

REQUEST FOR PROPOSALS

RFP 2011-067

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM



TOWN OF STRATFORD

**2725 MAIN STREET
STRATFORD, CT 06615**

DATED: August 18th, 2011

PROPOSAL SUMMARY

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

SERVICE REQUIREMENTS

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

PROPOSAL REQUIREMENTS

Sealed proposals will be received until 3:00 p.m., September 7th, 2011 at the Town of Stratford, 2725 Main Street, Stratford, Connecticut, 06615. Attention: Mr. Michael Bonnar, Purchasing Agent.

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

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

Section 1 GENERAL PROJECT DESCRIPTION

1.1 General Service Requirements

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

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

1.2 Program Schedule

Household hazardous waste will be collected at a predetermined location within in the Town of Stratford during a weekend in the late fall of 2011 based on scheduling with the contractor.

1.3 Program Details

During the term of this RFP, one collection event will take place, including and limited to, the following options:

- Single-day collection.
- Weekend collection.

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

SECTION 2- CONTRACTOR RESPONSIBILITIES

2.1 Description of Services

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

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

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

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

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

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

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

2.2 Term of Service

The Contractor shall provide Services under this Agreement during the predetermined single day household waste collection program on a date that is determined by the Town of Stratford and the Contractor.

2.3 Contract Requirements

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

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

2.4 Performance Security

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

2.5 Receiving Facilities

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

SECTION 3 –TOWN OF STRATFORD'S RESPONSIBILITIES

3.1 Access to Facilities

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

3.2 Payment

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

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

3.3 Program Coordination

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

3.4 Promotional Support

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

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1. General Information and Requirements for Proposal Submission

Please note the following dates:

September 1, 2011	4:00 p.m.	Deadline Date For Submitting Written Questions
September 7, 2011	3:00 p.m.	Deadline For Proposal Submission
October 1, 2011		Commencement of Services

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

4.1.1 Pre-submission Proposal Inquiries

Only written questions will be accepted regarding this RFP. Written questions must be received by the Town of Stratford prior to 4:00 p.m., on September 1, 2011. The preferred method for submitting written questions is via electronic mail when possible. Written questions shall be submitted to:

Attention: Brian Carey
Environmental Conservation Administrator
550 Patterson Avenue
Stratford, CT 06615
Email:bcarey@townofstratford.com

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

4.1.2 Proposal Submission Deadline and Requirements

All proposals must be received no later than by 3:00 p.m. on September 7th, 2011. Bidders should mail their proposals to:

Attention: Michael Bonnar
Purchasing Agent
2725 Main Street, Room 202
Stratford, Connecticut 06615.

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

4.1.3 Number of Proposal Copies

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

4.1.4. Acceptance of Proposals

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

4.1.5 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. By submitting a proposal, each Proposer expressly waives

any claim(s) that such Proposer or any of its successors and/or assigns has or may have against the Town of Stratford or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

4.1.6 Evaluation Criteria

The Town of Stratford will evaluate the proposals on cost, acceptability of proposed business terms and conditions, the proven ability of each Proposer to perform the requested service and any other factor or criterion that the Town of Stratford may deem relevant or pertinent for its evaluation of such proposals. The award of the contract for the service will be made, if at all, to the Proposer whose evaluation by the Town of Stratford results in the Town of Stratford determining that such award to such Proposer is in the best of interests of the Town of Stratford. However, the selection of a Proposer and the execution of a service agreement, while anticipated, are not guaranteed. The Town of Stratford reserves the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFP, if such rejection or waiver is deemed in the best interests of the Town of Stratford. Neither Town of Stratford nor any of their officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

4.1.7 Additional Rights of the Town of Stratford

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

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

4.1.8 Proposer's Representations

Each Proposer submitting a proposal represents that:

1. The RFP and attached documents have been read and are understood by Proposer, and the proposal is made in accordance therewith.
2. The proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
2. Proposer has given the Town of Stratford written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in

this RFP and the attached documents, and the written resolutions thereof by the Town of Stratford are acceptable to Proposer.

4. Proposer has no contracts, agreements, or other obligations that would interfere with or prevent its performance of the services set forth in the RFP.

4.2 Proposal Format and Content

Proposals shall be organized and contain the following items:

Part 1 - Letter of Transmittal

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

Part 2 - Pricing Form

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

Part 3 - Components of Service

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

Part 4 - Handling/Safety Precautions

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

Part 5 - Marketing Plan/Summary Report

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

Part 6 - Company Background

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

Part 7 - Security Commitment

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

Part 8 - Non-collusion Certification

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

Part 9 - Waiver of Damages Form

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

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

PROPOSAL FORM 1 – PRICING

Name of Proposer: _____

Pricing Coverage Period: October 1st, 2011 to October 1st, 2012

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

Pricing Cap

(Words & Numbers): Pricing Cap Offered, As Follows:
Place check where applicable _____

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers): Revenue Sharing Offered, As Follows:
Place check where applicable _____

No Revenue Sharing Offered

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

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

Signature of Authorized Official: _____

Typed Name: _____

Title: _____

Date: _____

PROPOSAL FORM 2 – COMPONENTS OF SERVICE

A. EQUIPMENT

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

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

Other Equipment:

B. SERVICE QUANTITY

One-Day Collections (Words & Numbers):

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

-
- No limit on number of One-Day collections

C. LABOR PROVIDED

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

D. ACCEPTABLE HOUSEHOLD HAZARDOUS WASTE

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

- Paint (Oil Based) And Primers
- Paint Solvents (Cleaners & Thinners) And Glue Solvents
- Wood Preservatives And Cutting Oil
- Photographic Chemicals
- Pool Chemicals
- Fungicide, Herbicide, Insecticide, Bug Spray, And Poisons
- Gasoline, Kerosene, Diesel Fuel, Lighter Fluid, And Other Fuels

- Automatic Transmission Fluid, Car Wax, Antifreeze, And Break Fluid
- Floor Care Products, Furniture Polish, And Metal Polish
- Mothballs

Other inclusions:

PROPOSAL FORM 3 – HANDLING/SAFETY PRECAUTIONS

A. HANDLING/STORAGE PLAN

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

B. SAFETY PRECAUTIONS

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

C. WASTE HANDLING/DISPOSAL

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

PROPOSAL FORM 4 – PLAN/SUMMARY REPORT

A. MARKETING PLAN

Proposer is responsible for the proper disposal of household hazardous waste collected. Describe your disposal plan.

B. SUMMARY REPORT

Proposer must provide an itemization of all household hazardous waste of all items collected and must also include their disposal sites.

Required Date of Submission: Thirty (30) days from the completion of the final pick-up of household hazardous waste collected under this contract.

Proposal Form 5

PROPOSER'S BACKGROUND QUESTIONNAIRE

**PROPOSER'S BACKGROUND
QUESTIONNAIRE**

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

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

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

If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.

Proposal Form 6

NON-COLLUSION CERTIFICATION

NON-COLLUSION CERTIFICATE

TOWN OF STRATFORD HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

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

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

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

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

State of

[Redacted]

County of

[Redacted]

being fully sworn, deposes and says that he is the

[Redacted]

of

[Redacted]

, the

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

Sworn to before me this

[Redacted]

day of

[Redacted]

, 200

[Redacted]

[Redacted]

Notary Public/Commissioner of the Superior Court

Proposal Form 7

WAIVER OF DAMAGES FORM

WAIVER OF DAMAGES FORM

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

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

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

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