



Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092
Phone (860) 658-3222 Fax (860) 408-5416 E-mail troy@simsbury-ct.gov

~ Thomas J. Roy, P.E. – Director of Public Works ~

LEGAL NOTICE REQUEST FOR PROPOSALS

The Town of Simsbury is accepting sealed proposals from individuals or firms for the full operating responsibilities, including supplying all labor, materials and equipment for the operation of the Bulky Waste and Recycling Transfer Facility at 66 Wolcott Road in Simsbury. A complete bid package is available on line at: <https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

Inspection of the site is by appointment only and should be arranged through the Town of Simsbury Public Works Department at (860)658-3222.

To be considered, sealed proposals labeled “Bulky Waste and Recycling Transfer Facility Operations” shall be received by the office of the Finance Director, 933 Hopmeadow Street, Simsbury, CT 06070 no later than 10:00am on Tuesday June 4, 2019.

Thank you,

A handwritten signature in black ink that reads "Thomas J. Roy". The signature is written in a cursive style.

Thomas J. Roy, PE
Director of Public Works

REQUEST FOR PROPOSAL
FOR
BULKY WASTE TRANSFER FACILITY OPERATIONS
66 WOLCOTT ROAD
SIMSBURY, CONNECTICUT
MAY 2019

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1.0 GENERAL INFORMATION

The Town of Simsbury is accepting sealed proposals for the operation of a Bulky Waste Transfer Facility on Town property located at 66 Wolcott Road, Simsbury, CT. The selected **Operator** must be prepared to take over all operations on August 1, 2019.

The **Operator** shall be required to receive bulky waste and MSW reject items and transfer that waste to an approved licensed disposal facility. Waste shall be accepted from, at least, the classes of vehicle types, as described in the Request for Proposal. The **Operator** may process clean lumber, brush, logs, and stumps on site, with a detailed program to dispose of the processed wood materials. The **Operator** may earn and retain any revenue from the sale of scrap metal and used motor oil.

The **Operator** shall pay the utility companies for all utility services at the site; utility accounts will be transferred to the **Operator**. The **Operator** may use Town owned buildings or portions of the buildings, as agreed upon by the Town.

The Town shall continue to operate a recycling operation for loose and bagged leaves. While the Town, or its contractor, will be responsible for these recycling operations, the **Operator** shall arrange its operations in a cooperative manner with the Town so as not to interfere with recycling operations.

The Town reserves the right to dispose of clean fill, road sweepings, scrap metal, brush/logs, and wood chips at the site, at its convenience and at no cost. The Town will pay its share of any chipping cost for Town delivered materials. The Town will handle all on-site fill, sweepings, and leaves.

The Town may dispose of small quantities (not to exceed 1 ton/month) of bulky waste and MSW reject items at the **Operator's facility**, at no charge to the Town. The Swap Shack operated by Town volunteers may dispose of up to three cubic yards of materials per month at no cost.

Inspection of the site may be arranged by contacting Thomas J. Roy, P.E., Director of Public Works, at (860)658-3222. Please note that all equipment on site is owned by the current operator, including the compactor. Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works by fax (860) 408-5416, or by mail to the Department of Public Works, 933 Hopmeadow Street, Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of proposals. No oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective proposers. Such addenda will become part of this Request for Proposals and the resulting contract. At least two (2) days prior to the receipt of proposals, the Town will post a copy of any addenda to its website, located at:

<https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each Respondent to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No prospective **Operator** may withdraw a Proposal within 30 days after the actual date of the opening thereof.

The Town of Simsbury reserves the right to waive any informality in or to reject any or all Proposals or to accept any Proposal which, in their opinion, is in the best interest of the Town of Simsbury whether or not such proposal has the lowest fee schedule. The Contractor must be responsible and qualified and have previously done work of a similar nature.

The Town may make such investigations as it deems necessary to determine the ability of the Prospective **Operator** to perform the work, and the Prospective **Operator** shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Prospective **Operator** fails to satisfy the Town that such Prospective **Operator** is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

The **Operator** shall within ten (10) days after the receipt of the Agreement furnish the Town with a Performance Bond in the amount of \$100,000 (one hundred thousand dollars), conditioned upon the performance by the **Operator** of all undertakings, covenants, terms, and conditions of the Agreement. Such BONDS shall be executed by the **Operator** and shall be in a form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the **Operator**. If at any time a surety or any such bond is declared as bankrupt or loses its right to do business in the State in which the WORK is to be performed or is removed from the list of surety companies accepted on Federal Bonds, **Operator** shall within ten (10) days after notice from the Town to do so, substitute an acceptable Bond (or Bonds) in such form and sum as may be satisfactory to the Town. The premiums on such Bond shall be paid by the **Operator**. If the **Operator** fails to provide or maintain adequate bonding, the agreement will be considered abandoned.

The **Operator** will indemnify and hold harmless the Town and their agents and employees from and against all Claims, Damage, Loss, or Expense including Attorney's fees arising out of or resulting from the performance of the Work, provided that any such Claims, Damage, Loss, or Expense is attributed to Bodily Injury, Sickness, Disease, or Death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of

the **Operator** and **Subcontractor**, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Town or any of their agents or employees, by any employee of the **Operator** or **Subcontractor**, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Operator** or any **Subcontractor** under Workman's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The Town, within ten (10) days of receipt of the acceptable Insurance Certificates, Performance Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the **Operator** may, with **WRITTEN NOTICE**, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Agreement contains the provisions required for the operation of the Facility. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the **Operator** or relieve them from fulfilling any of the conditions of the Agreement.

The **Operator** shall supply the names and address of major Suppliers, Subcontractors and disposal facilities when requested to do so by the Town.

The **Operator's** attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over operations of the facility shall apply, and they will be deemed to be included in the Agreement the same as though herein written out in full. The Operator shall comply with all provisions of the Connecticut DEEP permit for the operation of this facility DEEP Permit No. 1280909-PO.

The Contractor shall be responsible for any applicable Connecticut State or Federal Taxes, as may apply to the operations.

The information contained in this RFP was compiled from various sources. It shall be the responsibility of the prospective **Operator** to ascertain the accuracy of the information as it may relate to specific proposals. The Town of Simsbury shall not be responsible for inaccurate information.

2.0 SUBMISSION REQUIREMENTS

A sealed Proposal must be submitted on or before **Tuesday, June 4, 2019** to:

Ms. Amy Meriwether, Finance Director
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070-0495

Each Proposal must contain the following:

1. **Principals** -The names, addresses and qualification credentials of the prospective **Operator** (individuals and all officers for that company and subcontractors).
2. **Experience** - List of similar operations, including name of facility, location, contact person and telephone number.
3. **Fee Schedule** - A fee schedule shall be submitted for, at least, the following classes of vehicles and/or items. Fees may be based on vehicle type, size of load, or weight of load.
 - a. Automobile, station wagon, large SUV and passenger mini van
 - b. Small pickup truck (6' long body) and 2-wheel light trailer
 - c. Large pick-up truck (8' long body) and tag-along trailers
 - d. Tires
 - e. Automotive batteries
 - f. Used motor oil
 - g. Appliances with freon, or similar coolant
 - h. Shingles and roofing materials
 - i. White goods and scrap metal

The Fee Schedule must clearly define the method of applying fees (vehicle class, size of load or weight of load) to vehicles or to items including any permit fees charged to residents. If load size or load weight is to be used, the means of determining size or weight shall be described. The facility does not have a scale, if weight is to be used the **Operator** will be responsible for providing a suitable scale

If the **Operator** chooses to accept larger size vehicles and/or other items, a detailed description of the vehicles and items, along with the fee schedule shall be submitted.

4. **Methods of Handling** - The equipment proposed to be used to handle and transfer bulky waste must be specified. The **Operator** must be prepared to use permanent equipment, as specified in the CT DEEP for the operation of this facility. The **Operator** shall supply and operate sufficient transfer equipment such that undue delay is not created for users.

5. **Transfer Station Operation Personnel** - The **Operator** must specify whether or not the responsible operation personnel possess Connecticut DEP Transfer Station **Operator** Certifications. If personnel already have certifications, the names and addresses of personnel must be submitted.

If certifications are not already possessed, a schedule of personnel proposed to obtain the certifications must be submitted, along with the estimated time to obtain the certifications.

6. **Transfer Vehicles and Operators** - A list of proposed vehicles, including make, model, and year of equipment shall be submitted. Copies of **Operators** CDL's will be submitted, upon request.
7. **Disposal Sites** - The **Operator** shall identify facilities that are proposed to receive bulky waste and MSW rejects. Evidence shall be submitted which verifies that such facilities are approved, by the appropriate State agency, for receiving the bulky waste and MSW rejects. Monthly reports shall be submitted from each such facility, identifying types and amounts of materials received.
8. **Special Conditions** - The **Operator** shall clearly describe any responsibilities of the Town of Simsbury. If there are any time limits, such as duration of interim **Operators**, time to convert to permanent operations, and minimum length of agreement, then these time limits shall be clearly stated.
9. **Town Charges to Operator** - The intent is that the Town will provide **NO** personnel or equipment for use by the Operator.
10. **Site Conditions** - The **Operator** shall be responsible for snow plowing, ice control, sweeping and general orderliness of the transfer facility. Site maintenance required for the facility's storm water permit shall be the responsibility of the **Operator**. The **Operator** shall specify if this work will be done by **Operator** or by a subcontractor.
11. **Use of Town Buildings at site** -The **Operator** shall specify if Town buildings, completely or partially, are proposed to be utilized in the Bulky Waste Transfer facility operations.
12. **Time of Agreement** - The agreement for the operation of this facility shall be for a two year period with the option for three separate one year extensions if mutually agreeable to both parties, allowing for a maximum contract term of five years. Fees will be reviewed on an annual basis and may be modified based on mutual agreement and the approval of the Board of Selectmen.
13. **Communications with Users** - The **Operator** shall have a staffed office where users can obtain information and shall have a recorded information line concerning bulky

waste transfer facility operating hours and fees. The **Operator** shall clearly describe how these requirements will be met.

14. **Subcontractors** - The **Operator** shall submit the names of all subcontractors, if any, that will be utilized in operating the facility. All subcontractors shall be subject to the review and approval of the Town of Simsbury.
15. **Proposal Package** - The prospective **Operator** shall sign the submission package, print/type name and title of signer, provide the address of the individual or firm, and provide a telephone number of the individual or firm's office.
16. **Certificate of Non-Collusion** - The prospective **Operator** shall submit a Certificate of Non-Collusion with the corporate seal, and notarized.
17. **Violations Disclosure** - Each individual or firm, which is submitting a proposal, shall be prepared to disclose any current, or from the past 3 years, notice of:
 - CT DEP/Federal EPA violations or fines
 - OSHA violations or fines
 - State/Federal tax law violations or liens

Unsatisfactory records, in the opinion of the Simsbury's Board of Selectmen shall result in an individual's or firm's proposal being eliminated from further consideration.

Convictions of any individual or firm's principals of a felony or misdemeanor for having intentionally, knowingly, or with criminal negligence violated State or Federal environmental law or permits shall result in an individual's or firm's proposal being eliminated from further consideration.

3.0 OPERATION GUIDELINES

The facility shall be operated, at a minimum, on Wednesday and Saturday from 8 am to 3 pm. The **Operator** shall indicate if additional open days will be provided.

Only waste generated from within the Town of Simsbury is proposed to be received at the transfer facility. If the **Operator** plans to receive waste from outside Simsbury, the other towns to be served shall be specified and the types of materials to be received from these other town shall be specified. Sources and types of waste to be received must be specifically approved by the Simsbury Board of Selectmen.

As a minimum, the classes of vehicles and items to be received shall be as specified in this Request for Proposal. Additional classes of vehicles and other items may be received at the option of the **Operator**. The **Operator** shall identify any additional vehicle classes and materials.

All equipment and operations shall be in compliance with the DEEP Transfer Station Permit.

The **Operator** shall be permitted to charge a fee, as established on the fee schedule for an annual permit and a one day permit. **Operator** shall make reasonable efforts to verify all permit holders are current residents of Simsbury.

The selected **Operator** shall provide a Certificate of Insurance and proof of Workers Compensation coverage.

The Town will maintain a Transfer Station Permit from the Connecticut DEEP. The **Operator** shall be named as the responsible party on this permit, shall be prepared to submit required information to the State and shall comply with all requirements of the permit. The **Operator's** personnel shall possess, or obtain, the required certificates and all of the **Operator's** equipment shall be in compliance with the permit.

The operator will be responsible for any on-site equipment, transfer equipment, equipment maintenance and related cost.

The Operator may develop a set of rules for the facility. Such rules shall be subject to the approval, modification and/or rejection by the Town of Simsbury's Board of Selectmen, or their designee, whose action will not be unreasonably withheld.

The **Operator** shall maintain daily records and shall provide, to the Town, monthly reports for all recycled, transferred and processed materials. Reports shall specify, at least, that information required under CT DEEP Permit No. 12801167-MTSGP, paragraph 12.

All facilities that the **Operator** proposes to utilize for Bulky Waste and MSW Reject disposal shall be approved by the appropriate State agency and shall remain approved, and in compliance with State regulations.

No on-site processing of Bulky Waste and MSW Rejects shall be allowed, except for brush, branches, logs, clean lumber or stump processing; or other specific processing that may be authorized by the Town and by the appropriate State agencies. The **Operator** shall be responsible for obtaining any required permits.

The **Operator** shall comply in all respects with the Equal Employment Opportunity Act. Each **Operator** with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the **Operator** does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of the agreement.

The **Operator** shall participate in collection of paints and stains via the PaintCare program. Participation shall include all necessary coordination and training.

The **Operator** shall participate in collection of mattress and box springs in accordance with CT Public Act 13-42 and the Mattress Recycling Council. Residents holding a valid landfill permit shall be allowed to dispose of mattress at no cost.

The Operator shall participate in the CT DEEP E-Waste recycling program and collect electronics covered under this program at no cost to all Simsbury residents – a landfill permit is not required for disposal of E-Waste under this program.

Insurance shall be provided by the **Operator**, at its own expense, as specified on the following page.

4.0 INSURANCE REQUIREMENTS

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$1,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$1,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$1,000,000

Insurance under B and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

5.0 OPERATOR SELECTION GUIDELINES

Qualification - Each individual or firm, which is submitting a proposal, shall be prepared to show evidence of having satisfactorily carried out similar work, or shall submit a complete plan of organization, equipment and financing. Inability to do either to the satisfaction of the Simsbury Board of Selectmen shall result in an individual's or firm's proposal being eliminated from further consideration.

Fee Schedule - Selection of an **Operator** shall give consideration to the proposed fee schedule for the minimum classes or vehicles and items that must be received and transferred, at the facility.

Other services beyond the minimum required will also be considered in the overall evaluation of a prospective **Operator**.

Agreement - An agreement will be negotiated with the selected **Operator**. If an agreement cannot be acceptably concluded within thirty (30) days, the negotiations will be terminated. This deadline period may be extended only by the Town and only for good cause.

Presentation - The prospective **Operator** may be requested to make a formal presentation to the Board of Selectmen.

6.0 AVAILABLE INFORMATION

The following information is available on the town's website under BIDS and RFP's:

1. Quarterly Reports for the past year as submitted to the DEEP. These reports provide general information on the types of waste and recyclables accepted at the facility.
2. Stormwater Pollution Prevention Plan for the facility at 66 Town Forest Road.
3. DEEP Permit for Facility: 12801167-MTSGP

**PROPOSAL FOR SIMSBURY BULKY WASTE TRANSFER STATION
OPERATION**

Date _____

To: Director of Finance
Town of Simsbury
933 Hopmeadow St.
Simsbury, CT 06070

Sir:

1. Proposal of _____

(hereinafter called **OPERATOR**), organized and existing under the laws of the State

of _____ doing business as _____

_____. *

In compliance with your **Request for Proposal**, dated _____, **Operator** hereby proposes to perform all work for the **BULKY WASTE TRANSFER FACILITY OPERATIONS** in strict accordance with the **DOCUMENTS**, within the time set forth therein, and at the prices shown for each item on the **Proposal Form**.

2. The undersigned **Operator** does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work; that no person or persons other than those named herein are interested in this proposal or in the contract proposed to be taken; that no person acting for or employed by the Town of Simsbury is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and laws of the State of Connecticut; that it is made in pursuance of and subject to all the terms and conditions of the **Request for Proposal Documents and Agreement** pertaining to the work to be done, all of which have been examined by the undersigned; that the site of the **facility** has been examined; that it is understood that the town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, subsurface information or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.
4. And the undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after satisfactory agreement development, a formal agreement with the Town of Simsbury, for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the Town of Simsbury will consider the **Operator** to have abandoned the agreement.
5. The undersigned **Operator** agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
6. All the various phases of operations enumerated in the detailed proposal Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the **Operator** under one of the items listed in the Operations Proposal Form, irrespective of whether it is named in said list.
7. Payment for various services will be made directly to the **Operator** by facility users.
8. It is understood that time is of the essence in this contract and the **Operator** agrees to commence within the time specified in the agreement.

OPERATOR _____

Seal, (if a corporation)

BY _____

TITLE _____

ADDRESS _____

(Business Address) _____

TELE. () _____

If a Partnership, the partners are:

Full Name	Residence
_____	_____
_____	_____
_____	_____

If a Corporation, the officers are:

Full Name	Residence
_____	President _____
_____	Treasurer _____
_____	Directors _____
_____	_____
_____	_____

(I/We have)

*(I/We have not) previously performed work subject to the President's Executive Order Number 11246 or any preceding Executive Order.

Signed _____

*Cross out words not applicable

PROPOSAL FORM

Proposed fees may be based on vehicle class, volume, weight, or type of waste; or a combination of methods.

<u>Vehicle Class</u>	<u>Fee Per Vehicle</u>
Automobile, station wagon, passenger van, SUV:	\$ _____
Small pick-up truck (6' long body), 2 wheel light trailer:	\$ _____
Large Pick-up truck (8' long body), tag-along trailer:	\$ _____

<u>Weight of Load</u>	<u>Fee Per Unit of Weight (pound,ton)</u>
	\$ _____ per _____

<u>Volume of Load</u>	<u>Fee Per Unit of Volume (Cu.ft., Cu.yd.)</u>
	\$ _____ per _____

<u>Items</u>	
<u>Tires:</u> Automobile & motorcycle	\$ _____ each
Truck, bus, & 4-wheel drive	\$ _____ each
Off-road equipment	\$ _____ each
<u>Appliances with Freon or equivalent:</u>	\$ _____ each
<u>Brush, limbs and clean wood (specify any cost per unit):</u>	\$ _____ per _____
<u>Logs (specify any cost per unit):</u>	\$ _____ per _____
<u>Shingles and roofing (specify any cost per unit):</u>	\$ _____ per _____

* * * * *

List fees, if any, for additional items required to be handled

<u>Item</u>	<u>Cost per Unit</u>
_____	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____

PROPOSAL FORM
Page 2

List fees for optional items that Operator may offer to handle:

<u>Item</u>	<u>Cost per Unit</u>
_____	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____

* * * * *

Submission Requirements

Submit responses to information requested in “**SUBMISSION REQUIREMENTS**” section of RFP on separate sheets of paper and attach to this Proposal Form.

Alternates

If the operator wishes to submit proposals to receive other types of materials and/or materials from other Towns, the types of materials and other Towns shall be clearly identified. If different fee schedules result from these alternatives, the fees shall be specified.

end