

**LEGAL NOTICE
REQUEST FOR PROPOSALS
FOR TOWNWIDE
TRASH COLLECTION SERVICES**

The Town of Ellington, acting through its Director of Public Works, is requesting proposals for the provision of trash collection services for all residential units of one to three families plus residential condominium units on a weekly basis with a five day work week within the entire area of the Town of Ellington. The successful independent contractor must provide all vehicles, equipment and manpower to perform the collection of both household trash and recyclables and bulky waste on an appointment basis but on the regular collection day and transport the collected material to a facility designated by the Director of Public Works, currently the CRRA transfer station, Sadds Mill Road, Ellington, Connecticut for trash and recyclables to the CRRA facility, Murphy Road, Hartford, Connecticut. The Contractor will bill and be paid monthly for its services. The Town will pay all tipping fees required by CRRA or the receiving facility. The contract term will begin July 1, 2008 while the proposer should define the minimum length of time required for its contract together with options to renew and the terms thereof. Currently residents have recyclable bins provided by the Town and residents provide their own trash containers not to exceed 70 pounds loaded.

Proposals should contemplate continuation of the existing hand transfer of material, but shall include an alternate proposal for automated transfer from curb to vehicle in which case the proposal must include both the cost per unit for collection service and the cost

and methodology for providing containers suitable for automated transfer of both household trash and single source collection of recyclables.

Proposers may obtain from the Department of Public Works, 21 Main Street, Ellington, Connecticut an information package to assist in developing its proposal which includes a copy of the existing solid waste ordinance, the number of residential units from which collection is currently made, insurance and financial requirements and a draft contract.

Proposals shall be due and filed with the Director of Public Works on or before 2:30 P.M., prevailing time, Monday, March 10, 2008.

All requests for additional information not included in the information packet must be made in writing to the Director of Public Works not later than February 28, 2008. Any response will be made in writing to all proposers who have obtained a packet.

The Director reserves the right to conduct an interview with any one or more, but not necessarily all, of the proposers in order to evaluate the proposal and the ability of the proposer to perform in a manner consistent with the service required by the taxpayers of Ellington.

TOWN OF ELLINGTON

By _____
Peter Michaud
Director of Public Works

PETER MICHAUD, DIRECTOR OF PUBLIC WORKS
21 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO PROPOSERS

1. **SPECIAL NOTICE TO PROPOSERS:**

A. The Proposal Documents comprise the following:

1. Legal Notice/Request for Proposals
2. Instruction to Proposers
3. Ellington Trash Ordinance
4. Current Number of Units for Serviced
5. Insurance Requirements
6. Proposal Bond
7. Non-collusion Affidavit
8. Draft Contract

2. **PROPOSAL FORM:**

A. All Proposals shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the Proposer.

B. Proposals submitted by all Proposers to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word **“PROPOSAL DOCUMENTS, TRASH COLLECTION SERVICES”** and the firm name and address of the Proposer.

C. All Proposers shall submit two sets of completely executed Proposal forms and documents which shall include: Proposal Form, Proposer's Qualification Statement, any additional information to explain or amplify the proposal.

D. The Town of Ellington, Connecticut may consider as informal any Proposal which contains any alteration or a departure from the Proposal Form hereto attached.

E. The contract will be based upon and require the services described according to the Contract Documents, together with all addenda thereto.

F. Each Proposal must be accompanied by a Proposal Bond in the amount of \$20,000.00 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut, or by Proposer's certified check made payable to the Town of Ellington.

3. TIME FOR RECEIVING PROPOSALS:

A. Proposals will be received by the Director of the Town of Ellington, Connecticut at the Public Works Office, 21 Main Street, Ellington, Connecticut until 2:30 P.M., prevailing time, on Monday, **March 10, 2008** at which time the Proposals will be publicly opened.

B. Proposals received prior to the time established herein for the receipt and opening of same, will be securely kept unopened. The Director whose duty it is to receive and open all Proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a Proposal not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any Proposal which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a Proposal. The same will be returned unopened.

D. Telegraphic or faxed Proposals will not be considered.

E. Proposers are cautioned to allow ample time for transmittal of Proposals by mail or otherwise.

4. WITHDRAWAL OF PROPOSALS BEFORE DATE OF PROPOSAL OPENING:

Any Proposal may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of Proposals. Fax number for the Director is (860) 870-3147.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any Proposer as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a Proposer and forwarded to the Director, 21 Main Street, Ellington, Connecticut 06029. No inquiry received after February 22, 2008 will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Proposal Package has been issued. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

Each Proposer shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any Proposer to examine any form, instrument, addendum or other document, shall in no way relieve said Proposer from any obligations with respect to his Proposal. No Proposer shall rely upon any oral representation of any person, town official, or employee concerning job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Proposers shall raise any such issues by written request under Paragraph 5 hereof. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

7. AWARD OF CONTRACT:

A. The Town expects to award the contract to the lowest responsible and eligible general Proposer complying with the conditions of the Contract Documents, provided that its Proposal is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within sixty (60) days after opening of Proposals. The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Town need not necessarily award the contract to the lowest Bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid.

B. The successful Proposer will be required to execute a contract with the Town of Ellington within fourteen (14) days following the Notice of Award in form substantially as attached.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in Proposals. Contractor must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Proposers should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverages specified in attachment to these instructions.

9.2 Performance Bond in the full amount of the proposal for one year based on the number of customers provided in the proposal package.

9.3 Corporate Resolution, or similar, authorizing execution of contract (Sample will be furnished to successful Proposer).

9.4 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing. (Sample will be furnished to successful Proposer).

10. INTERVIEWS:

The Director reserves the right to conduct interviews with as many of the Proposers as he finds appropriate which interviews may include other representatives of the Town, but the Director is not required to conduct an interview of every Proposer.

11. ATTACHMENTS: The following attachments are provided to assist the Proposer in evaluating the service required.

Ellington Solid Waste Ordinance
Insurance Requirements
Proposal Bond Form
Performance Bond Form
Number of residential units for solid waste collection
Number of residential units for recyclables
Proposal Form

TOWN OF ELLINGTON
PROPOSAL FORM

PROJECT: TRASH COLLECTION SERVICES

1. The undersigned, having familiarized himself with the Ordinance, RFP and any addenda, hereby proposes to furnish trash collection services and labor to collect all trash and recyclables in accordance with the Plans and Specifications by manual collection of trash, recyclables and bulky waste within the Town of Ellington, Connecticut as follows:

Total Price per household Unit for combined Trash and Recyclables	\$ _____
Total Price for Recyclables only	\$ _____

In the event Proposer is awarded the Primary Contract, Proposer will provide all of the labor and material to perform any or all of the following alternative work at the option of the Town of Ellington as follows:

2. In the event the Town were to choose to utilize automatic collection in a single container, the Proposer shall provide the following proposal:

	<u>Total Price</u>
(A) Price per Unit of collection	\$ _____
(B) If Proposer is to provide 90-gallon containers, price per container payable monthly for _____ years	\$ _____
(C) Additional containers to be provided during the three-year contract to be paid in the total amount per Unit payable monthly over the remaining life of the contract	\$ _____

3. Note: The Town may elect to purchase containers itself. Therefore, proposal should anticipate that the Town may accept only cost for service and eliminate purchase of units by Proposer. Town may also find it necessary to utilize manual collection initially and during the term of the contract change to the automated method. Timing would be negotiated and with a minimum of 90 days notice from Town to Contractor.

4. The undersigned agrees that, if within sixty (60) days after the opening of Proposals, notice of the acceptance of this Proposal shall be delivered to him at the business address given below, will within fourteen (14) days thereafter, execute a contract for the work.

5. In submitting this Proposal, it is understood that the right is reserved by the Town of Ellington to reject any or all Proposals, to waive any informalities, omissions, excess verbiage or technical defects in the Proposal, and the Town need not necessarily award the contract to the lowest Proposer if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another Proposal; and it is agreed that this Proposal may not be withdrawn for a period of ninety (90) days from the date of Proposal opening.

6. Attached hereto are the following:

6.1 Proposer's Qualification Statement (a statement generated by Proposer stating your experience and ability to perform if you are a successful Proposer).

6.2 Non-collusion Affidavit.

6.3 Proposal Bond with Surety equal to \$20,000

_____, 2008

Firm Name: _____

Proposer's Mailing Address:

By: _____

Title: _____

Proposer's Street Address, if different:

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

RE: TRASH COLLECTION SERVICES

This is to certify that in submitting this Proposal, PROPOSER represents that this Proposal is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposal; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or other OWNER; and the PROPOSER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the Proposal or award of the referenced contract.

DATED: _____, 2008.

PROPOSER:

By _____

SUBSCRIBED and sworn to
before me this ____ day
of _____, 2008.

Notary Public

PROPOSAL BOND

1. KNOW ALL MEN BY THESE PRESENTS, that

(insert full name and address or legal title of Contractor)

Proposer and Principal, is held and is firmly bound unto the Town of Ellington, 21 Main Street, Ellington, Connecticut 06029 as Obligee, hereinafter called the Town, in the sum of Twenty Thousand and 00/100 (20,000.00) Dollars, for the payment of which sum well and truly to be made, the said Proposer-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a Proposal for an Ellington Project entitled **“TRASH COLLECTION SERVICES”**;

3. NOW, THEREFORE, if the Town shall accept the Proposal of the Proposer-Principal and the Proposer-Principal shall enter into a Contract with the Town in accordance with the terms of such Proposal, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said Proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Proposer-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this _____ day of _____, 2008.

WITNESS:

PROPOSER-PRINCIPAL:

(Name of Proposer)

By _____

(Print Name and Title)

NAME OF SURETY COMPANY

By _____
TYPE NAME and AUTHORITY

NOTE: The Proposal Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Proposal Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall provide documentation at the time of execution of this Agreement, if not previously submitted, that the following coverage's and limits of liability are in effect for the time period of the Project through insurers licensed to do business in Connecticut:

A. Workers' Compensation.

1. State: Statutory Coverage
2. Employer's Liability: \$100,000.00

B. Comprehensive General Liability (including Premises and Operations; Independent Contractors' Protection; Products and Completion; Broad Form Property Damage, and Asbestos Liability):

1. Bodily Injury:
\$1,000,000.00 each occurrence;
\$1,000,000.00 available annual aggregate
2. Personal Injury with Employment Exclusion Deleted:
\$1,000,000.00 available annual aggregate
3. Property Damage:
\$1,000,000.00 each occurrence;
\$1,000,000.00 available annual aggregate

C. Comprehensive Automobile Liability:

1. \$1,000,000.00 each person
2. \$1,000,000.00 each accident

D. Contractual Liability:

1. Bodily Injury: \$1,000,000.00 each occurrence
2. Property Damage: \$1,000,000.00 available annual aggregate.

E. All policies shall name the Town as additional insureds.

F. All Sub-contractors on this Project shall carry the same coverages as required for the Contractor in A through E of this sub-section, and the Contractor shall determine that such coverage is in effect prior to allowing any Sub-contractor to commence work.