



**RFP #2019-14
HOUSEHOLD HAZARDOUS
WASTE COLLECTION PROGRAM**

TOWN OF STRATFORD
PURCHASING DEPARTMENT
2725 MAIN STREET
STRATFORD, CT 06615

Date Submitted _____, 2019.

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Bidder:

Address

Released: Friday, 1st March, 2019

Phillip Ryan, Purchasing Agent

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

11:00AM, Thursday, 28th March, 2019

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2019-14" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

INVITATION TO BID

The Town of Stratford (Town) is seeking competitive bids from qualified contractors to provide all labor, materials, equipment, and all else necessary, to collect household hazardous waste generated by residential sources, as detailed in the following specifications.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests to: Town of Stratford, Purchasing Department

Attention: Phillip Ryan, Purchasing Agent

2725 Main Street, Stratford, CT 06615

E-mail: PRyan@townofstratford.com

NOTE: Written requests for information will not be accepted after 12:00PM on Tuesday, 19th March. No exceptions.

Response will be in the form of an addendum that will be posted approximately Monday, 25th March at close of business to the Town of Stratford Purchasing Department website: <http://www.townofstratford.com/purchase>

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

REQUIREMENTS

- A. Any sizes or estimate of quantities as shown are approximate and are not guaranteed in any respect. The Town reserves the right at all times to increase or decrease the amount of portable units required, where and if deemed in its best interest.
- B. All materials supplied shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Any deviations must be indicated with the proposal response.
- C. The awarded bidder may be required upon request to provide proof of all applicable licensing and certification.
- D. Provide the Town with minimum three (3) business and/or trade references for similar contracts.
- E. Acceptance: The Town of Stratford will not accept receipt of any item(s) unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The awarded bidder shall be required to correct any nonconforming issues, at no expense to the Town of Stratford.
- F. Price is to include all labor, materials, tools, equipment, plant, mobilization, delivery, permits, insurances, etc., as required to properly provide these services. No additional fees or costs will be accepted to those as identified in proposal. All costs where considered additional by the Bidding Contractor MUST be identified in proposal.
- G. The Town of Stratford reserves the right to award the bid with multiple items:
 - To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - Town may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- H. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- I. Award of this bid, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Stratford, including state and federal agencies where applicable.
- J. Bidders may be required to submit descriptive literature and/or provide samples for all items being supplied prior to award of contract, and must be an authorized dealer and/or distributor for such items.
- K. Exceptions: Bidders are required to provide full details of any exceptions to the specifications; details must be submitted separately and attached to the Proposal Bid Form.

Please provide trade / business reference details below:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

**PURCHASING DEPARTMENT
TOWN OF STRATFORD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2019-14” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

POWER OF REJECTION

The Mayor shall have the power to reject all bids and to advertise again.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Mr. Phillip Ryan, Purchasing Agent: PRyan@townofstratford.com

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

PERMITS

The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

PAYMENT PERIOD

The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Town of Stratford.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

BIDDING FOR PUBLIC WORK OR IMPROVEMENT

Any public work or improvement costing more than seven thousand five hundred (\$7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred (\$7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for prebidding sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than \$7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

NONUSE OF WASTES

- A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
- B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.
- C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We ____ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

CHANGE ORDERS

Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

Mayor's Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

INSURANCE *continued*

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, Stratford Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

SCOPE OF WORK / SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6002103.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

PERFORMANCE SECURITY

If the successful Proposer is awarded a service agreement, such Proposer shall furnish the Town of Stratford with a performance bond or a letter of credit in the amount of TWENTY FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS (the "Bond"). The Bond shall be issued to Town of Stratford and such Proposer shall maintain the Bond for the term of the Agreement.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed by an authorized representative.
- Addenda acknowledged or submitted (where requested).
- List of business/trade references within the past three years of comparable size and scope contracts.
- Bid Proposal Forms – 1 through 7.

REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

TOWN OF STRATFORD

**2725 MAIN STREET
STRATFORD, CT 06615**

DATED: February 27, 2019

PROPOSAL SUMMARY

REQUEST FOR PROPOSALS TOWN OF STRATFORD HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

SERVICE REQUIREMENTS

Pursuant to this Request for Proposals (the "RFP"), the **Town of Stratford, Connecticut** ("Town") seeks from each interested party that responds to this RFP (a "Proposer") a proposal to collect household hazardous waste generated only by residential sources. Proposers should note that results of this bid solicitation will be used to set up a one day collection program for the Town of Stratford, Connecticut residents.

PROPOSAL REQUIREMENTS

Sealed proposals will be received until 11:00 a.m., March 28, 2019 at the Town of Stratford, 2725 Main Street, Stratford, Connecticut, 06615. Attention: Mr. Phillip Ryan, Purchasing Agent.

The successful proposer shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute a non-negotiable contract with the Town of Stratford.

**REQUEST FOR PROPOSALS
TOWN OF STRATFORD
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

SECTION 1- GENERAL PROJECT DESCRIPTION

1.1 GENERAL SERVICE REQUIREMENTS

The collection program will serve only Town of Stratford Residents. Residents from other local municipalities will not be allowed to participate in this program. The collection will be a special one-day program held at a predetermined location within the Town of Stratford, Connecticut.

Under this RFP, the Town will accept household hazardous waste generated only from residential sources. Notwithstanding the foregoing, the successful proposer will be required to operate the household hazardous waste collection event in accordance with the standards/statutes for large quantity handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies ("RCSA") 22a-449-(c)-113(d)(1)(A) through (E). Any used household hazardous wastes that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management.

1.2 PROGRAM SCHEDULE

Household hazardous waste will be collected at a predetermined location within the Town of Stratford on October 19, 2019. The one day event will run from 8:00am to 1:00pm.

1.3 PROGRAM DETAILS

During the term of this RFP, one single-day collection event will take place.

The household hazardous waste accepted for the collection shall be generated only by residential and Conditionally Exempt Small Quantity Generator ("CESQG") sources, and shall include, but not be limited to, bug spray, floor care products, furniture polish, metal polish/solvents, lighter fluid, car solvents, car fuels and liquids, fungicide, pool acid, glue (solvent based), oil based paint, paint solvents, and preservatives. Whether other types of household hazardous waste are included will be determined on the basis of negotiations between the Town and the Contractor.

SECTION 2- CONTRACTOR RESPONSIBILITIES

2.1 DESCRIPTION OF SERVICES

At the direction of the Town of Stratford, the Contractor must organize and supervise a one-day household hazardous waste collection program at a predetermined location within the Town of Stratford.

The Contractor must provide all containers and other equipment needed to achieve the safe collection, storage and removal of acceptable household hazardous waste.

The Contractor must provide qualified individuals trained to oversee and supervise one-day collection programs including providing an employee or agent of the Contractor trained and properly certified in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State, and local laws, rules, regulations and ordinances. Contractor must provide the Services in a manner convenient to participants and with as little delay as reasonably possible.

The Contractor shall provide all required reporting to the State of Connecticut Department of Energy and Environmental Protection ("DEEP") (and to similar agencies of any other States as required) and the Environmental Protection Agency ("EPA"), and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances.

Contractor shall maintain the Site in a clean and safe manner and coordinate any spill control measures that may be required in accordance with all relevant laws, rules, regulations and ordinances.

The Contractor must verify and record all participants' eligibility and submit this record to the Town of Stratford with the Contractor's invoice. Only residents and CESQG'S from the Town of Stratford may participate. If the Contractor allows any entity to participate who does not reside within the Town of Stratford, then the Contractor shall bear all cost associated with that waste and shall not charge the Town of Stratford for such waste.

The Contractor shall be responsible for performing all the services in accordance with the terms of this Agreement. Contractor shall at its sole cost and expense be solely responsible for providing all personnel, labor and all equipment or materials necessary to perform the Services.

2.2 TERM OF SERVICE

The Contractor shall provide Services under this Agreement during the single day household waste collection program on October 19, 2019.

2.3 CONTRACT REQUIREMENTS

The successful Bidder shall, within 15 calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the Town of Stratford on forms provided by the Town.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the Town of Stratford, or other persons.

2.4 PERFORMANCE SECURITY

If the successful Proposer is awarded a service agreement, such Proposer shall furnish the Town of Stratford with a performance bond or a letter of credit in the amount of TWENTY FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS (the "Bond"). The Bond shall be issued to Town of Stratford and such Proposer shall maintain the Bond for the term of the Agreement.

2.5 RECEIVING FACILITIES

Proposer shall be required to obtain copies of applicable environmental operating permits from the owner/operator of all facilities that are to receive the household hazardous waste ("Receiving Facilities") collected by Proposer under this RFP and Agreement. Prior to any deliveries of the household hazardous waste to any Receiving Facilities, Proposer shall forward copies of all permits of all Receiving Facilities to the Town of Stratford. At its sole and absolute discretion, the Town of Stratford reserves its right to prohibit Proposer from delivering household hazardous waste to any Receiving Facilities that it deems unsuitable in accordance with all federal, state, and/or local laws or regulations.

SECTION 3 – TOWN OF STRATFORD'S RESPONSIBILITIES

3.1 ACCESS TO FACILITIES

The Town of Stratford shall provide the Contractor with reasonable and necessary access to the Towns' real properties as the Contractor requires in order to perform the Services.

3.2 PAYMENT

Contractor shall render a bill to Town of Stratford after the event for all of the Services performed and all of the costs and expenses incurred pursuant to this Agreement. The contents of the bill should be itemized with quantities to clearly describe all materials received and generated by individual households. Contractor shall not be compensated for any time spent preparing any billing documentation or related materials. If the Town of Stratford determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, Contractor is not in default hereunder, the Town of Stratford does not dispute the amount of the payment requested and the bill contains all of the information required hereunder, then the Town of Stratford shall pay the amount requested within forty-five (45) calendar days after its receipt of such bill.

If, however, (i) the Town of Stratford determines that any of the Services for which the Contractor has requested payment is not in conformance with the Standards, (ii) such bill does not contain all the requisite information, or (iii) Contractor is in default hereunder, then the Town of Stratford may in its sole and absolute discretion withhold all or a portion of the payment requested by Contractor, and Contractor shall, if requested by Town of Stratford, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default. The Town of Stratford shall have no obligation under this Agreement to pay for any Services that the Town of Stratford determines have not been performed and/or completed in conformance with the Standards, and the Town of Stratford shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If the Town of Stratford disputes the amount in any written request for payment submitted by Contractor, the Town of Stratford shall have the right to withhold the disputed amount until the dispute is settled. The Town of Stratford shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

3.3 PROGRAM COORDINATION

The Town of Stratford will coordinate all collection programs set up under its auspices as a result of this bid solicitation and serve as liaison with the successful Contractor for purposes of this collection program. The Town of Stratford makes no guarantee on the amount of household hazardous waste that will be collected through this collection program.

3.4 PROMOTIONAL SUPPORT

The Town of Stratford and the Contractor will work together to provide promotional support for household hazardous waste programs that result from this bid solicitation, including news releases, advertising, and direct contact with municipal and regional recycling contacts.

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1. GENERAL INFORMATION AND REQUIREMENTS FOR PROPOSAL SUBMISSION

Please note the following dates:

March 19, 2019	12:00 p.m.	Deadline For Submitting Written Questions
March 28, 2019	11:00 a.m.	Deadline For Proposal Submission
October 19, 2019		Commencement of Services

The Town of Stratford reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above timeline applicable to all Proposers, and further reserves the right to reject any and all submissions and republish this RFP.

4.1.1 PRE-SUBMISSION PROPOSAL INQUIRIES

Only written questions will be accepted regarding this RFP. Written questions must be received by the Town of Stratford prior to 12:00 p.m., March 19, 2019. The preferred method for submitting written questions is via email when possible. Written questions shall be submitted to:

Attention: Phillip Ryan, Purchasing Agent
Email: PRyan@townofstratford.com

Oral and all other written responses, interpretations and clarifications shall not be legally effective or binding.

4.1.2 PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

All proposals must be received no later than 11:00 a.m. on March 28, 2019. Bidders should mail their proposals to:

Purchasing Department, Town of Stratford
Attention: Phillip Ryan
2725 Main Street, Room 202
Stratford, Connecticut 06615

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and the Town of Stratford shall have no responsibility or liability whatsoever for any such costs and expenses. Neither Town of Stratford nor any of their directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.

4.1.3 NUMBER OF PROPOSAL COPIES

Each Proposer shall submit one (1) original and one (1) copy of its proposal to the Town of Stratford.

4.1.4. ACCEPTANCE OF PROPOSALS

All proposals shall remain subject to acceptance for thirty (30) days after the deadline date for proposal submission, but the Town of Stratford may, in its discretion, release any proposal at any time prior to the end of such period.

4.1.5 DISCLOSURE OF INFORMATION

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. By submitting a proposal, each Proposer expressly waives any claim(s) that such Proposer or any of its successors and/or assigns has or may have against the Town of Stratford or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

4.1.6 EVALUATION CRITERIA

The Town of Stratford will evaluate the proposals on cost, acceptability of proposed business terms and conditions, the proven ability of each Proposer to perform the requested service and any other factor or criterion that the Town of Stratford may deem relevant or pertinent for its evaluation of such proposals. The award of the contract for the service will be made, if at all, to the Proposer whose evaluation by the Town of Stratford results in the Town of Stratford determining that such award to such Proposer is in the best of interests of the Town of Stratford. However, the selection of a Proposer and the execution of a service agreement, while anticipated, are not guaranteed.

The Town of Stratford reserves the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFP, if such rejection or waiver is deemed in the best interests of the Town of Stratford. Neither Town of Stratford nor any of their officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

4.1.7 ADDITIONAL RIGHTS OF THE TOWN OF STRATFORD

In addition to the other rights in this RFP, Town of Stratford reserves, holds and may exercise at their sole discretion, the following rights and options:

1. To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
2. To issue additional or subsequent solicitations for proposals.
3. To conduct investigations of the Proposers and their proposals; to clarify the information provided pursuant to this RFP and to request additional evidence or documentation to support or supplement the information included in any proposal.

4.1.8 PROPOSER'S REPRESENTATIONS

Each Proposer submitting a proposal represents that:

1. The RFP and attached documents have been read and are understood by Proposer, and the proposal is made in accordance therewith.
2. The proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
3. Proposer has given the Town of Stratford written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in this RFP and the attached documents, and the written resolutions thereof by the Town of Stratford are acceptable to Proposer.
4. Proposer has no contracts, agreements, or other obligations that would interfere with or prevent its performance of the services set forth in the RFP.

4.2 PROPOSAL FORMAT AND CONTENT

Proposals shall be organized and contain the following items:

Part 1 - Letter of Transmittal

Signed by an officer of the Proposer authorized to commit the company to carry out the proposed Services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate.

Part 2 - Pricing Form

Each Proposer shall complete and submit **Proposal Form 1** to this RFP which details the Proposer's costs. The Town of Stratford reserves the right to negotiate with Proposer over Proposer's prices for Services submitted in the foregoing Pricing Form.

Part 3 - Components of Service

Each Proposer shall complete and submit **Proposal Form 2** to this RFP.

Part 4 - Handling/Safety Precautions

Each Proposer shall complete and submit **Proposal Form 3** to this RFP.

Part 5 - Marketing Plan/Summary Report

Each Proposer shall complete and submit **Proposal Form 4** to this RFP.

Part 6 - Company Background

Each Proposer shall complete and submit **Proposal Form 5** to this RFP.

Part 7 - Security Commitment

Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the performance bond or letter of credit.

Part 8 - Non-collusion Certification

Each Proposer shall execute and submit **Proposal Form 6** to the RFP.

Part 9 - Waiver of Damages Form

Each Proposer shall execute and submit **Proposal Form 7** to this RFP.

Part 10 – Proof of Current Registration under CT DEEP *General Permit to Perform One Day Collections of Certain Wastes and Household Hazardous Waste* (Please attach)

**Household Hazardous Waste Collection Program
Request for Proposals**

PROPOSAL FORM 1 – PRICING

Name of Proposer: _____

Pricing Coverage Period: October 1, 2019 through October 1, 2020

**Price Per Household and half household (1) (2)
(Words & Numbers):**

Pricing Cap

(Words & Numbers): Place check where applicable

Pricing Cap Offered, As Follows:

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers): Place check where applicable

Revenue Sharing Offered, As Follows:

No Revenue Sharing Offered

(1) Household equals fifteen (15) gallons or twenty (20) pounds and half household equals seven (7) gallons or ten (10) pounds.

(2) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

Signature of Authorized Official: _____

Typed Name: _____

Title: _____

Date: _____

PROPOSAL FORM 2 – COMPONENTS OF SERVICE

A. EQUIPMENT

Proposer must provide equipment needed for the temporary storage and transport of collected household hazardous waste, for One-Day events. Check the following recommended equipment/supplies Proposer will provide and list any other materials to be provided.

- Pallets
- Pallet Jack
- Gaylord Boxes
- Tractor Trailer with Lift Gate
- Covered Back-up Truck or Roll-Off
- Dollies
- Shrink Wrap/Sealing Tape
- Traffic Cones

Other Equipment:

B. SERVICE QUANTITY

One-Day Collections (Words & Numbers):

- Maximum number of One-Day collections to be serviced under this agreement.

- No limit on number of One-Day collections

C. LABOR PROVIDED

Proposer must provide properly trained employees to remove household hazardous waste from vehicles, sort, pack, and load equipment into containers and trucks. Verify and record name and address of participating resident. List the number of staff and provide description of labor to be provided by Proposer for One-Day programs.

D. ACCEPTABLE HOUSEHOLD HAZARDOUS WASTE

The following is a list of household hazardous waste recommended for inclusion in the collection programs that shall only be generated by residential sources [Note: Check all that are acceptable to Proposer and list any others that could be included]:

- Paint (Oil Based) and Primers
- Paint Solvents (Cleaners & Thinners) and Glue Solvents
- Wood Preservatives and Cutting Oil

- Photographic Chemicals
- Pool Chemicals
- Fungicide, Herbicide, Insecticide, Bug Spray, and Poisons_
- Gasoline, Kerosene, Diesel Fuel, Lighter Fluid, and Other Fuels
- Automatic Transmission Fluid, Car Wax, Antifreeze, and Break Fluid
- Floor Care Products, Furniture Polish, and Metal Polish
- Mothballs

Other inclusions:

PROPOSAL FORM 3 – HANDLING/SAFETY PRECAUTIONS

A. HANDLING/STORAGE PLAN

Proposer is responsible for devising the plan and providing equipment to safely remove household hazardous waste from cars of residents as well as the inspection, segregation and packing of acceptable household hazardous waste for temporary storage and eventual removal from the collection site. Describe the plan for handling and storing household hazardous waste to be collected.

B. SAFETY PRECAUTIONS

Proposer is responsible for safety materials to be provided on site for One-Day collections to handle spills and clean-up of household hazardous waste in the case of breakage. Describe all safety materials to be provided to personnel for the safe handling and storage of household hazardous waste until removed by Proposer.

C. WASTE HANDLING/DISPOSAL

Proposer is responsible for the handling and disposal of all household hazardous wastes generated. Describe the plan for the proper handling and removal of household hazardous wastes that would be collected from the collection program.

PROPOSAL FORM 4 – MARKETING PLAN/SUMMARY REPORT

A. MARKETING PLAN

Proposer is responsible for providing marketing material to the Town to advertise the household hazardous waste day event. Describe your marketing plan and/or provide examples of promotional material.

B. SUMMARY REPORT

Proposer must provide an itemization of all household hazardous waste of all items collected and must also include their disposal sites. Required Date of Submission: Thirty (30) days from the completion of the final pick-up of household hazardous waste collected under this contract.

Proposal Form 5

PROPOSER'S BACKGROUND QUESTIONNAIRE

**PROPOSER'S BACKGROUND
QUESTIONNAIRE**

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Proposer or any of its principals, owners, officers, parents, directors or stockholders holding more than 50% of the stock of the Proposer ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: 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 identify of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identify of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: 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.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder has an ownership interest in excess of 50% in such entity ever been the subject of a **civil investigation**?

If you answered "Yes" to Question 4, on a separate sheet of paper state the following: 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; the identity of the person or entity involved; and the status of the investigation.

Proposal Form 6

NON-COLLUSION CERTIFICATION

NON-COLLUSION CERTIFICATE

**TOWN OF STRATFORD
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

(This CERTIFICATION is to be signed by an authorized officer of the Proposer
or, the Proposer’s managing general partner.)

By submission of this proposal, the Proposer identified below, together with any affiliates or related persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that to the best of its knowledge and belief:

- 1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- 2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to “opening” to any other person or company;
- 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- 4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
- 5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over the Town of Stratford; and
- 6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name:

Title:

State of

County of

being fully sworn, deposes and says that he is the
 of , the

Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this day of , 201

Notary Public/Commissioner of the Superior Court

Proposal Form 7

WAIVER OF DAMAGES FORM

WAIVER OF DAMAGES FORM

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, the Bidder is acting at its and their own risk and the Bidder does for itself and all its affiliates and subsidiaries hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (1) Any action or inaction on the part of the Town of Stratford or any of their directors, officers, employees or authorized agents concerning the evaluation and selection of bids by the Town of Stratford or any of their directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the RFP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFP.

Name of Bidder:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	