

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following :

RFP DUE DATE: March 5, 2009

RFP DUE TIME: 11:00 AM

RFP ITEM: Solid Waste pick up & disposal, Town and BOE locations

RFP NUMBER: 09-18

Terms and conditions as well as the description of items being bid are stated in the specifications.
Specifications may be obtained at the following address:

**Town Of Ridgefield
Jerry Gay
400 Main Street
Ridgefield, CT. 06877
203 - 431 - 2720**

Or at the Town website www.ridgefieldct.org under Departments, Purchasing, Bid Notices

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
RFP NUMBER: 09-18
400 MAIN STREET
RIDGEFIELD, CT. 06877**

Proposals must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. **For further information**, please call **Jerry Gay at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org**

Proposal results may be viewed at www.ridgefieldct.org in the Purchasing Section under Departments

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMAN

INSTRUCTIONS TO BIDDERS

1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectman of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance, if required, for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified**.

Please Note : Certificates of Insurance, if required, **MUST** name the Town of Ridgefield as "**Additional Insured**". Failure to do so may mean disqualification from the Bid/RFP.

APPENDIX - HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their

hand and seal this the _____
Date

Printed Company Business Name

Signed, Sealed and Delivered in the
Presence of:

Signed:

Notary Public

Printed Name

CERTIFICATE OF INSURANCE Requirements

INSTRUCTIONS –

The Town of Ridgefield requires the same limits and conditions as HRRA for this contract.

- A. Agent's / Broker's name and address.
- B. Your business name and address.
- C. Name of insurance companies issuing your policies, which companies must meet the requirements set forth in the Procedures.
- D. The minimum insurance coverage you must carry is either Option 1 or Option 2 below:

Option 1

- **Comprehensive General Liability** insurance with a broad form endorsement, a minimum combined single limit coverage for bodily injury and property damage of not less than one million (\$1,000,000.00) dollars on a per occurrence basis and an aggregate of at least two million (\$2,000,000) dollars; and
- **Automobile Liability** insurance covering **all owned, non-owned or hired vehicles** with a minimum combined single limit coverage of not less than one million (\$1,000,000.00) dollars on a per occurrence basis; and
- **Workers' Compensation Insurance** in such amounts as required by Connecticut law or certificate of self-insurance issued by the State of Connecticut's Board of Compensation Commissioners pursuant to Section 31-284 of the Connecticut General Statutes; and
- **Employer's Liability Insurance** with a minimum combined single limit coverage of not less than five hundred thousand (\$500,000.00) dollars.

Option 2

- **Umbrella /Excess Liability Insurance** with coverage of one million (\$1,000,000.00) dollars per occurrence, underlying both general liability and automobile liability insurances; and
- **Comprehensive General Liability** insurance with a broad form endorsement, a minimum combined single limit coverage for bodily injury and property damage of not less than five hundred thousand (\$500,000.00) dollars on a per occurrence basis and an aggregate of at least one million (\$1,000,000) dollars; and
- **Automobile Liability** insurance covering **all owned, non-owned or hired vehicles** with a minimum combined single limit coverage of not less than five hundred thousand (\$500,000.00) dollars on a per occurrence basis; and
- **Workers' Compensation Insurance** in such amounts as required by Connecticut law or certificate of self-insurance issued by the State of Connecticut's Board of Compensation Commissioners pursuant to Section 31-284 of the Connecticut General Statutes; and
- **Employer's Liability Insurance** with a minimum combined single limit coverage of not less than one hundred thousand (\$100,000.00) dollars.

- E. HRRRA and Town of Ridgefield must be listed as additional insured's on all policies except those for workers' compensation and employer's liability insurance.
- F. HRRRA & Town of Ridgefield must receive notice at least 30 days prior to cancellation of insurance policies.
- G. HRRRA and Town of Ridgefield must have the original certificate bearing the original signature.
- H. HRRRA's name and address must appear as follows:

Housatonic Resources Recovery Authority
Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

Town of Ridgefield's name and address must appear as follows :

Town of Ridgefield and Board of Education
400 Main Street
Ridgefield, CT 06877

Town of Ridgefield
RFP 09-18, Due March 5, 2009 at 11am
Solid Waste Pick Up detail specifications

The Town of Ridgefield is requesting sealed proposals for providing solid waste pick up and disposal for all Town of Ridgefield locations, including Board of Education (BOE) as per the attached schedule.

Attached is a current listing of all locations needing this service with size of the containers, usage type (cardboard or trash) and number of pickups per week. The contractor shall furnish all containers and vehicles necessary to provide the services requested. Many locations will require the use of locking containers. These shall be provided at no extra charge and will be identified at the time of award.

Please note that there may be special requirements as to pickup times, particularly at School locations. These will be communicated to the successful vendor. Also be aware there is a Town noise control ordinance that will have to be followed by the successful vendor.

The attached listing may be used as a price submission sheet. The Town requires that vendors submit individual monthly prices for each container and location. Prices that can not be read, may cause the proposal to be rejected. Lump sum pricing for the entire contract shall be deemed as "Non Responsive" and shall not be considered. Proposal pricing will be compared on the total yearly costs for all accounts based upon the attached listing.

It is possible that very low usage situations may allow for containers smaller than 2yds. Please submit prices for containers smaller than 2yds, assuming 1 pickup per week. It is expected these would be trash barrels. This pricing shall NOT be considered in calculating the total price for proposal comparisons & is informational only.

The vendor shall keep the containers clean by steam cleaning as needed or as requested by Town or BOE. Vendors shall maintain containers in good working condition and shall repair or exchange containers that are not in good working condition at the request of the Town or BOE.

The BOE will require daily trash pick-ups for all six elementary school locations for the last five days of school in June. This will be two additional pickups for all the elementary school locations except for Barlow School, where it will mean three extra pickups. The BOE office will call the vendor each year, once the actual last five days of school are definitively known, to schedule the additional pickups. These extra pickups shall be part of the base contract price charged for those locations.

The Town shall be able to designate up to three community events each year for which the vendor shall provide an extra pick up and disposal service without extra charge.

Vendors shall be responsible for all appropriate permits, costs and tipping fees.

Ridgefield is part of the Housatonic Resources Recovery Authority (HRRA) (HRRA.org) and vendors shall submit a copy of their current HRRA permit with their proposal.

The successful bidder shall tip all waste collected at the Ridgefield transfer station as per Ridgefield's contract with HRRA. The Town & BOE reserves the right to redirect selected waste to other facilities as environmentally friendly options for selected waste become a viable and preferred option for the Town, BOE and HRRA.

Please note that all Cardboard dumpster contents **MUST** be segregated and brought to the Ridgefield Recycling Center at 55 South Street for processing. Other recycling items are dealt with internally under an arrangement with Hudson Baylor at this time.

The BOE shall be invoiced separately for all the BOE accounts. The Town shall be invoiced for the remaining locations with the Teen Barn and WPCA location listed separately from the rest on the invoice. Adjustments to the basic static monthly fee shall be line itemized with a description of the change, the location of the change and the amount of the adjustment listed on the invoice, for the month the price adjustment first occurs.

If escalator indexes are to be used after the initial pricing, vendors shall describe fully and clearly how they would be implemented and what indexes would be used. Please state how many years the initial prices submitted would be held stable, prior to any possible adjustment.

Vendors shall include any sample contracts and other documents or agreements that they would expect the Town to enter into, for our review. It is anticipated the Town will enter into an initial 3-5 year contract with options to extend. This contract will start May 1, 2009. If vendors are changed, the Town anticipates a smooth transition of the removal of the old containers while bringing in the new ones. It is hoped that the award may be made by the first week of April.

Vendors in contention will need to provide access to their company's financial documents. Audit reports would be preferred. Please note that Connecticut Freedom of Information laws require that all documents received by the Town are public documents available to anyone upon the proper request. The Town of Ridgefield will fully comply with all aspects of the FOI laws and regulations. Vendors that are in contention will be contacted for this information, if not submitted with their proposal. Vendors should supply their D&B numbers, if they have them, for reports from that agency. The Town reserves the right to request a detailed inventory of all equipment and vehicles, including the age of same. The Town may wish to inspect equipment and vehicles prior to an award.

Vendors should submit a brief history of their company and **SHALL** provide the names, addresses and contact information for anyone holding a 5% or more ownership interest in the company. Subsidiaries shall provide information as to the parent or holding companies. Vendors **SHALL** submit a notarized affidavit attesting that none of the owners or key management employees has ever been investigated, arrested and/or convicted for racketeering or any other crime involving the solid waste business anywhere in the United States. The signatory of the affidavit shall certify that they have the authority to sign such an affidavit and shall list their name and title and position with the company. Vendors **SHALL** disclose any environmental or other violations or warnings of possible violations issued by HRRA and/or DEP or DEC in New York in the past ten years. The Town reserves the right to terminate the contract without prejudice at any time if an owner or key employee in the company is convicted of such a crime or for non-disclosure for any possible violations as described above or for violations issued while the contract is in force.

Vendors shall submit a minimum of 3 references of similar sized contracts, municipalities strongly preferred with Connecticut Municipalities desired.

The winning Vendor shall maintain insurance as per the attached Town & HRRA requirements, naming the Town as Additional Insured, and shall submit proof of insurance on a yearly basis. The Town does not need a copy of any certificates issued to HRRA. The successful Vendor shall maintain the companies registration with the Town of Ridgefield in addition to maintaining its permitting with HRRA, for the life of the contract.

Questions shall be submitted to Purchasing Director Jerry Gay at 203-431-2720 or purchasing@ridgefieldct.org

It is incumbent on the vendors to check back to either the Town web page, DAS Portal or with the Purchasing Department for any possible addendums.

The Board of Selectman will make the final determination as to which proposal is in the best interests of the Town. Proposals will be assessed against each other and also against our current cost structure. Although price will be a dominating factor in making the award, some other factors such as firm size, expertise, years in business, ability to handle the account and quality of ownership may be considered.

TOWN of RIDGEFIELD
SOLID WASTE SUMMARY
RFP 09-18, Due 3/5/09

LOCATION	NUMBER				Mnthly cost
	Containers	Yards	Commodity	Weekly	

BOARD of EDUCATION: Invoiced separately

\$\$ Cost

RIDGEFIELD HIGH SCHOOL	2	6	TRASH	5X
700 North Street	1	6	CARDBOARD	2X
	1	2	TRASH	2X
TIGER HOLLOW Sports Complex	1	6	TRASH	1X
700 North Street				
EAST RIDGE MIDDLE SCHOOL	2	6	TRASH	5X
10 East Ridge Rd	1	6	CARDBOARD	1X
SCOTTS RIDGE MIDDLE SCHOOL	1	6	TRASH	5X
750 North Salem Rd	1	6	CARDBOARD	2X
VETERANS PARK ELEMENT. SCHOOL	1	6	TRASH	3X
8 Governor Street	1	4	CARDBOARD	1X
FARMINGVILLE ELEMENTARY SCHOOL	1	6	TRASH	3X
324 Farmingville Rd	1	4	CARDBOARD	1X
BRANCHVILLE ELEMENTARY SCHOOL	1	6	TRASH	3X
40 Florida Rd	1	4	CARDBOARD	1X
RIDGEBURY ELEMENTARY SCHOOL	1	6	TRASH	3X
112 Bennett's Farm Rd	1	4	CARDBOARD	1X
SCOTLAND ELEMENTARY SCHOOL	1	6	TRASH	3X
111 Barlow Mountain Rd	1	4	CARDBOARD	1X
BARLOW MOUNTAIN ELEMENT. SCHOOL	1	4	TRASH	2X
115 Barlow Mountain Rd	1	2	CARDBOARD	2X
	1	6	TRASH	3X
	1	4	CARDBOARD	1X
BOARD of EDUCATION	1	4	TRASH	1X
70 Prospect St	1	4	CARDBOARD	1X

BOE TOTAL

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<u>TOWN FACILITIES: Invoiced separately</u>	<u>Containers</u>	<u>Yards</u>	<u>Commodity</u>	<u>Weekly</u>	<u>\$\$ Cost</u>
TOWN GARAGE, 60 South St	1	4	TRASH	1X	
RECREATION CENTER, 195 Danbury Rd	1	4	TRASH	2X	
	1	2	CARDBOARD	1X	
TOWN HALL, 400 Main St	1	4	TRASH	1X	
	1	4	CARDBOARD	1X	
FIRE DEPARTMENT, 6 Catoonah St	1	4	TRASH	1X	
	1	2	CARDBOARD	1X	
POLICE DEPARTMENT, 76 East Ridge	1	4	TRASH	1X	
	1	2	CARDBOARD	1X	
MARTIN PARK (SEASONAL, May-Sept) Great Pond Road	1	6	TRASH	1X	
GOLF COURSE, 545 Ridgebury Rd	1	8	TRASH	1X	
RIDGEBURY FIRE HOUSE 169 Old Stagecoach Road	1	2	TRASH	1X	

Town TOTAL

-

TOWN & BOARD of EDUCATION

GRAND TOTAL

-

Separate listing required for invoicing :

TEEN BARN, 10 Governor Ave	1	2 or less	TRASH	1X	
WPCA / Aquarian - Waste Water plant 22 South Street	1	6	TRASH	1X	

Total Monthly Costs -

-

Total Yearly Costs

-

Additional pricing for large barrels at selected locations

<u>Description, list size of container</u>	<u>Container</u>	<u>Size</u>	<u>Type</u>	<u>Weekly</u>	<u>Monthly Cost</u>
Teen Barn -	1		Trash	1X	
Alternative High School -	1		Trash	1X	