and the Town. Recyclables are to be commingled by the resident in the recycling container, except that cardboard will be flattened and laid under or on top of the container.

- (d) **Term of Contract:** The initial term of the Agreement shall be for three years (3), commencing on July 1, 2009 and ending on June 30, 2012. The Town may elect to extend the agreement with the contractor prior to the end of the term, for an additional period, and upon such terms and conditions that both parties shall approve.
- (e) **Quality of Service and Convenience to Residents:** The Contractor shall provide services on the same day as residents receive curbside refuse collection services, where such services exist. One week prior to the commencement of the delivery of services, the contractor shall provide the Town with a description of each route to be served, and the scheduled day of the week for service. The schedule shall be a street list or street map or both which indicates on which days the properties on the street are to receive collection and this schedule will agree with the schedule for refuse collection. After a collection pattern has been established on a particular route, written permission shall be obtained from the Town Manager of Windsor (the "Town Manager") prior to substantially changing that pattern; i.e., collection of a dwelling unit which is normally done at 10:00 A.M. may not suddenly be changed to 7:00 A.M.

If the Contractor collects a route on a day not scheduled for that route, he may be deemed to be in violation of the contract and may cause the Town Manager to withhold monthly payment until the Contractor has satisfied the Town Manager that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Town Manager shall be the sole judge as to whether a delay constitutes a violation or not. The Town Manager may cancel collection on any given day for emergency reasons. If the Contractor fails to observe the established schedule for more than two (2) normal working days, and if, in the opinion of the Town Manager, there has not been sufficient inclement weather to justify such lack of observance, the Town shall serve notice either personally or by affixing notice to the Contractor's premises or place of business, that the Contractor is in default and shall take such steps as are necessary to provide service according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of the contract and shall receive no compensation under the contract from the date of notice of the default.

**(f) Violations and Penalties;** The following events are examples of violations: failure to serve each unit on designated days, failure to accomplish collection with as little noise or other nuisance as may be practical, failure to pick up any material scattered during collection, failure to use walks and paths and not cut through shrubbery or hedges or across lawns, failure to maintain all vehicles and operations in compliance with statutory weight limitations and all requirements, including safety, of all State, Local and Federal Laws, and similar occurrences.

Where, in the judgement of the Town Manager (or his designee), the Contractor has been negligent in the performance of this duties, the Town shall deduct fifty (\$50.00) dollars for each violation or incident from the monthly payment which shall be due the Contractor. If the Contractor fails to take corrective action within twenty-four (24) hours on a request for service where the contractor is at fault, the Town shall deduct an additional fifty (\$50.00) dollars, plus labor and equipment costs, should the Town itself take corrective action.

If in any one month, the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident, and where, in the judgment of the Town Manager (or his designee), the Contractor has been negligent, the penalty, after the first violation or incident, shall be fifty (\$50.00) dollars for each violation or incident, and an additional one hundred (\$100.00) dollars, plus labor and equipment costs, if the incident is not corrected within twenty-four (24) hours after the Contractor has been notified.

**(g) Indemnification:** The Contractor shall be responsible for damage to private property arising from the collection operation. The Contractor shall at all times defend, indemnify and hold harmless the Town and it's directors, officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) The Towns or any of its directors, officers, agents, or employees, or (b) Contractor or any of it's directors, officers, employees, agents, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, Subcontractors or material men. Contractor further undertakes to reimburse the Town for damage to its property or properties caused by contractor or any of it's directors, officers, employees, agents, Subcontractors or material men, or by faulty, defective or unsuitable materials or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification.

**(h) Traffic Laws:** The Contractor shall operate collection vehicles in such a manner so as to obey all traffic laws and not impede traffic flow on Town streets. Loaded vehicles are not to be left parked on the streets.

- (i) **Hours of Collection:** Recyclables shall not be collected before 7:00 A.M. and not after 4:00 P.M. The p.m. time limit may be waived in emergencies, or late collection due to inclement weather or on collection days following a holiday.
- (j) **Equipment:** All collection vehicles and equipment including chassis, drive train, hydraulic system and body shall be in good, reliable working condition at the start of the contract and shall be maintained in that condition throughout the term of the contract.
- (k) **Transfer of Contract:** The Contractor shall not transfer, sublet or assign the contract for recycling to any person, firm or corporation or in any way vary the terms of the contract without written permission from the Town Manager. In the event that the Contractor attempts to transfer, sublet or assign this contract to any person, firm, or corporation, including any entity controlled by the Contractor, this Agreement shall terminate at the option of the Town. In the event that funds are not appropriated for the said purpose of this Agreement for any upcoming fiscal period during the term of this Agreement, the Town reserves the right to terminate this Agreement by giving sixty (60) days written notice prior to the beginning of the next fiscal year.
- (l) **Complaints:** The Contractor shall maintain a local calling telephone number or an “800” number and have adequate personnel and equipment available so as to provide service on a “on-call” basis throughout the working day. For complaints and requests for service investigation which are received by the Town, the Town shall promptly forward a record of such complaints to the Contractor. Service investigation forms shall indicate the time request for service investigation was received, the time Contractor was notified, name address and telephone number of person requesting the service investigation and nature of investigation. The Contractor shall investigate each incident, take such corrective action as necessary, leave contract violation notice where applicable, and make a written report to the Town on one (1) copy of the form reporting the incident. Where the contractor is at fault due to his negligence, corrective action shall be taken within twenty-four (24) hours after the Contractor was notified of the incident.
- (m) **Improper Materials:** If the Contractor determines that the recyclables set out by residents are unacceptable due to insufficient preparation of materials or incorrect materials, the Contractor shall have the option to collect or to leave the items, and in any case shall leave a sticker or other form of notification provided by the Town explaining the proper method of preparation or placement. The Contractor shall record the address on forms provided by the Town, and report it to the Town's designated representative within twelve (12) hours of the occurrence.

Reports of missed collection shall be responded to by the Contractor by making collection of materials at the missed residence within twelve (12) hours of notification by the Town or resident, or by following the procedure for rejection of materials.

**(n) Transfer Station:** The Town is willing to make a portion of its Transfer Station (at the Windsor-Bloomfield landfill on Huckleberry Road in Windsor) available to the Contractor for receipt of curbside collected recyclables, and their placement into roll-off boxes, which boxes shall be maintained by the Contractor. Should this option be implemented, the contractor shall be responsible to pick-up and remove any and all materials which, in the process of being dumped from the recycling truck to the roll-off, fall to the ground. These materials must be picked up and removed by the Contractor each day. Failure to pick up these materials will lead to a fine of fifty (50) dollars each day to be paid by the Contractor to the Town.

If mutually agreed upon, the Town may allow the Contractor to haul the recyclables to another location directly for processing.

**(o) Weigh Tickets:** If the Contractor utilizes the Transfer Station, then the Town may require, at its option, that all recyclable materials leaving the facility shall be weighed at the Town's landfill scales. If recycled materials are delivered to a location other than the Town's Landfill, the contractor shall submit to the Town copies of weigh tickets from each facility that receives recyclables from the town with each monthly invoice or statement provided to the Town with respect to payments for recyclables.

**(p) Damage to Containers:** The Contractor will be responsible for damage or loss due to Contractor negligence to recycling containers. The Contractor shall have deducted from the monthly payment five (\$5.00) dollars for each damaged or lost recycling container, which payment may be satisfied by providing the household with a new container, provided that the Town Manager (or his designee) shall have approved the replacement container.

**(q) Containers/Bins:** The Town will supply the contractor with new recycling containers, which the Contractor shall provide to new, eligible dwelling units implemented during the term of the contract, and to any dwelling unit at which the Town directs the Contractor to deliver a new bin. The recycling containers must be delivered to the units within one week of when the Contractor receives the container(s) from the Town.

The Contractor is responsible for collecting and emptying any and all recycling containers/bins that are placed at the curb (or other normal recycling location) by the residents. That is, if there is more than one bin, the Contractor shall collect the contents from all bins. Further, any materials, such as cardboard, placed next to the container(s) shall also be collected.

In addition, after dumping the contents of the recycling container into the Contractor's truck, the containers must be placed back on the snow-shelf or sidewalk in a manner that does not impede pedestrian or vehicular traffic. Throwing or tossing of recycling containers shall not be allowed.

**(r) Payments:** At the end of each month the Contractor shall submit an invoice to the Town. The Town will pay the Contractor for services rendered in monthly installments. Each installment shall equal 1/12<sup>th</sup> of the total annual price for curbside recycling services in the Town under this Agreement.

The Town shall pay all uncontested portions of such invoice, minus any deductions due to Contractor's negligence, within thirty (30) business days of the receipt of the invoice.

**(s) Insurance:** The Contractor shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's compensation insurance in the following amounts:

- a. Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability insurance with a combined single limit of liability of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CFL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations; independent contractors, products-completed operations, person injury and advertising injury, and liability assumed under an insure contract (including the tort liability of another assumed in a business contract)
- b. Commercial Automobile Liability Insurance; The Contractor shall provide Commercial Auto liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.
- c. Worker's Compensation Insurance. The Contractor shall provide Workers Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows: (i) Bodily Injury by Accident- \$100,00 each accident; (ii) Bodily Injury by Disease- \$500,000 policy limit; (iii) Bodily Injury by Disease- \$100,000 each employee;
- d. Umbrella Liability Insurance; The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days notice to the Town of Windsor in the event of a cancellation of change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella liability shall name the Town of Windsor, and the Town of Bloomfield, and their respective officers, agents, officials, employees, volunteers, boards, and commissions as additional insured's.

Certificates of Insurance and a copy of the endorsement naming the Town as an additional insured, acceptable to the Town of Windsor or certified copies of the policies and a copy of the endorsement naming the Town as an additional insured shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

- (t) **Performance Bond:** The successful proposer shall, within ten (10) business days after award notice or at the signing of the contract, whichever comes first, furnish a Performance Bond for 100% of the expected costs of services under the proposal for one year. For each succeeding year for the life of the contract, the Contractor must, on or before January 1st, submit a letter from a bonding or surety company, licensed to do business in the State of Connecticut, stating that they will, on or before April 1, provide a Performance Bond for the services under the contract price for the upcoming year. This procedure will be followed in succeeding years. In lieu of a Performance Bond, the town may consider a cash surety or other surety, which, in the opinion of the Town Manager and Town Attorney, shall provide sufficient protection to the Town. The Town of Windsor will not be liable for the accrual of interest on any certified or cashier's check submitted.

## **5. Standard Instructions/General Information**

### **5.1 Pricing**

Proposal pricing shall include all labor, material, tools and equipment necessary to complete or perform the required work. The proposer shall be solely responsible for all costs associated with the preparation of the proposal.

### **5.2 Taxing**

The Town is exempt from State and Federal Taxes.

### **5.3 Equal Employment Opportunity**

Contractor must comply with the Town of Windsor EEO requirements.

### **5.4 Bonds and Insurance –**

The Contractor shall provide, at the Contractor's own expense, suitable insurance (including the appropriate certificate naming the Towns as additional insured) prior to commencing work.

### **5.5 Questions, Omissions & Discrepancies**

Should a proposer have questions, or find discrepancies or omissions from the Request for Proposal documents or should the proposer doubt their meaning; the proposer should

immediately contact Mr. Mark Goossens, Solid Waste Manager, at (860) 285-1832. Questions may be faxed to (860) 285-1831.

## **6. Specific Program Proposal Alternatives**

Proposals shall indicate the annual cost for the three alternative services:

1. Curbside collection of the items listed in Section 3C with materials delivered to the site at the Windsor-Bloomfield Landfill by the same contractor;
2. Curbside collection of the items listed in Section 3C above with transportation of recyclables to another facility.
3. Should the Proposer include a proposal for Single-Stream recycling collection, this proposal shall include sufficient detail to allow the Town to fully understand the proposal. Such details shall include: what size containers are to be used, who pays for such containers, who owns the containers, who maintains the containers, what type of equipment is proposed to be used to collect the materials in the containers, who notifies the residents about this program change, and where the recycled materials would be brought following collection. Other details of the proposal should also be included.

## **7. Qualifying Information**

The Town shall require submission with the Proposal of the following supporting data regarding the qualifications of the proposer in order to determine whether the proposer is a qualified, responsible proposer. The proposer will be required to furnish the following information:

- (a) An itemized list of the Proposer's equipment available for use on the contract at the commencement period specified.
- (b) A copy of the latest available certified financial statement of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) and evidence that the Proposer is bondable and insurable at the levels specified herein.
- (c) Evidence that the Proposer is in good standing under the laws of the State of Connecticut, and in the case of corporations organized under the laws of any other State, evidence that the Proposer is licensed to do business and in good standing under the laws of the State of Connecticut to a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Town, that the Proposer (or Proposer's subsidiaries or affiliates) has been in existence for excess of five (5) years and possesses not less than two (2) years actual operating experience in recyclable materials or solid waste collection and/or marketing and operating a facility for processing of recyclable materials.

All proposers shall tour the Town and familiarize themselves with the work required by the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each proposer and shall constitute a waiver by each of all claims of error in proposal, withdrawal of proposal or payment of extras, or combination thereof, under the executed contract, or any revision thereof.

All proposals will be evaluated on the items specified above, including but not limited to experience in the waste collection recycling field, costs of the proposal, proven financial ability, and past record with other similar contracts. The Town reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal.

Each proposal shall be irrevocable for a period not less than one hundred twenty (120) days from the opening thereof. The selected proposer shall execute the Agreement incorporating their submittal within five (5) days of delivery of the agreement.

**8. Historical Tonnages**

The average tonnage received by curbside collection of recyclables over the past five years is as follows:

Commingled Containers

537 tons per year.

Mixed Paper / Newspaper

1,558 tons per year.

**Proposal Forms**  
**Windsor-Bloomfield Recycling Services**

The forms on the following pages are required to be completed and submitted by each proposer. Single-Stream Collection is being considered by the Town, and has been provided as an option on the attached form. A five year term is provided for Single Stream collection due to additional “up-front” capital costs inherent to such a service.

Proposers are instructed to obtain the stipulated signatures for each form. In the event a proposer wishes to modify the form, please do not retype the form, but show text deleted by cross out, and insert new text on the form. Where necessary, use additional paper. Please state where the requested information does not apply. Please do not leave blanks.

In the event parties other than those called for execute the forms, the proposer shall include a written demonstration that the party has the authority to do so.

Proposers are reminded that the text of this RFP contains requests for information and disclosures, not all of which are specifically provided for in proposal forms. Please be sure your proposal is complete, and addresses the entire requirements of the RFP.

**Proposal Cover Sheet  
Form A**

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

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**The above mentioned company hereby proposes to provide Recycling Curbside Collection Services to the Town of Windsor as follows;**

**I. Lump Sum Price, Per Year, for Collection of Curbside Recyclables and Delivery to the Windsor-Bloomfield Landfill, 500 Huckleberry Road, Windsor, CT.**

**A) Annual Cost for Weekly Collection, Lump Sum:**

**Year 1 : \$** \_\_\_\_\_

**Year 2 : \$** \_\_\_\_\_

**Year 3 : \$** \_\_\_\_\_

**II. Lump Sum Price, Per Year, for Collection of Curbside Recyclables and Delivery to an Alternate Site as Identified by Proposer.**

**B) Annual Cost for Weekly Collection, Lump Sum:**

**Year 1 : \$** \_\_\_\_\_

**Year 2 : \$** \_\_\_\_\_

**Year 3 : \$** \_\_\_\_\_

**III. Lump Sum Price, Per Year, for "Single-Stream" Collection of Curbside Recyclables and Delivery to a location identified by the Proposer.**

**C) Annual Cost for Weekly Collection, Lump Sum:**

**Year 1 : \$** \_\_\_\_\_

**Year 2 : \$** \_\_\_\_\_

**Year 3 : \$** \_\_\_\_\_

**Year 4 : \$** \_\_\_\_\_

**Year 5 : \$** \_\_\_\_\_

**Form B**  
**Description of Organization**

1. Name of Business:

\_\_\_\_\_

Address: \_\_\_\_\_

2. Form of Business (Corporation, partnership, ect.):

\_\_\_\_\_

3. Provide a complete list of all officers, partners, etc.:

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>Ownership Interest</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. State of Incorporation (or Partnership), and Date:

\_\_\_\_\_

5. List all firms participating in this proposal (including subcontractors, etc.), and state their roles:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Identify and describe any agreements between the parties for this project:

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7. Is the proposer licensed to do business in Connecticut, and is the firm in good standing (attached statement from Secretary of State): \_\_\_\_\_
8. Attach a list of all parties for whom the proposer has performed like or similar services in the past five years, and identify an owner's representative and phone number.
9. Describe the firm's collection, transportation and processing experience as applicable to this project.

[Attach information regarding experience of the firm and its key personnel.]

10. Has the entity or any of its principals, owners, officers, partners, directors, or stockholders of the entity been the subject of a criminal investigation within the past five years? \_\_\_\_\_
11. If the answer to the above is yes, state: The court in which the investigation is taking or took place, the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation, and the identity of the person or entity involved.

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12. Has any indictment arisen out of any such investigation? \_\_\_\_\_
13. If the answer to the above is yes, state: the person or entity indicated and the status of any such indictment: \_\_\_\_\_

14. Has any entity (e.g. corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the proposer has an ownership interest in ever been the subject of a criminal investigation? \_\_\_\_\_

15. If the answer to the above is yes, state: The court in which the investigation is taking or took place, the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation, and the identity of the person or entity involved.

\_\_\_\_\_  
\_\_\_\_\_

16. Has any indictment arisen out of any such investigation? \_\_\_\_\_

17. If the answer to the above is yes, state: the person or entity indicated and the status of any such indictment: \_\_\_\_\_

Signatures:

Chief Executive Officer:

\_\_\_\_\_ Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Financial Officer:

\_\_\_\_\_ Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_



<u>Model</u>	<u>Year</u>	<u>Manufacturer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

List of relevant certifications, licenses, registrations, etc. that qualify your company to meet the requirements of this RFP.

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I hereby certify that all the information supplied is complete and true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

