



Town of Fairfield

**Sullivan Independence Hall
725 Old Post Road**

**Fairfield, Connecticut 06824
Purchasing Department**

**(203) 256-3060
FAX (203) 256-3080**

RFP #2019-38

Operations of Transfer Stations

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2019.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature


Telephone

Fax

E-mail



First Selectman



Director of Purchasing

12/12/2018
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00pm, Thursday, 31st January, 2019

To provide qualifications and pricing proposals to complete the RFP process to to provide full service operations, maintenance, and management of the Municipal Waste Transfer Stations (“the Stations”) for various Connecticut Municipalities detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Municipalities of Fairfield, Westport, Trumbull and Milford, (“the Municipalities”) 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 Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked “RFP #2019-38” on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

OVERVIEW

The Town of Fairfield, Town of Trumbull, Town of Westport and the City of Milford (“the Municipalities”) are seeking statements of qualifications and pricing proposals from qualified firms (“Respondents”) to provide full service operations, maintenance, and management of the Municipalities’ Waste Transfer Stations (“the Stations”). The awarded respondent will be responsible for loading and hauling all waste delivered to the Stations to various recipient Facilities (“the Facilities”).

At the minimum, the base proposals must include any and all expenditures required to insure that the Stations meet all current and future code requirements, all State and local permitting obligations, and perform at acceptable industry standards.

In addition each Municipality has specific services relating to Recycling and Oversized Bulky Waste that must be included. These items shall be a separate line item on respondents’ pricing proposals. These services will be listed in Appendix A-D as add on alternates.

The Municipalities shall provide the sites and operate the scales. Any major repairs or replacement of the scales, the scale houses, and any other related equipment on site are the responsibility of the Municipalities.

The Municipalities shall evaluate all proposals based on price, experience, and financial strength.

PURPOSE AND OBJECTIVE OF RFP

The purpose of this RFP is to not only have a company operate, maintain and manage the Municipalities’ Solid Waste and Recycling Transfer Stations, but also to cost effectively maximize the useful life of the Stations and equipment. Respondents shall illustrate what measures they will take to maximize the productivity of the Transfer Stations, increase benefits to the Municipalities and minimize citizen complaints.

The main objectives are to save the Municipality money, minimize odor, noise, and traffic, and improve the quality of the facility.

PRE-BID MEETING: A walk through of each of the Transfer Stations will be scheduled with the Public Works Director of each town, during the week of January 7-11, 2019.

- Prospective bidders are strongly encouraged to inspect relevant facilities prior to submitting a bid.
- No special arrangements or private tours shall be accommodated outside of the scheduled meeting.
- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website.
- All requests for information must be submitted in writing. Responses will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at **www.fairfieldct.org/purchasing.htm**

- It is each Bidder’s sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **12:00pm on Thursday, 17th January, 2019.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:
Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 22 January, 2019 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Municipal official and/or department manager

and/or Municipal 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.

CONTRACT PERIOD

July 1, 2019 through June 30, 2024

The Contract length shall be a five (5) year term, but may be extended through mutual agreement with the individual municipalities for two additional three-year periods. The renewal term may include a cost of living allowance (COLA) where agreed upon between the Municipalities and Contractor.

CONTRACT DEFAULT AND EXPIRATION

A. Default and Expiration:

- (1) Either party hereto may terminate this Agreement for a material breach of the terms hereof by the other party, by a written notice, if the breach has not been remedied within thirty (30) days after receipt of written notice specifying the nature and details of the breach. If the breach is continuing but is curable within a reasonable time (“cure period”) and the breaching party is diligently seeking to cure the breach and is keeping the non-breaching party apprised of its efforts, the breach shall be deemed tolled and the cure period shall extend for up to ninety (90) days after any such breach.
- (2) Notwithstanding paragraph (1) first above, if the breach is a payment default, it must be cured within fifteen (15) calendar days, and if not so cured, the payee-party may terminate the Agreement on thirty (30) days’ written notice.
- (3) Upon expiration of the Agreement, the Company shall assist and cooperate with the Municipalities in transferring the operation of the facility to the respective Town or to a new contractor.
- (4) Sixty (60) days prior to the expiration of the Agreement, the Municipalities shall inform the Company of its intent to purchase any Company-provided improvements, equipment or materials for sale at such expiration. The Municipalities and the Company shall each use its best efforts to reach an agreement on fair market value prior to the expiration date. If such a determination is not reached by thirty (30) days prior to expiration, the dispute resolution procedures in paragraph C of this Section 5 shall apply.
- (5) Upon expiration of the Agreement, the Company shall remove or cause to be removed:
 - a. All Company-provided improvements, equipment or sales materials, not subject to paragraph (4) first above, no later than one day prior to the expiration date;
 - b. All commercial and non-commercial yard waste delivered to the facility no later than one week prior to the expiration date.

B. Unforeseen Circumstances:

- (1) In the event of the occurrence of an unforeseen circumstance, the parties shall immediately seek to determine if their performances can be continued, and they shall discuss possible revisions for the Agreement, which may result in:
 - a. An increase or decrease in the amount the Municipalities pays the Company;
 - b. An increase or decrease in the amount the Company pays the Municipalities;
 - c. A change in the services provided by the Company to the Municipalities;
 - d. A change in the services provided by the Municipalities to the Company; or
 - e. Any combination of (a) through (d).

If the parties are unable to come to an agreement within thirty (30) days after such occurrence, either party may terminate this Agreement upon ten (10) days’ written notice to the other party.

BID BOND / BID SECURITY

A \$100,000 bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Municipalities. The Municipalities

always reserve the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

REQUIREMENTS

- A. Any sizes or estimate of quantities are approximate and are not guaranteed in any respect. Prospective bidders are to visit the sites to verify scope of the work prior to bidding. The Municipalities reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plans, mobilization, permits, insurances, etc., required to properly complete these services.
- C. Each of the Municipalities 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;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Municipalities.
- D. 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.
- E. The successful bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work on the site.
- F. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the four Municipalities, including state and federal agencies.
- G. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, Award Resolution, Town Purchase Order, and AIA Contract or equivalent Contract when applicable.**
- H. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Municipalities reserve the right to terminate the Contract and regain possession of the project site.

SUBMISSION REQUIREMENTS

Proposals must be received by **2:00 p.m. on 31 January 2019**; send sealed proposals to:

Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

I. SUBMISSION INFORMATION REQUIRED

Responders with the following qualifications shall be given preference:

- Demonstrated specialized experience and technical competence with operating and maintaining transfer stations. Provide relevant information.
- Relevant experience with any solid waste and recycling facilities.
- Experience with other municipalities, especially Connecticut municipalities.
- Experience with State of Connecticut agencies, especially DEEP and OSHA and their predecessors.
- Experience with and knowledge of federal, state and municipal processes, requirements and procedures.

- Suggestions for improvements / innovations.
- Fee proposal schedule.

II. SELECTION PROCESS

The evaluation of qualifications and price proposals will be conducted by an evaluation panel (“panel”) created for this purpose. The panel will consist of Municipal officials and employees including representatives. The panel will make its decision based on information gathered during the proposal review process and/or evaluation criteria outlined within this section.

- Panel members will individually evaluate each Statement of Qualifications on a points system. In evaluating the Statement of Qualifications, the scoring evaluation (Appendix F) shall consider the understanding of needs, and, the experience of the Proposer and its management team.
- The Panel will meet to discuss the Statements of Qualifications. Consensus will be reached with the panel agreeing to overall evaluations.
- Respondents may be further evaluated based on an oral interview with the panel, if the Panel chooses. The purpose of this oral interview is to clarify qualifications and allow the panel to verify its evaluation. Additional services or significant changes to the submittals will not be considered.
- Once the Municipalities have selected the highest scoring Respondent, the Municipalities reserves the right to immediately begin negotiations for a contract.

In addition to the data and documentation submitted in response to this process, the Municipalities reserve the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Municipalities choose to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Municipalities or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Municipalities personnel shall be borne by the Municipalities.

It is understood that the statement of qualifications, price & service proposals, and the guarantees and experience demonstrated therein shall be the general basis for selection of an Operator to provide the required services. The Municipalities expect to select the highest scoring candidate based on a structured point scoring evaluation of 1) the statement of qualifications and 2) the price and service proposal. In evaluating the statement of qualifications, the selection panel shall consider the Respondents’ understanding of needs, and the experience and qualifications of its management team. Once the Municipalities have selected the highest scoring Bidder, the Municipalities will immediately begin negotiations for a contract. Should the negotiations fail to result in an executed contract by 1 March 2019, the Municipalities may elect to terminate negotiations with the first-ranked Bidder and begin negotiations with the second-ranked Respondent or cancel the process and make no award.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Municipalities; the Municipalities may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Municipalities may discuss any cost, charge or service. The Municipalities shall not be liable to any Respondent as determined by the sole and absolute discretion of the Municipalities, for any costs associated with responding to the Request for Proposals, and the Respondent’s participation in any interviews, or any costs associated with negotiations.

IV. STATION HOURS/DAYS OF OPERATION

Transfer Station & Recycling Center will be open and operating for use by the various Towns and its residents during Regular hours as listed by individual municipality in Appendices A-D.

The facility will be required to be open six (6) days a week (Monday thru Saturday), fifty-two (52) weeks per year with the exception of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day, should these days fall within the schedule listed above.

The awarded Respondent (“Contractor”) must abide by any applicable municipal noise restrictions when transferring materials, delivering trailers and containers, and hauling material off site.

The Contractor must have staff on-site a minimum of ½ hour before and ½ hour after Regular hours to open and close the site respectively

The Municipalities reserve the right to make adjustments to the days and hours of operation schedules as needed.

V. SERVICES TO BE PROVIDED BY THE RESPONDENT

A. Station Operation and Maintenance

Upon award the Contractor shall be responsible for;

- Inspecting, staffing, and maintaining the Transfer Stations,
- Maintaining the capability of handling and hauling to recipient facilities all acceptable waste received to the limit of its permitted tonnage,
- Providing all services necessary to insure that the Transfer Stations shall be operated in a safe and sanitary manner,
- Providing services to operate the Transfer Stations in compliance with applicable terms and conditions contained in the agreements between the Municipality and recipient Facilities.
- The Contractor shall use the Transfer Stations only for their intended purpose.

Contractor’s responsibility for the operation and maintenance of the Transfer Stations shall include but not be limited to:

1. Receiving of all Acceptable Waste to the limit of the Transfer Stations’ permitted tonnage, as well as transporting materials from the Transfer Stations to recipient Facilities, provided that any applicable gate fee at the Transfer Stations or the Facility shall not be paid by Contractor.
2. The Contractor shall use its best efforts not to deliver Unacceptable Waste to recipient Facilities and to deny admission to the Transfer Stations and recipient Facilities of any vehicle carrying Unacceptable Waste. Proposer shall notify the Municipality immediately should it discover that Unacceptable Waste has been delivered to the Transfer Stations or recipient Facilities. The Contractor shall also provide the identity of the hauler who delivered the Unacceptable Waste and if requested promptly remove and deliver to a permitted disposal site within or outside the State acceptable to the Municipality. If the hauler is identified, it will pay or reimburse the Contractor for all costs reasonably incurred by it in connection with the handling, transport, and disposal of any Unacceptable Waste delivered to the Transfer Stations or recipient Facilities. If the hauler is not identified, the Municipality and the Contractor shall share the handling, transport, and disposal cost equally.
3. Compliance with all applicable Federal, State, and Local laws, permits, and regulations pertaining to the operation of the Transfer Stations and the hauling of waste from the Transfer Stations to the Facility, including the maintenance of any operator’s licenses, employment laws and regulations, and all provisions necessary to enable the Municipality to maintain any other permits and licenses required for the lawful operation of the Transfer Stations.
4. The Contractor shall allow unrestricted access to the Transfer Stations upon request by the Municipality for the purpose of inspection of the operation and maintenance of the Transfer Stations. Such access will be conducted in a manner and at a time so as to minimize interference with the operation of the Transfer Stations.
5. Provision of properly sealed, leak-proof trailers to transmit solid waste in accordance with State of Connecticut DEEP, DMV, and any and all local regulations. Trailers will be inspected by the Municipalities four times annually. Failure to provide sealed and leak-proof containers may result in monetary fines to the Contractor.
6. Provision of all personnel required to operate the Transfer Stations. The Contractor shall bear all expenses of staffing and complete compensation of personnel in terms of wages and benefits. Each Station may have different staffing requirements. Individual Municipal Requirements are identified in Appendices A-D. Scale Operators for the Transfer Stations will be provided by the Municipalities.

7. Provision of security for the building, equipment, and transfer vehicles.
8. Provision of routine custodial repairs, repairs to the compactors, cleaning and maintenance of the Transfer Stations including buildings, building fixtures, Station grounds, parking areas, drainage and water quality systems. Provision of property maintenance services including pest extermination, landscape maintenance, litter control, vector control, odor control and bird control within the Stations grounds.
9. Provision of repairs, maintenance, and annual cleaning of the vehicle scale, as well as quarterly inspection, calibration, and certification by a state licensed contractor, consistent with the State of Connecticut Weights and Measures, Department of Consumer Protection, National Institutes of Standards and Technology (NIST).

Specifically the Contractor shall be responsible for:

- Snow removal or plowing of the Stations during and after all snowstorms, so that the Stations will be operable at all open hours.
- Maintenance and repairs of the building, doors, ramps, rails, concrete, the grounds and any fencing caused by their operations.
- Maintenance and repairs of the drainage system, including but not limited to catch basins, floor drains, oil/water separators and back flow preventers.
- Maintenance of the sanitary sewage facilities on site.
- Annual pressure washing of tip floor and lower level compaction area.
- Painting interior walls, ceilings, columns, associated beams, rails, hoppers, on the tipping floor area and the lower compaction area, exterior bollards, and scrap metal walls at the end of the second year and bi-annually thereafter.
- General and routine maintenance of lighting, overhead doors, pass through doors, compactors and any other non-structural part of the Stations building.
- Daily general housekeeping, including litter pick-up.
- Cutting and maintaining all grass, shrubs and other landscaping on a bi-weekly basis during the growing season and in other times as agreed to with the Municipalities designee.
- Compliance with all OSHA Requirements

The Contractor shall maintain complete weekly, monthly and quarterly maintenance records as required. The Contractor shall provide the written copy of such records monthly and permit the Municipality to inspect the Stations to verify the maintenance records at reasonable times. A sample checklist is included in Appendix E.

The Contractor shall notify the Municipality of any repairs over \$1,000.00. The Contractor will be reimbursed for repairs which are not the Contractor's responsibility, as well as, for any asset purchases or repairs for which the Municipality gives prior approval and deems necessary to operate the facility. The Contractor shall maintain any physical assets owned by the Municipalities at the Stations in accordance with this RFP and any subsequent agreement, provided that such asset (a) costs \$5,000.00 or more, and (b) has a useful life of three years or more. The Contractor shall submit a written request to spend such reimbursable amounts prior to expending the amount.

B. Insurance Requirements

The selected Contractor shall at all times indemnify, defend and hold harmless the Municipalities and the officers, agents and employees thereof on account of and from any and all claims, damages, losses judgements, workers compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by: officers, agents and employees of the Municipality, or the Contractor, its employees, agents, subcontractor or materialmen or any other person, to the extent any such injuries or damages are caused or are alleged to have been caused in whole or in part by the acts, omissions or neglect of the Contractor, its employees, agents, subcontractors or materialmen. The Contractor further undertakes to reimburse the Municipality, for damage to their properties caused by the Contractor or the Contractor's employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by it or them. The existence of insurance shall in no way limit the scope of this indemnification.

At all times during the term of this bid, the Contractor shall, at its sole expense, procure and maintain the insurance described herein.

1. Comprehensive general liability with a broad form endorsement on all occurrence form in the amount of \$1,000,000 combined single limit (C.S.L.) including products and completed operations.
2. Automobile liability insurance in the amount of \$1,000,000 combined single limit (C.S.L.). This insurance shall include coverage for owned, non-owned, leased and/or hired vehicles
3. Worker's compensation insurance in accordance with Connecticut State Law. Employers' liability insurance in an amount of \$1,000,000 (C.S.L.) including products and completed operation
(If the Contractor self-insures, the contractor must provide a "Certificate of Solvency" issued by the State of Connecticut)
4. Excess liability following form of the underlying in an amount of \$4,000,000 (C.S.L.)
Existence of excess liability coverage may serve to satisfy underlying limits of automobile, employers and general liability where existing limits do not meet requirements above.
5. Contractor's equipment in an amount equal to actual cash value covering all owned, non-owned, leased and/or hired equipment.
6. Pollution Liability Insurance: 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. Specifically, coverage for Transporter's Pollution Liability and non-owned location liability should be included.

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

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 will be primary and non-contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. All insurance companies must be licensed by the State and have an A.M. Best's Rating of a A- VIII or better. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

All insurance companies shall name each Municipality, as additional insured. In the event that any policy carried by the successful Proposer is subject to a deductible or similar provision limiting coverage, any loss not reimbursed as a result thereof shall be borne solely by the successful proposer.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. 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 Fairfield. 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.

A minimum of 30 days written notice shall be provided to the appropriate Municipality in advance of any change, restrictive amendment, cancellation or non-renewal of any of the listed policies.

C. Acceptance of Existing Conditions

Based on its investigation and other inquiries made prior to the date hereof, which the Contractor acknowledges to be sufficient for this purpose, assumes the risk of the existing conditions of the Transfer Stations subject to the terms of this Agreement as it may affect the suitability of the Transfer Stations. For the purpose of this Agreement or the Contractor's operation, maintenance, or repair costs or schedules, except to the extent that any such existing condition may be affected by an Uncontrollable Circumstance occurring after the date hereof and to the extent the condition is underground, or hidden.

D. Permitting Requirements

The selected Contractor shall obtain a DEEP Stormwater Permit for Industrial Activities for the Transfer Station in their sole name, and maintain and comply with all requirements of said Permit throughout the Contract term. Failure to maintain or comply with said requirements will be grounds for Contract termination. The selected Contractor shall, at their own expense, file applications, and reports necessary to obtain said Stormwater Permit, as well as any licenses and/or approvals required to be made, obtained, or maintained by each under Applicable Law. The Contractor, at their own expense, shall perform all monitoring and sampling, and supply all data and information to the DEEP in a timely manner, in accordance with DEEP submission requirements, and such data and information shall be correct and complete in all material respects, which may be required by Applicable Law.

The Contractor shall also completely familiarize themselves with the terms and conditions of all Legal Entitlements pertaining to the Transfer Station, including but not limited to the Transfer Station permit obtained by the Municipality, regardless of the identity of the permittee. The Contractor shall take all other action necessary or otherwise reasonably requested by the Municipality in order to assist and cooperate with the Municipality in obtaining, maintaining, renewing, modifying, extending, and complying with the terms of all permits, licenses, and approvals necessary subsequent to the Agreement Date in order to continue and complete the Contract Services.

E. Waste Hauling Parameters

The Contractor agrees to haul Acceptable Waste from the Transfer Stations in accordance with the Transfer Station(s) Plan of Operation. In hauling Acceptable Waste, the Contractor's responsibilities shall include:

- 1) Provision of all fuel, drivers, tractors, and transfer trailers. The Municipality reserves the right to require the Contractor to increase the amount of such equipment at the Contractor's expense if, in the Municipality's sole judgment, the Contractor's lack of equipment is causing the Municipality to be out of compliance with applicable conditions contained in the agreement between the Municipality and the facility.
- 2) Provision of the necessary maintenance (equipment or otherwise) required to haul all Acceptable Waste received at the Transfer Stations to the Facilities, as directed by the Municipality.
- 3) Operation of all over-the-road equipment in compliance with applicable Federal, State, and local law including without limitation applicable weight limitations. The Contractor shall bear full responsibility for fines and penalties due to overweight vehicles or any other violations.
- 4) Utilization of a route structure between the Transfer Stations and the Facility which shall be approved in advance by the Municipality.
- 5) The Contractor agrees to deliver Acceptable Waste to the Facilities during the normally scheduled delivery times and days as well as after the Transfer Stations' normal business hours.
- 6) The Contractor shall cause all vehicles used for deliveries of Acceptable Waste to the Facilities to be in safe and clean condition, and in good repair. The Contractor shall only use vehicles with the capability of dumping directly into the Facilities waste pit, and which have the maximum capacity permitted by law and agreed to by both parties. Such vehicles shall have the Contractor's name painted on the outside on each side of the vehicle in letters at least six (6) inches high or bear such other means of identification as may be acceptable to the Municipality.
- 7) The Municipality shall utilize motor truck scales to weigh, upon entry and exit, all vehicles delivering Acceptable Waste to the Facilities. Each vehicle delivering Acceptable Waste to the Facilities shall have its tare weight as determined by mutually agreed upon procedures, conspicuously displayed in a location approved by the Municipality. The Municipality shall have the right, at its discretion, at any time to revalidate the tare weight of

each vehicle or to weigh each vehicle after unloading. Each incoming waste vehicle shall be weighed, indicating gross weight, tare weight, time, and truck identification on a weight record. The Contractor must provide a weight ticket for every load delivered to the Facilities.

8) **The Contractor understands that it has no access to the Transfer Stations for waste other than that generated from within the Municipality and delivered at the scale house.**

If the Contractor, or any of its subsidiaries, collects solid waste from within the boundary of any Municipality within which there is a Transfer Stations, the following requirements shall prevail:

- List the names and addresses of each commercial client,
- Estimate the annual tonnage for each commercial client,
- Guaranty that all such waste, as well as any residential waste will be delivered to the respective Transfer Stations.

Failure to comply with these requirements may result in a default and termination of the contract.

9) **Emergency Opening of Transfer Station/Recycling Center**

The Municipalities reserve the right to require the Transfer stations to open and operate outside of regular hours during times of emergency or urgent need. The Contractor shall staff and equip the facility to meet the needs of the Municipalities during such emergency openings. The Contractor selected to operate the facility shall provide and maintain throughout the term of the Agreement, a minimum of two (2) contact names and phone numbers of the Contractor's representatives with the ability to meet the requirements of this section within sixty (60) minutes of being notified by an authorized representative of the Municipalities. This information provided to the Municipalities shall be valid twenty-four (24) hours per day. At the time of notification, the Municipalities' representatives shall state the needs of the Municipalities for each particular emergency opening.

Respondents shall state in their proposals, cost per hour to open and operate the facility, as per the Municipalities' needs. A minimum of four (4) hours of operation per emergency will be allowed, however, the maximum hours of operation shall be unlimited.

10) **Administrative Charges**

It shall be the duty of respondent to perform these services outlined in this RFP in such a manner as to implement practices, policies and procedures designed to achieve the objectives set forth herein. In the event that the respondent fails to perform the services as set forth herein, the Municipalities may assess administrative charge against the respondent and may deduct such charge from any monies due or which may become due to the respondent in the following amounts:

| | |
|--|-----------------------------------|
| Smoldering, smoke, or fire emanating from mulch pile | \$ 5,000.00 per occurrence |
| Accepting improper material on site | \$ 5,000.00 per occurrence |
| Failure to cease operations causing windblown dust off property | \$1,000.00 per occurrence |

The Director of Public Works or his designee may assess administrative charges pursuant to this section. If administrative charges are applicable, the Municipalities Representative shall issue a written notice to the respondent ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

"An occurrence" shall be defined by any (1) instance in which the Contractor either intentionally or negligently fails to comply with this contract. It is at the Municipalities' sole and absolute discretion to terminate this Contract if such occurrences deem it necessary.

The administrative charges assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, the respondent provides a written request for a meeting with the Director of Public Works ("Director") to present evidence that the assessment should not be made.

The Municipalities Representative shall schedule a meeting between the respondent, the Director or the Director's designee as soon as reasonably possible after timely receipt of the respondent's request.

The Director or the Director's designee shall review the respondent's evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to the respondent.

In the event the respondent does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Municipalities Representative's determination shall be final and the Municipalities may deduct the administrative charges from amounts otherwise due to the respondent.

The Municipalities' assessment or collection of administrative charges shall not prevent the Municipalities from exercising any other right or remedy, including the right to terminate the agreement, for the respondent's failure to perform the work and services in the manner set forth herein.

11) **Miscellaneous**

- Respondents must identify any subcontractors they intend to use to perform work on this project, if any. The Municipalities retain the right to approve and reject any and all proposed subcontractors. This provision applies throughout the term of the contract.
- State whether any elected official, officer, employee, appointed official or person who is payable in whole or in part by any of the Municipalities has any direct or indirect personal interest in any subcontractor. If so, describe the circumstances.

VI. MUNICIPALITIES RESPONSIBILITIES

The Municipalities own and shall retain ownership of the Transfer Station sites and all buildings and other future improvements. The following are the responsibilities of the Municipalities:

- 1) The scale and scale house are the Municipalities' responsibility to operate. The scale operator shall be a Municipal employee.
- 2) The individual DEEP permits to operate the Transfer Stations shall be obtained by the individual Municipalities and remain in the Municipalities names. The Municipalities shall at their own expense file applications, generate reports necessary to obtain permits, licenses, and approvals required by each under Applicable Law in order to operate the Transfer Station.
- 3) The individual Municipalities shall pay for all utilities.
- 4) Charges to Haulers: The Municipalities may impose commercially reasonable fees or charges upon haulers for the right to deliver Acceptable Waste to the Transfer Station. The Contractor shall not impose any fees or charges upon haulers for the right to deliver Acceptable Waste to the Transfer Station.
- 5) No Delivery Commitment by Municipality. The Municipality shall deliver, or cause to be delivered, all residential Acceptable Waste under its control. Except as described in the preceding sentence, the Municipality shall not be required to deliver or cause the delivery of specified amounts of Acceptable Waste to the Transfer Station and shall not be liable in damages for any failure to so deliver or cause the delivery of Acceptable Waste. The Municipality may deliver or cause to be delivered Acceptable Waste to the Transfer Station for transporting by Proposer and Proposer must receive and transport such Acceptable Waste and provided that it is within the Transfer Station's permitted capacity.
- 6) Funding Service Fee Payments. The Municipalities shall provide all funds necessary for the payment of the Service Fee subject to annual appropriation.
- 7) The Municipality shall have the right, but not the obligation, to perform any operating obligation of the Contractor that Proposer fails to immediately perform after receipt of reasonable notice by the Municipality. If the Municipality exercises this right, the Municipality shall be entitled to withhold such amount as part of an Off-Sets Credit or recover from Proposer all costs and expenses related to the performance of such corrective action. Off-Sets Credit are defined as an amount equal to the cost to the Municipality of performing any Services in the event of a failure by Proposer or any Subcontractor to timely perform its obligations set forth herein.

VII. SERVICE FEE

Commencing with the first Billing Period after the Commencement Date, and for each Billing Period thereafter, the Municipality shall pay the Contractor a Service Fee for the Contract Services according to an agreed upon formula subject to annual appropriation.

VIII. INFORMATION

It is understood that each Proposer shall evaluate and inspect the Transfer Stations, and review data that the Municipalities has available. Arrangements for the inspection and/or copying of documents shall be coordinated through:

- Town of Fairfield - Mike Zembruski, Director Solid Waste & Recycling, 203-256-3023
- Town of Westport - Scott Sullivan, Highway Superintendent, 203-341-5085
- Town of Trumbull - John Marsilio, Director of Public Works, 203-452-5045
- City of Milford - Chris Saley, Director of Public Works, 203-783-3201

IX. PROPOSER INFORMATION

Respondents replying to this RFP must be able to demonstrate their familiarity with Transfer Stations and their operations. This section of the RFP establishes certain standards of experience and financial capabilities that the Municipalities shall utilize to ascertain whether or not a Respondent is deemed qualified. Proposals that do not meet the Municipalities' prescribed standards will be considered to be non-responsive by the Municipalities. The Municipalities, at its sole discretion, will decide if a Respondent meets the prescribed standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of five (5) consecutive years of operation.
- B. Provide the business history of the primary Respondent. Include any person/company/affiliate or entity under common control, any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person, elected or appointed, including members of the Representative Town Meeting (RTM) or other Municipal Legislative Council, who is payable in whole or in part from the Municipalities currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any prior or pending litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the status and/or outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to their successful completion. If so, name the owner and describe the circumstances.
- F. State whether the Respondent, its owners, officers or employees have ever been subject to a criminal investigation by the Federal or State Government, by any Municipality, or any other Government Agency; describe the outcomes.
- G. Identify any subcontractors, if any, who will perform work on this project. The Municipalities retain the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- H. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least two (2) municipal projects that Respondent has designed, if applicable.

- I. Include resumes and project lists of the key personnel who are proposed to work on this Contract.
- J. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Respondent has designed, if available.
- K. Provide examples of work produced for similar projects completed within the past five years.
- L. Provide information concerning your company's safety record. Provide information concerning any safety awards that may have been awarded to your company.
- M. The Contractor must have had demonstrable experience with all regulatory agencies having jurisdiction over the site.
- N. Include a fee schedule, estimated hours, hourly rates per discipline / function, and a maximum cost.

X. REQUIRED STANDARDS FOR PROPOSER QUALIFICATION

1. Respondents must demonstrate its capability to successfully provide various transfer Stations and related services:
 - Describe experience operating a Transfer Stations and hauling waste for a Connecticut Municipality or elsewhere.
 - Describe the term of the Contract and the amount of and type of materials handled.
 - Provide a copy of a successful Contract.
 - Describe Respondent's experience with dust, odor, and traffic control.
 - Describe experience with the receipt and handling of a variety of waste and recycling materials, including oversized bulky waste, household recyclables, white goods and scrap metals.
 - Describe experience hauling material to remote sites for processing and/or sale. Include a list of hauling equipment required and available. Name any subcontractors. Municipalities reserve the right to approve or reject any subcontractors.
 - Describe ability to provide on-going technical services and process support during operation.
 - Show ability to comply with pertinent State laws, regulations, or other requirements for solid waste operations and hauling.
2. Discuss the availability of equipment required to operate each station including the size, make, model, age and number of:
 - Payloaders, yard horses and other necessary equipment,
 - Tractors and trailers necessary to haul the solid waste and other add on alternate items to their disposal or recycling site.
 - Access to spare equipment to minimize downtime, if required.
 - Inventory of spare parts, especially for the compactors.
 - The availability of an on-site service truck.
3. Discuss the company's preventive maintenance program
4. Discuss the Company's ability to replace failed equipment, including the Municipalities' if necessary
5. Discuss staffing. Different staffing is required at each Station. Discuss the experience of each employee and the responsibilities of each employee

XI. PROPERTY OWNED BY THE MUNICIPALITIES

All land, building, improvements and permanent equipment that are presently in place, and/or new facilities added by the Municipalities, including personal property shall remain or become the property of the Municipalities. Should the Proposer fund the implementation of any facility improvement at the request and approval of the Municipality, such improvements shall become the Municipality's' after the completion of a repayment schedule approved by the Municipality

The Proposer shall maintain all land, buildings, improvements (including subsurface drainage), vehicles and permanent equipment that are within the scope of the agreement whether owned by the Municipalities or the Proposer. Equipment and vehicle maintenance shall be performed by the Proposer in accordance with manufacturer's recommendations or good industry practices, and the Proposer will be required to provide proof thereof to the satisfaction of the Municipalities. Proposer shall submit a maintenance schedule that the Municipalities must approve.

XII. SUBMITTAL FORMAT AND CONTENT

STATEMENT OF QUALIFICATIONS:

The submittal document for complying with the Request for Qualifications and Price Proposal sought by the Municipalities should contain the following chapters for each of the base or alternate Proposals:

- Executive Summary
- Proposer Information/Required Standards
- Qualifications/Related Experience
- Operating Plan
- Business Considerations

The Statement of Qualifications shall identify any and all terms and conditions associated with the services included in the Statement of Qualifications. After selection of the highest scoring, the scope of work shall be clarified and negotiations begun for the final contract for the Proposal.

Qualifications/Related Experience – A brief discussion of Proposer's experience in similar type and size of projects (maximum 10 pages, single sided).

Operating Plan (maximum 15 pages, single sided) – The operating plan should discuss the following topics:

- a. A list of the specific individuals assigned to the management team and technical support during the operation of this contract, along with a resume of those individuals.
- b. A detailed staffing plan indicating the type and quantity of the various positions the Proposer feels is necessary provide the services requested.
- c. A transition procedure, if required.
- d. An operating plan for the facility and other responsibilities that indicate how the Proposer will provide operations, maintenance and management services.
- e. Description of any improvements suggested in the operations and maintenance of the facility.
- f. A detailed list of rolling stock to be provided. The detail must include at a minimum the following information:
- g. Year, manufacturer, model, operating hours and, where appropriate, the size or capacity.
- h. Describe the availability of backup equipment.
- i. A plan of operations & maintenance.
- j. Dust, Odor, Safety, and Traffic control plans.
- k. An emergency response plan.

The Municipalities will evaluate the proposed equipment for its ability to process the yard waste quantities in a timely manner, to meet permit requirements and to minimize odor and dust both on site and off site.

XIII. PRICE PROPOSAL

| Municipality | Annual MSW Tons | Miles to Wheelabrator Facility |
|--------------|-----------------|--------------------------------|
| Fairfield | 35,000 | 5 miles |
| Westport | 15,000 | 9 miles |
| Trumbull | 31,000 | 12 miles |
| Milford | 35,000 | 10 miles |

A separately sealed Price/ Proposal shall be delivered with the technical Proposal. The Price proposal may have a single hauling cost per ton for all four (4) Stations or have differing costs for each station based on the mileage from the Station to the Bridgeport Facility.

The cost to operate each Station may vary because of staffing requirements to comply with individual Station needs. Each Station has differing requirements to deal with auxiliary services, recycling and/ or Oversized Bulky Waste programs. (See Appendix A-D)

- Annual fee for Station operations, including a breakdown of cost for personnel, maintenance, vehicle fuel, insurance and bonds, and overhead.
- Escalation factor (must be no more than 75% of the annual CPI change or less)
- Cost per ton to haul the Acceptable Waste to Wheelabrator Facility in Bridgeport
- Cost for each Station’s auxiliary services

XIV. INFORMATION TO BE PROVIDED BY THE MUNICIPALITIES in Appendix A-D

Modified Hours of operation

Staffing levels required

Additional waste streams to be handled at the transfer station

Additional municipal requirements unique to each Municipality

Minimum Equipment requirements

APPENDIX A – WESTPORT MUNICIPAL REQUIREMENTS

MUNICIPALITY: WESTPORT

Federal Tax Exempt IRS ID # - 06-6002128

1. Days of operation

Monday through Saturday

2. REGULAR Hours of operation

Monday to Friday 7 AM to 2:30 PM*

Saturday 7AM to 12:00 PM*

*Contractor shall have all staff on site at least one-half hour earlier and one-half hour later than the times listed in order to adequately maintain the facility and its associated grounds.

3. Additional Contractor Responsibilities

In addition to the responsibilities listed in section V of the RFP the Contractor awarded this contract shall be responsible for:

- Emptying the recyclable material roll-off containers into compactor hopper for reloading into compaction trailers as needed
- Transporting the recyclable materials, as specified, to the appropriate locations currently Winter Brothers Waste Systems, CT, 90 Oliver Terrace, Shelton CT (no full trailers shall be left on site after specified operating hours).
- Developing and implementing an SPCC plan (Spill Prevention, Control, and Countermeasures Plan) in accordance with the Code of Federal Regulations (CFR) 112.3.
- Facility inspections as scheduled:
 - Site Inspection Daily
 - Tipping Floor Daily
 - Compactors Daily
 - Floor Drains Weekly
 - Storm Drainage System Weekly
 - Spill Kits Monthly

The Contractor will be required to perform these inspections as required and send a copy or proof of the inspections to the attention of **Scott Sullivan, Highway Superintendent, 300 Sherwood Island Connector, Westport, CT 06880** prior to the 15th of the month following the inspection date. If the proof of inspection is not received by this date, then the Municipalities reserve the right to have these inspection performed by qualified personnel and either back charge the contractor or deduct the cost from the contractor's invoice for that month.

Sample Inspection forms included in Appendix E, shall be modified as agreed between the Highway Superintendent and the Contractor.

4. Staffing levels required

One (1) staff member capable and licensed to operate the front-end loader and yard horse. This individual must hold a valid State of Connecticut DEEP certificate to operate a Solid Waste Transfer Station. This staff member will maintain the grounds in accordance with the Municipalities' contracts with the Transfer Station Operator. Contractor will insure that any and all assigned staff are able to lift up to 75 pounds intermittently throughout the work day and complete all other essential tasks and responsibilities of the assignment. The Municipalities reserve its right to unilaterally remove any assigned staff.

Option 1

Contractor shall provide a price for one (1) staff person to assist Municipalities staff or function independently with inspecting waste material to be dumped and assist residents with unloading their vehicles (this employee must be fluent in the English language and must hold a valid State of Connecticut D.E.E. P. Certificate to operate a Connecticut Solid Waste Transfer Station). The Municipalities reserve the right to use this person on a part time or full time basis and the cost thereof will be derived from prorating the annual price. This individual shall be responsible for the cleanliness of the property and associated properties at the facility to the satisfaction of the Director of Public Works or his/her designee. The Municipalities reserve the right to increase the number of staffing and pay the additional associated cost derived from the annual price. Contractor will insure that any and all assigned staff are able to lift up to 75 pounds intermittently throughout the work day and complete all other essential tasks and responsibilities of the assignment. The Municipalities reserve its right to unilaterally remove any assigned staff.

5. Additional waste streams to be handled at the Westport transfer station

- Residential recyclables
- Corrugated cardboard
- Scrap metal
- Electronics
- Paint
- Tires
- Oil
- Antifreeze
- Lamps and lightbulbs
- Textiles
- Batteries

6. Additional municipal requirements unique to the Town of Westport

All of the Transfer Station Operator's employees must be trained in and familiar with the Town's Transfer Station Operation Safety Protocol.

7. Minimum Equipment requirements

The Contractor shall supply and maintain at all times at the Town of Westport Transfer Station/Recycling Center property the following equipment meeting all Federal, State and Local regulatory requirements:

- One (1) 30 yd. open top roll-off container with tarpaulin and tie downs for corrugated cardboard
- One (1) 30 yd. open top roll-off container with tarpaulin and tie downs for disposed tires
- Three (3) 30 yd. closed top roll-off containers for single stream recycling
- One (1) 30 yd. open top roll-off container as required
- Two (2) 50 yd. open top roll-off containers for scrap metal

- One (1) front-end loader (make, model, and size to be determined by the contractor and approved by the Town)
- Four to six (4-6) 100 cu. yard closed compaction trailers capable of being connected to the Compactor with a scissors connection clamp. The number of trailers required shall be dependent on the volume of waste generated and necessary to remove on a daily basis or as required. All trailers must be sealed to prevent any leaking of liquids or debris from within the trailer.
- One (1) yard horse tractor for transporting trailers within the facility (make, model and size to be determined by the contractor and approved by the Town)

All containers shall, at all times, have their loads secured and covered prior to leaving the facility and at the end of each day.

The above represents the Town’s on-site minimum equipment requirements of the Contractors.

8. WESTPORT PROPOSAL FORM

A. OPERATING FEE

Fixed monthly fee for labor, materials, and equipment, overhead and profit.

Guaranteed man-hours per 48-hour week.

- **July 1 2019 to June 30 2020** \$ _____ **per month**
- **July 1 2020 to June 30 2021** \$ _____ **per month**
- **July 1 2021 to June 30 2022** \$ _____ **per month**
- **July 1 2022 to June 30 2023** \$ _____ **per month**
- **July 1 2023 to June 30 2024** \$ _____ **per month**

Cost per hour for Emergency Opening of the Transfer Station \$ _____ **per hr**
Cost per hour for optional additional Staff person \$ _____ **per hr**

B. PROCESSING FEES

a. Single Stream Recycling Materials, Trailers provided by Contractor

Disposal Location: Winter Brothers Waste Systems. CT, 90 Oliver Terrace, Shelton CT

Cost per Haul 100 CY Compaction trailer \$ _____ **per haul**

b. Tires container provided by Contractor

Disposal Location: Contractor’s choice with Town Approval

Cost per haul w/ Disposal \$ _____ **per haul**

c. Scrap Metal Container provided by Contractor

Disposal Location: Contractor’s choice with Town Approval

Cost per haul None to Town of Westport Rebate to Town \$ _____ **per ton**

No additional payment will be made for waste streams listed in paragraph 5 above but rather should be built in to the operating fees listed under paragraph 8A.

APPENDIX B – FAIRFIELD MUNICIPAL REQUIREMENTS

MUNICIPALITY: FAIRFIELD

Federal Tax Exempt IRS ID #06-6001998

1. Days of Operation

Monday through Saturday

2. Regular Hours of Operation

Monday to Friday 7 a.m. to 3:00p.m.

Saturday 7 a.m. to 12:00 p.m.

3. Additional Contractor Responsibilities

In addition to the responsibilities listed in section V of the RFP the Contractor awarded this contract shall be responsible for:

- Emptying the recyclable material roll-off containers into compactor hopper for reloading into compaction trailers as needed.
- Transporting the recyclable materials, as specified, to the appropriate locations currently Winter Brothers Waste Systems. CT, 90 Oliver Terrace, Shelton CT (no full MSW trailers shall be left on site after operating hours).
- Developing and implementing an SPCC plan (Spill Prevention, Control, and Countermeasures Plan) in accordance with the Code of Federal Regulations (CFR) 112.3.
- Facility inspections as scheduled:
 - Site Inspection Daily
 - Tipping Floor Daily
 - Compactors Daily
 - Floor Drains Weekly
 - Storm Drainage System Weekly
 - Spill Kits Monthly

The Contractor will be required to perform these inspections as required and send a copy or proof of inspections to Michael Zembruski Director, Solid Waste & Recycling 725 Old Post Road Fairfield CT 06824, prior to the 15th of every month following the inspection date. If the proof of inspection is not received by this date, then the Town reserves the right to have these inspections performed by qualified personnel and either back charge the contractor or deduct the cost from the contractor's invoice for that month.

Sample Inspection forms included in Appendix E, shall be modified as agreed, and shall be modified as agreed between the Director of Solid Waste and the Contractor.

4. Staffing levels required

Two (2) staff members capable and licensed to operate a front-end loader and yard horse. These individuals must hold a valid State of Connecticut DEEP certificate to operate a Solid Waste Transfer Station. The staff members must meet the Town Of Fairfield's Fit-for-Duty policy.

5. Additional waste streams to be handled at the Fairfield Transfer Station.

- Residential Recyclables(Single Stream)
- Corrugated Cardboard
- Scrap Metal
- Electronics
- Tires
- Used Motor Oil
- Antifreeze
- Fluorescent Lightbulbs
- Textiles
- Automotive Batteries
- Propane Tanks & Fire Extinguishers

6. Additional Municipal requirements unique to the Town of Fairfield

All of the Transfer Station Operator's employees must be trained in and familiar with the town's Transfer Station Operation Safety Protocol, and meet the Town's Fit-for-Duty Policy.

7. Minimum Equipment requirements

The Contractor shall supply and maintain at all times at the Town Of Fairfield Transfer Station/Recycling Center property the following equipment meeting all Federal, State, and Local Regulatory requirements:

- Two (2) 30yard open top roll offs with tarpaulins and tie downs for corrugated cardboard.
- One (1) 30yard open top roll off with tarpaulin and tie downs for disposed tires.
- One (1) 30yard open top roll off with tarpaulin and tie downs for Bulky Waste.
- Five (5) closed top roll-off containers (Town Supplied) for Single Stream Recycling.
- One (1) 100 yard open top trailer for Scrap Metal Recycling
- One (1) front-end loader (make model and size to be determined by the contractor and approved by the Town).

- **Four to six (6-8) 100 cu. yard closed compaction trailers capable of being connected to the Compactor with a ratchet connection clamp. The number of trailers required shall be dependent on the volume of waste generated and necessary to remove on a daily basis or as required. All trailers must be sealed to prevent any leaking of liquids or debris from within the trailer.**
- One (1) yard horse tractor for transporting trailers within the facility (make, model and size to be determined by the contractor and approved by the Town)

All containers shall, at all times, have their loads secured and covered prior to leaving the facility and at the end of each day.

The above represents the Town’s on-site minimum equipment requirements of the Contractors.

Operating Fees

Fixed monthly fee for labor, materials, equipment, overhead and profit.

Guaranteed man hours per 45 hour work week.

- **July 1 2019 to June 30 2020** \$ _____ **per month**
- **July 1 2020 to June 30 2021** \$ _____ **per month**
- **July 1 2021 to June 30 2022** \$ _____ **per month**
- **July 1 2022 to June 30 2023** \$ _____ **per month**
- **July 1 2023 to June 30 2024** \$ _____ **per month**

Processing Fees

- **Bulky Waste** (mutually agreed location) \$ _____ **per ton**
- **Automobile Tires** (mutually agreed location) \$ _____ **per ton**
- **Single Stream Recyclables-Roll offs**(mutually agreed location) \$ _____ **per ton**
- **Single Stream Recyclables-Trailers** (mutually agreed location) \$ _____ **per ton**
- **Scrap Metal** (mutually agreed location) \$ _____ **per ton**
- **Storage Batteries**(mutually agreed location) \$ _____ **per ton**

APPENDIX C – TRUMBULL MUNICIPAL REQUIREMENTS

MUNICIPALITY: TRUMBULL Federal Tax Exempt ID # - 06-6002110

Days of operation

Monday through Saturday

REGULAR Hours of operation

Monday to Friday 7 AM to 2:45 PM*
Saturday 7 AM to 11:45 PM*

*Contractor shall have all staff on site at least one-half hour earlier and one-half hour later than the times listed in order to adequately maintain the facility and its associated grounds.

Additional Contractor Responsibilities

In addition to the responsibilities listed in section V of the RFP the Contractor awarded this contract shall be responsible for:

- Transporting the recyclable materials, as specified, to the appropriate locations currently Winter Brothers Waste Systems, CT, 90 Oliver Terrace, Shelton CT (no full trailers shall be left on site after specified operating hours).
- Developing and implementing an SPCC plan (Spill Prevention, Control, and Countermeasures Plan) in accordance with the Code of Federal Regulations (CFR) 112.3.
- Facility inspections as scheduled:
 - Site Inspection Daily
 - Tipping Floor Daily
 - Compactors Daily
 - Floor Drains Weekly
 - Storm Drainage System Weekly
 - Spill Kits Monthly

The Contractor will be required to perform these inspections as required and send a copy or proof of the inspections to the attention of John Marsilio, Director of Public Works, 5866 Main Street, Trumbull, CT 06611 prior to the 15th of the month following the inspection date. If the proof of inspection is not received by this date, then the Town reserves the right to have these inspections performed by qualified personnel and either back charge the contractor or deduct the cost from the contractor's invoice for that month.

Sample Inspection forms included in Appendix E, shall be modified as agreed between the Highway Superintendent and the Contractor.

Staffing levels required

One (1) staff member capable and licensed to operate the front-end loader and yard horse. This individual must hold a valid State of Connecticut DEEP certificate to operate a Solid Waste Transfer Station. This staff member will maintain the grounds in accordance with the Town's contract with the Transfer Station Operator. This staff member must meet the Town of Trumbull's Fit-for-Duty policy.

Option 1

Contractor shall provide a price for one (1) or more staff persons to assist Town staff or function independently with inspecting waste material to be dumped and assist residents with unloading their vehicles (this employee must be fluent in the English language and must hold a valid State of Connecticut D.E.E.P. Certificate to operate a Connecticut Solid Waste Transfer Station). The Town reserves the right to use these persons on a part time or full time basis and the cost thereof will be derived from prorating the annual price. This individual shall be responsible for the cleanliness of the property and associated properties at the facility to the satisfaction of the Director of Public Works or his/her designee. The Town reserves the right to increase the number of staffing and pay the additional associated cost derived from the annual price. This staff member must be able to lift 75 pounds.

Additional waste streams to be handled at the Trumbull transfer station

- Residential single stream recyclables
- Scrap metal
- Tires
- Oil
- Antifreeze
- appliances and white goods
- Textiles
- Batteries

Additional municipal requirements unique to the Town of Trumbull

All of the Transfer Station Operator's employees must be trained in and familiar with the Town's Transfer Station Operation Safety Protocol.

Minimum Equipment requirements

The Contractor shall supply and maintain at all times at the Town of Trumbull Transfer Station/Recycling Center property the following equipment meeting all Federal, State and Local regulatory requirements:

- One (1) 30 yd. open top roll-off container with tarpaulin and tie downs for disposed tires
- Two (2) 100 yd. moving floor containers for single stream recycling as required
- One (1) 30 yd. open top roll-off container as required
- Two (2) 100 yd. open top roll-off containers for scrap metal
- One (1) front-end loader (make, model, and size to be determined by the contractor and approved by the Town)
- Four to six (4-6) 100 cu. yard closed compaction trailers capable of being connected to the Compactor with a scissors connection clamp. The number of trailers required shall be dependent on the volume of waste generated and necessary to remove on a daily basis or as required. All trailers must be sealed to prevent any leaking of liquids or debris from within the trailer.
- One (1) yard horse tractor for transporting trailers within the facility (make, model and size to be determined by the contractor and approved by the Town)

All containers shall, at all times, have their loads secured and covered prior to leaving the facility and at the end of each day. The above represents the Town's on-site minimum equipment requirements of the Contractors.

TRUMBULL PROPOSAL FORM

A. OPERATING FEE

fixed monthly fee for labor, materials, and equipment requirements, overheads and profit.

Guaranteed man-hours per 48-hour week.

- July 1, 2019 to June 30, 2020 \$ _____ **per month**
- July 1, 2020 to June 30, 2021 \$ _____ **per month**
- July 1, 2021 to June 30, 2022 \$ _____ **per month**
- July 1, 2022 to June 30, 2023 \$ _____ **per month**
- July 1, 2023 to June 30, 2024 \$ _____ **per month**

Cost per hour for Emergency Opening of the Transfer Station \$ _____ **per hr**

Cost per hour for optional additional staff person \$ _____ **per hr**

B. PROCESSING FEES

- a. **Single Stream Recycling Materials, Trailers provided by Contractor**
Disposal Location: Winter Brothers Waste Systems, CT, 90 Oliver Terrace, Shelton, CT
Cost per Haul 100 CY Compaction trailer \$ _____ **per haul**

- b. **Tires container provided by Contractor**
Disposal Location: Contractor's choice with Town Approval \$ _____ **per haul**

- c. **Scrap Metal Container provided by Contractor**
Disposal Location: Contractor's choice with Town Approval \$ _____ **per haul**

- d. **Construction & Demolition Debris**
Disposal Location: Contractor's choice with Town Approval \$ _____ **per haul**

C. UNIT PRICES FOR TRANSFER STATION OPERATIONS OUTSIDE OF BASE BIDS:

| | PER: | HOURLY | DAY | WEEK | MONTH |
|------------------------------|------|--------|-----|------|-------|
| Yard Tractor | | | | | |
| Haul Tractor | | | | | |
| 100 YD Trailer, Moving Floor | | | | | |
| 100 YC Trailer, Compaction | | | | | |
| 40 CY Container | | X | | | |
| 30 CY Container | | X | | | |
| 3 CY Rubber Tired Loader | | | | | |
| 6 CY Rubber Tired Loader | | | | | |
| Laborer | | | | | |
| Mechanic | | | | | |
| Roll-off Truck | | | | | |

APPENDIX D – INDIVIDUAL MUNICIPAL REQUIREMENTS

MUNICIPALITY: MILFORD Federal Tax Exempt IRS ID # - 06-6002037

Days of operation: Monday through Saturday

REGULAR Hours* of operation

Monday to Friday 7 AM to 3:00 PM

Saturday 7 AM to 3:00 PM (For the better part of the year, spring, summer & fall)

Saturday 7 AM to 12:00 PM (January, February, March)

*Contractor shall have all staff on site at least one-half hour earlier and one-half hour later than the times listed in order to adequately maintain the facility and its associated grounds.

Additional Contractor Responsibilities

In addition to the responsibilities listed in section V of the RFP the Contractor awarded this contract shall be responsible for:

- Transporting the recyclable materials, as specified, to the appropriate locations currently Winter Brothers Waste Systems, CT, 90 Oliver Terrace, Shelton CT (no full trailers shall be left on site after specified operating hours).
- Developing and implementing an SPCC plan (Spill Prevention, Control, and Countermeasures Plan) in accordance with the Code of Federal Regulations (CFR) 112.3.
- Facility inspections as scheduled:
 - Site Inspection Daily
 - Tipping Floor Daily
 - Compactors Daily
 - Floor Drains Weekly
 - Storm Drainage System Weekly
 - Spill Kits Monthly

The Contractor will be required to perform these inspections as required and send a copy or proof of the inspections to the attention of the Office Manager, 83 Ford Street, Milford, CT 06461, prior to the 15th of the month following the inspection date. If the proof of inspection is not received by this date, then the City reserves the right to have these inspections performed by qualified personnel and either back charge the contractor or deduct the cost from the contractor's invoice for that month.

Sample Inspection forms included in Appendix E, shall be modified as agreed between the Director of Public Works and the Contractor.

Staffing levels required

One (1) staff member capable and licensed to operate the front-end loader and yard horse. This individual must hold a valid State of Connecticut DEEP certificate to operate a Solid Waste Transfer Station. This staff member will maintain the grounds in accordance with the City's contract with the Transfer Station Operator. This staff member must be physically capable of successfully performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Staff member must be able to perform physical activities that require considerable use of arms and legs and moving the whole body, such as sitting, standing, walking, bending, climbing, twisting, squatting, reaching overhead, grasping, lifting, balancing, kneeling, pushing, pulling and handling of objects, and be able to be on his/her feet most of shift. Staff member must be able to frequently lift up to 60 pounds; and occasionally lift up to 80

pounds. Staff member must have normal eyesight and depth perception, with or without correction; and be able to hear normal tones, with or without correction.

Option 1

Contractor shall provide a price for one (1) staff person to assist City staff or function independently with inspecting waste material to be dumped and assist residents with unloading their vehicles (this employee must be fluent in the English language and must hold a valid State of Connecticut D.E.E. P. Certificate to operate a Connecticut Solid Waste Transfer Station). The City reserves the right to use this person on a part time or full time basis and the cost thereof will be derived from prorating the annual price. This individual shall be responsible for the cleanliness of the property and associated properties at the facility to the satisfaction of the Director of Public Works or his/her designee. The City reserves the right to increase the number of staffing and pay the additional associated cost derived from the annual price. Staff member must be able to perform physical activities that require considerable use of arms and legs and moving the whole body, such as sitting, standing, walking, bending, climbing, twisting, squatting, reaching overhead, grasping, lifting, balancing, kneeling, pushing, pulling and handling of objects, and be able to be on his/her feet most of shift. Staff member must be able to frequently lift up to 60 pounds; and occasionally lift up to 80 pounds. Staff member must have normal eyesight and depth perception, with or without correction; and be able to hear normal tones, with or without correction.

Additional waste streams to be handled at the Milford transfer station include but shall not be limited to:

- Green Work
- Residential recyclables
- Corrugated cardboard
- Scrap metal
- Electronics
- Paint
- Tires
- Oil
- Antifreeze
- Lamps and lightbulbs
- Textiles
- Batteries
- Mattresses

Additional municipal requirements unique to the City of Milford

All of the Transfer Station Operator's employees must be trained in and familiar with the City's Transfer Station Safety Protocol, and must be able to perform physical activities that require considerable use of arms and legs and moving the whole body, such as sitting, standing, walking, bending, climbing, twisting, squatting, reaching overhead, grasping, lifting, balancing, kneeling, pushing, pulling and handling of objects, and be able to be on his/her feet most of shift. Staff member must be able to frequently lift up to 60 pounds; and occasionally lift up to 80 pounds. Staff member must have normal eyesight and depth perception, with or without correction; and be able to hear normal tones, with or without correction.

Minimum Equipment requirements

The Contractor shall supply and maintain at all times at the City of Milford Transfer Station/Recycling Center property the following equipment meeting all Federal, State and Local regulatory requirements:

- One (1) 30 yd. open top roll-off container with tarpaulin and tie downs or other appropriate weatherproofing for corrugated cardboard
- One (1) 30 yd. open top roll-off container with tarpaulin and tie downs or other weatherproofing for disposed tires
- Two (2) 30 yd. closed top roll-off containers for single stream recycling

- One (1) 30 yd. open top roll-off container as required
- Two (2) 50 yd. open top roll-off containers for scrap metal
- One (1) front-end loader (make, model, and size to be determined by the contractor and approved by the City)
- Four to six (4-6) 100 cu. yard walk off trailers. The number of trailers required shall be dependent on the volume of waste generated and necessary to remove on a daily basis or as required. All trailers must be sealed to prevent any leaking of liquids or debris from within the trailer.
- One (1) yard horse tractor for transporting trailers within the facility (make, model and size to be determined by the contractor and approved by the City)

All containers shall, at all times, have their loads secured and covered, once filled and prior to leaving the facility and at the end of each day.

The above represents the City's on-site minimum equipment requirements of the Contractors.

Tires Container provided by Contractor

Cost per Haul w/o Disposal: _____

Disposal Location: City's choice or Contractor, whichever is less expensive.

Single Stream Recycling Materials Trailers provided by Contractor

Cost per Haul: _____

Disposal Location: Oak Ridge Waste Systems. CT, 90 Oliver Terrace, Shelton CT or other approved vendor

Scrap Metal Container provided by Contractor

Cost per Haul: None to City of Milford

Rebate to City of Milford: \$ _____ Per Ton

Disposal Location: Contractor's or City's location whichever is in the best interest of the City.

APPENDIX E – SAMPLE TRANSFER STATION CHECKLISTS

A. STATION WEEKLY INSPECTION FORM:

| ITEM TO CHECK | Maintenance/action/repairs needed? | | Description of Action taken |
|--|------------------------------------|----|-----------------------------|
| | Yes | No | |
| Site | | | |
| litter check – interior of site and perimeter fence | | | |
| landscaping, trimming, mowing | | | |
| Traffic controls, signage | | | |
| Security; fence, gates, lights | | | |
| Other Comments | | | |
| Tipping Floor – | | | |
| Ped safety barricades | | | |
| litter check, loose debris | | | |
| floor wash down | | | |
| AED, First Aid Kit | | | |
| Spill Kit | | | |
| Other Comments | | | |
| Compactor - | | | |
| External Hoses, chafing, rubbing, deterioration | | | |
| Precrusher area – safety issues | | | |
| Precrusher area – debris behind ram or in gate tracks? | | | |
| Lubrication – Ram Guidance tracks; Hold down bars | | | |
| Other Comments | | | |

B. STORMWATER WEEKLY INSPECTION FORM:

| ITEM TO CHECK | | Maintenance/ action/repairs needed? | | Description of Action taken |
|---|-------------------------------------|---|----|-----------------------------|
| | | Yes | No | |
| Catch Basins | | | | |
| Truck parking | CB-1 | | | |
| Near Compctr Dr | CB-2 | | | |
| Near Metal Box | CB-3 | | | |
| Tanks | | | | |
| | T-1 (Oil/water/grit separator) | | | |
| | T-2 (Settling Tank) | | | |
| | T-3 (Holding Tank-no outlet) | | | |
| | T-4 (Settling Basin) | | | |
| | Diesel AST (none presently on-site) | | | N/A |
| Trench Drains | | | | |
| Upper Level Interior | Clear of Debris? | | | |
| Lower Level Inside | Clear of Debris? | | | |
| Lower Level Outside | Clear of Debris? | | | |
| Roof Drainage to Ground | | | | |
| Outside Roll-off Containers | | | | |
| Scrap Metal | Cover available (when not in use) | | | |
| | Holes, leakage or staining? | | | |
| Tipping Floor | | | | |
| Driveways – resident drop-off area and truck loading/unloading | | | | |
| Compactor Hydraulic Reservoirs (downstairs) | | | | |
| Spill Response Equipment Available On-Site? | | | | |
| Other Comments (i.e signs of erosion or other potential stormwater quality issues) | | | | |

APPENDIX F

The Statement of Qualifications evaluation matrix (outlined in Tables I and II) will be used to address the following criteria:

**TABLE I
EVALUATION MATRIX
STATEMENT OF QUALIFICATIONS**

| <u>Criteria</u> | <u>Maximum Points</u> | <u>Points Scored</u> |
|---|-----------------------|----------------------|
| 1. Company <ul style="list-style-type: none"> • General company capabilities • Financial capability • Years in business • Commitment to operations and maintenance business • Management experience and depth • Operations and specialist support services | 5 | _____ |
| 2. Company experience <ul style="list-style-type: none"> • Number and size of projects • Experience of employees directly involved in Proposal • Years of operating experience • Dollar value of contracts • Track record: contract renewal, references, etc. • Awards, safety record, compliance infractions, etc. | 10 | _____ |
| 3. Operating plan <ul style="list-style-type: none"> • Technical understanding • Transition plan • Operating, maintenance and management approach • Clarity of presentation of service to be provide • Equipment list | 10 | _____ |
| 4. Personnel assigned to this project <ul style="list-style-type: none"> • Home office management role and involvement throughout contract period • Staffing plan • Organization chart, reporting, etc. • Staffing plan • Organization chart, reporting, etc. • Staff qualifications and experience • Management | 10 | _____ |
| TOTAL | 35 | _____ |

**TABLE II
EVALUATION MATRIX
PRICE PROPOSAL**

| <u>Criteria</u> | <u>Maximum Points</u> | <u>Points Scored</u> |
|--|---------------------------|--------------------------|
| Cost to Municipalities | | |
| Overall price per ton | 65 | _____ |
| Completeness of proposed services to be provided | | |
| Any exceptions | | |
| Base cost for Stations | | |
| Base cost to haul | | |
| Proposed Method(s) of escalation | | |
| TOTAL | 65 | _____ |

All Statements of Qualifications and Price Proposals submitted in accordance with the requirements of this request will be reviewed for completeness and responsiveness.

Selection of a Proposer to perform these professional services will be based upon qualifications, experience, historical performance record, financial strength, understanding of needs, suggestions for improvements, suggested innovations and the Proposer’s proven technical capabilities. In addition to the data and documentation being submitted by the Proposer in response to this request, the Municipalities reserves the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Proposer. If the Municipalities chooses to exercise this right, the Proposer shall provide a representative, with or without notice, to accompany the Municipalities or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Municipalities personnel shall be borne by the Municipalities.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
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 “RFP 2019-38” 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 Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, 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 PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD 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 FAIRFIELD.

QUESTIONS

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

Ms. Corinne M. Dyer, Buyer: CDyer@fairfieldct.org

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 Fairfield, 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.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield 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 Fairfield 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 Purchasing Authority.

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 Fairfield 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.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

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.

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.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
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Insurance Requirements

The selected Contractor shall at all times indemnify, defend and hold harmless the Municipalities and the officers, agents and employees thereof on account of and from any and all claims, damages, losses judgments, workers compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by: officers, agents and employees of the Municipality, or the Contractor, its employees, agents, subcontractor or materialmen or any other person, to the extent any such injuries or damages are caused or are alleged to have been caused in whole or in part by the acts, omissions or neglect of the Contractor, its employees, agents, subcontractors or materialmen. The Contractor further undertakes to reimburse the Municipality, for damage to their properties caused by the Contractor or the Contractor's employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by it or them. The existence of insurance shall in no way limit the scope of this indemnification.

At all times during the term of this bid, the Contractor shall, at its sole expense, procure and maintain the insurance described herein.

Comprehensive general liability with a broad form endorsement on all occurrence form in the amount of \$1,000,000 combined single limit (C.S.L.) including products and completed operations.

Automobile liability insurance in the amount of \$1,000,000 combined single limit (C.S.L.). This insurance shall include coverage for owned, non-owned, leased and/or hired vehicles

Worker's compensation insurance in accordance with Connecticut State Law. Employers' liability insurance in an amount of \$1,000,000 (C.S.L.) including products and completed operation

(If the Contractor self-insures, the contractor must provide a "Certificate of Solvency" issued by the State of Connecticut)

Excess liability following form of the underlying in an amount of \$4,000,000 (C.S.L.)

Existence of excess liability coverage may serve to satisfy underlying limits of automobile, employers and general liability where existing limits do not meet requirements above.

Contractor's equipment in an amount equal to actual cash value covering all owned, non-owned, leased and/or hired equipment.

Pollution Liability Insurance: 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. Specifically, coverage for Transporter's Pollution Liability and non-owned location liability should be included.

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

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 will be primary and non-contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. All insurance companies must be licensed by the State and have an A.M. Best's Rating of a A- VIII or better. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

All insurance companies shall name each Municipality, as additional insured. In the event that any policy carried by the successful Proposer is subject to a deductible or similar provision limiting coverage, any loss not reimbursed as a result thereof shall be borne solely by the successful proposer.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. 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 Fairfield. 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.

A minimum of 30 days written notice shall be provided to the appropriate Municipality in advance of any change, restrictive amendment, cancellation or non-renewal of any of the listed policies.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
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HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, 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.

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 Fairfield 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.

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 or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) 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 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 Authority 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 06-6001998.

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

No exemption certificates are required and none will be issued.