

**TOWN OF ENFIELD, CONNECTICUT
REQUEST FOR PROPOSALS**

REFUSE AND RESOURCE MANAGEMENT

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCK

September 13, 2019

Sealed proposals for the service named above will be received at the Office of the Director of Finance until 11:00 a.m., Wednesday, September 25, 2019. Thereafter, proposals will be opened in public and read aloud.

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, www.enfield-ct.gov.

The Town of Enfield reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities and to award the proposal deemed to be in the best interests of the Town.

John A. Wilcox, Director of Finance
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT
STANDARD INSTRUCTIONS TO PROPOSERS**

HIGHWAY DIVISION

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCK

1. INTRODUCTION

The Town of Enfield is soliciting proposals for the above-named service. If there are any conflicts between the instructions in these Standard Instructions to Proposers and any other proposal document(s), these Standard Instructions to Proposers shall prevail.

2. KEY EVENT DATES

| | |
|--|---|
| Advertisement of Request for Proposals | September 13, 2019 |
| Public Proposal Opening | 11:00 a.m., Wednesday, September 25, 2019 |
| Proposal Awarded (Not Definite) | September 26, 2019 |
| Delivery Date On or Before | October 25, 2019 |

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website.

4. PROPOSAL SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all proposals must be submitted in a sealed envelope clearly marked "Rental of One (1) Rear-Loading Refuse Collection Truck". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082." Proposals must be at the Office of the Director of Finance by the time of the Public Proposal Opening date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first proposal is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Proposal Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposal(s) are opened. Proposers may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.

STANDARD INSTRUCTIONS TO PROPOSERS (continued)

- E. Proposals must be signed by an authorized person representing the legal entity of the Proposer.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the proposal form, or written on the proposal form.

5. PRESUMPTION OF PROPOSER BEING FULLY INFORMED

At the time the first proposal is opened, each Proposer is presumed to have read and be thoroughly familiar with all proposal and contract documents for this project. Failure or omission of the Proposer to receive or examine any information shall in no way relieve any Proposer from obligations with respect to their proposal.

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

7. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Proposers shall avail themselves of these exemptions.

8. INSURANCE

The firm(s) awarded this proposal must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. Minimum General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- C. Minimum Excess Umbrella liability, \$1,000,000 each occurrence/\$1,000,000 general aggregate.

9. WARRANTY

Successful contractor shall provide a replacement rental vehicle within seven (7) calendar days of being notified by the Town if, due to no fault of the Town, the unit initially provided becomes unusable because of equipment failure. Credit of 1/7th of weekly rental shall be applied to the Town of Enfield for the unusable unit per day.

10. FAIR EMPLOYMENT PRACTICES

The proposer agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other conditions proscribed by State or Federal law

STANDARD INSTRUCTIONS TO PROPOSERS (continued)

11. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town of Enfield intends to enter into a contract with the successful vendor. The contract will include and incorporate the provisions of this Request for Proposals, including the Standard Instructions to Proposers, the Technical Specifications and the Proposal Form submitted by the successful vendor. In the event of any conflict between the Request for Proposal documents and the successful vendor's Proposal Form, the Request for Proposal documents shall prevail.

12. AWARDING THE PROPOSAL

The Town of Enfield reserves the right to accept or reject, any, all or any part of proposals, to waive formalities or informalities and to award the proposal deemed to be in the best interests of the Town.

It is the Town's policy to not award proposals to those who owe Town of Enfield prior year(s) property taxes.

The "Proposal Awarded" date in Section 2 titled Key Event Dates is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.

13. HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

14. MODIFICATIONS AND ADDENDA

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.enfield-ct.gov. Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

15. TERM OF CONTRACT

The contract period shall be for approximately five (5) weeks, commencing on October 25, 2019.

END OF STANDARD INSTRUCTION TO PROPOSER

**TOWN OF ENFIELD, CONNECTICUT
TECHNICAL SPECIFICATIONS**

HIGHWAY DIVISION

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCKS

INTENT

It is the intent of this specification to provide for approximately five (5) weeks' rental of one (1) Rear-Loading Refuse Collection Truck designed for refuse, yard waste and recycling collection and having a capacity of at least 25 cubic yards. Rental period shall begin October 25, 2019.

In comparing proposals, consideration will not be confined to price only. The successful proposer will be one whose product is judged to best serve the interests of the Town when standardization, price, product, safety, quality and delivery are considered. The Town of Enfield reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. The RFP will be awarded to the proposer submitting a proposal that most closely meets the requirements of this specification.

GENERAL

The specification herein states the minimum requirements of the Town. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Town of Enfield will consider as "irregular" or "non-responsive" any proposal not prepared and submitted in accordance with the RFP document and specification, or any proposal lacking sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification.

It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification (COMPLY: YES/NO/or alternate) will cause the Proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specifications will be cause for rejection.

TECHNICAL SPECIFICATIONS (continued)

| <u>SPECIFICATIONS</u> | COMPLY | | |
|--|---------------|-----------|---------------------|
| | YES | NO | or alternate |
| Low entry Cab | _____ | _____ | _____ |
| Right-Hand Drive | _____ | _____ | _____ |
| Minimum 25 cubic yard with 18,000 lb. payload while meeting axle load requirements of the State of Connecticut | _____ | _____ | _____ |
| Mechanical cart tipper capable of tipping 32 through 96 gallon Toter style refuse containers with two tipping mechanisms | _____ | _____ | _____ |
| Tailgate seal and at least 14” vertically up sides | _____ | _____ | _____ |
| At minimum, will lift 350 lb. at arm maximum extension | _____ | _____ | _____ |
| Cart tipper mechanism maximum cycle time 9 seconds | _____ | _____ | _____ |
| Operation of Cart tipper does not interfere with packing operation | _____ | _____ | _____ |
| Meets all ANSI Z-245.1 Safety Standards | _____ | _____ | _____ |
| Meets minimum Federal standards 49 CFR Subtitle B Chapter III Subchapter B Appendix G | _____ | _____ | _____ |

TECHNICAL SPECIFICATIONS (continued)

DELIVERY

COMPLY
YES NO or alternate

Refuse truck shall be delivered to the Town of Enfield in operating condition before October 25, 2019.

Acceptance shall be subject to the inspection and approval of the Town.

Proposer shall state below the delivery time after receipt of order:

REFERENCES

Proposer shall state below the length of time they have been in service as an authorized dealer for the product being proposed:

QUALITY

YES NO

Refuse truck chassis and refuse body shall be manufactured by companies with a registered standard no less than ISO 9001.

MAINTENANCE AND REPAIRS

The Town of Enfield shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of equipment, including but not limited to: checking of equipment before each shift; supplying fuel, oil and coolant; checking cooling system (engine only); checking tire pressures and battery fluid and charge levels at least weekly. If equipment fails to operate properly or needs repair, the Town of Enfield shall immediately cease using and notify the contractor forthwith. Upon such notice, the contractor shall replace the vehicle per the provisions of the Standard Instructions to Proposers, Section 9, Warranty. The Town of Enfield shall not permit any repairs to the vehicle without contractor's consent. The Town of Enfield shall not make any alterations, additions, or improvements to the vehicle, without the prior written consent of the contractor. All alterations, additions and improvements made to the vehicle with the consent of the contractor shall belong to and become the property of the contractor upon the expiration or termination of this agreement.

**TOWN OF ENFIELD, CONNECTICUT
PROPOSAL FORM**

HIGHWAY DIVISION

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCKS

[PROPOSAL FORM REQUIRED RESPONSES]

Contractor will furnish product to RFP specifications for the total price proposed below. Proposal price shall be based upon 1) cost for delivery to and pick up from the Town of Enfield Department of Public Works, 40 Moody Rd, Enfield, CT, 06082, and 2) a weekly rental charge. Each charge should be listed separately below. The Town will not consider proposals that do not include delivery and pick up by the vendor.

THE TOWN OF ENFIELD RESERVES THE RIGHT TO EXTEND OR SHORTEN THE RENTAL PERIOD BY WHOLE WEEK INTERVALS AS NEEDED.

TO RENT: ONE (1) REAR-LOADING REFUSE TRUCKS OR NEAREST EQUIVALENT

(specify in space provided below)

Unit 1: Low entry cab _____ Right Hand Drive_____

Price per week: \$ _____

Unit 2 (if needed): Low entry cab _____ Right Hand Drive_____

Unit Price per week (2nd truck, if needed): \$ _____

Delivery and Pick up Charge (1 unit, delivered and picked up):

\$ _____ (price includes BOTH delivery and pickup)

Delivery and Pick up Charge (2nd truck, if needed):

\$ _____ (price includes BOTH delivery and pickup)

PROPOSAL FORM (continued)

RENTAL OF ONE (1) REFUSE TRUCKS QUOTED IN THIS PROPOSAL SUBMISSION:

| YEAR | MAKE | MODEL | TYPE |
|------|------|-------|------|
|------|------|-------|------|

(2nd truck, if needed)

| YEAR | MAKE | MODEL | TYPE |
|------|------|-------|------|
|------|------|-------|------|

PROPOSAL FORM (continued)

TOWN OF ENFIELD, CONNECTICUT

HIGHWAY DIVISION

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCK

[PROPOSAL FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this proposal.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

Facsimile Number

Email

END OF PROPOSAL FORM

SAMPLE

AGREEMENT BY AND BETWEEN

THE TOWN OF ENFIELD AND _____

RENTAL OF ONE (1) REAR-LOADING REFUSE COLLECTION TRUCK

This Agreement is made this _____ day of _____, 2019 by and between the Town of Enfield, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal office at 820 Enfield Street, Enfield, Connecticut 06082 (hereinafter referred to as the “Town”) and _____, a Connecticut (corporation/limited liability company/partnership) located at _____, _____, Connecticut 06____ (hereinafter referred to as “Vendor”).

The Town and Vendor enter into this Agreement whereby the Vendor shall provide to the Town the rental of one (1) rear-loading refuse collection truck.

The term of this Agreement shall commence on the date set forth above and shall continue for the period set forth in the Request for Proposals referenced below.

The terms and conditions of this Agreement are set forth in the following documents that are attached and made a part hereto and are incorporated by reference:

1. Request for Proposals entitled “Rental of One (1) Rear-Loading Refuse Truck”;
2. The Standard Instructions entitled “Rental of One (1) Rear-Loading Refuse Truck”;
3. Technical Specifications entitled “Rental of One (1) Rear-Loading Refuse Truck”; and
4. Proposal entitled “Rental of One (1) Rear-Loading Refuse Truck”.

The Town may terminate this Agreement for convenience.

This Agreement cannot be altered, modified, amended or revised except by an instrument in writing signed by the Town and Vendor.

This Agreement shall be governed by the law of the State of Connecticut.

Vendor Name

Town of Enfield

By: _____

By: _____

Christopher W. Bromson, Town Manager