

Town of Vernon, Connecticut

Contract # 990 – 08/15/11

Request for Proposal

Municipal Solid Waste Disposal,
Processing and Recycling Services

(1) GENERAL INFORMATION

The Town of Vernon, Connecticut (“Town”), a community with a population of approximately 30,000, is seeking a qualified company (“Company”) to provide one or more permitted facilities within or proximate to the geographic boundaries of the Town to receive, process, dispose and recycle all wastes and recyclables managed by the Town and collected under the flow control ordinance starting November 16, 2012, when the Town’s current Municipal Service Agreement with Connecticut Resources Recovery Authority expires.

The purpose of this Request for Proposal (“RFP”) is to select a Company that has a demonstrated experience in providing such disposal, processing and recycling services in the Connecticut municipal market and understanding of standards and requirements typical for such services. The waste disposal and recyclables processing services must be provided in a cost-effective, efficient, regulatory-compliant and reliable manner under the terms of mid- to long-term agreement between the Town and the Company.

The Town will consider proposals that offer a single acceptance facility for both wastes and recyclables or separate acceptance facilities for waste and recyclables. Proposals should demonstrate a viable contingency plan with backup waste/recycling facility or facilities available to accept wastes and recyclables in the event the proposed facility or facilities are unavailable.

(2) SCOPE OF SERVICES

The selected Company is expected to provide all facilities, equipment, labor and services required to receive, process, dispose and recycle all waste and recyclables managed by the Town, generated and collected within the Town’s boundaries under the flow control ordinance (or alternately, without use of flow control), and delivered to an acceptance facility or facilities, as follows:

- a. The Company will be required to accept wastes for disposal and recyclables for processing and marketing at one or multiple acceptance facilities within or proximate to the geographic boundaries of the Town. The Company may offer one acceptance facility for both waste and recyclables, or may offer one acceptance facility for waste and another for recyclables.
- b. The Company must furnish sufficient facilities, equipment, labor, financial capability, and experience to begin accepting materials from the Town by the date of termination of the Town’s existing disposal and recycling contract on November 15, 2012.

- c. Acceptance facilities
 - (1) may be transfer stations, conversion facilities, landfills, incinerators, or any other properly permitted and environmentally complaint facility;
 - (2) must be capable of accepting all processible and non-processible MSW collected and managed by the Town;
 - (3) must be capable of receiving single-stream (and occasionally dual-stream and/or source separated) recyclables for eventual processing and marketing, with at least the same range of materials accepted at the currently utilized CRRRA Materials Recovery Facility, as explained in Appendix C;
 - (4) shall maintain safe and efficient queuing, weighing, unloading, screening, and vehicle departure procedures to assure efficient use of the facility by the Town's agents;
 - (5) shall have sufficient capacity for unloading, storage, transfer, or other processing of materials so as not to impair delivery of materials from the Town.
- d. The Company shall provide or act as a recycling market outlet for the acceptable recyclables during the term of the agreement with the Town regardless of market fluctuations. The Company shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the Connecticut Department of Environmental Protection and other state and/or federal agencies.
- e. The Company is encouraged to offer its capacity to coordinate additional diversion initiatives for other materials in the waste stream, including but not limited to: scrap metal, leaves, yard waste, other organics and compostables, HHW, tires, large bulky items, C&D and renovation debris, white goods, e-waste, batteries, fluorescent lamps, and any other material specified by the Town.
- f. Acceptance facilities must have calibrated truck scales to record the weight of all delivered loads; and must have a process to accurately record the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting.
- g. The Town or its designated representatives have the right to make periodic inspections of any acceptance facility or any downstream facility location listed by the Company as proposed under this RFP.
- h. Acceptance facilities shall have emergency, health and safety policies, procedures and practices for employees and users of the facility, and shall inform the Town of ongoing compliance and any violations, and subsequent remediation of such violations, if any.
- i. The Town shall cause their agents, including, but not limited to, crews collecting and delivering wastes and recyclables to perform their services in a responsible and efficient manner.
- j. It is the intent of the Town to deliver wastes and recyclables on the same day on which they are collected from the curbside, if feasible. Deliveries from the Town's

transfer station may be made less frequently. Minimally, acceptance facilities for waste shall be available to receive materials Monday through Saturday from 7:00 a.m. until 4:00 p.m., and acceptance facilities for recyclables processing shall be available to receive materials Monday through Friday from 7:00 a.m. to 4:00 p.m., with holiday observances for New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

- k. The Company shall give the Town priority consideration in weighing and off-loading operations, with the maximum total waiting/tipping time from arrival at an acceptance facility, to departure from the acceptance facility, not to exceed one-half (1/2) hour per truck.
- l. The Company will be expected to provide monthly, quarterly and annual reports to the Town, documenting the total quantities of wastes and recyclables accepted, associated charges for wastes, and recycling revenues.
- m. The Company will provide monthly consolidated invoices to the Town. Invoices shall contain both the disposal fee as a charge; the recyclable material revenues shown as a credit; and the net monthly fee owed by the Town.
- n. The Town will not guarantee any minimum or maximum quantity of wastes or recyclables. The Town's MSW tonnage statistics are provided in Appendix B.
- o. The Town will select the most advantageous term given this scope of services and the Company's approach and justifying this term of services. The Town anticipates that any resulting contract term shall not exceed a maximum of fifteen (15) years.
- p. The Town requires the Company to have reliable waste disposal and recycling processing, and the Company must demonstrate appropriate operating contingencies and redundancies.

(3) SELECTION PROCESS

The Town is contractually obligated to use CRRA's services until November 15, 2012, i.e. the payoff of outstanding bonds, pursuant to Art. VI § 601(c) of the CRRA MSA currently in effect. Services under this RFP will be for the period starting on November 16, 2012. The agreement will operate on a fiscal year basis, as follows:

- Year 1 – November 16, 2012 – June 30, 2013
- Subsequent Years – July 1st – June 30th

If the Town's governing body fails to appropriate sufficient funds in any fiscal year for services of the Company, and if no other funds are available for such payments, then a "non-appropriation" shall be deemed to have occurred. In the event of "non-appropriation," any agreement with the Company shall terminate and the Town shall not be obligated to pay any amounts due under such an agreement; and the Company shall not be obligated to provide any services under such an agreement. Further, the Town may terminate the Company, if, in the opinion of the Town, the Company fails to perform the functions and duties as outlined in this RFP, subject to terms and conditions of the written agreement executed by the Town and the Company.

The Town may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The Town solely determines which proposer best meets the specifications and is in the best interest of the Town of Vernon. The Town may disqualify any Company, and may reject any proposal, that fails to provide complete and accurate information in response to the requirements of this RFP. In addition, Companies are required to organize the information requested in this RFP in accordance with the format outlined in **Appendix A, Fee Proposal** and **Section 5(B)** of this RFP, Information Requested of Responding Companies. Failure of the Company to organize the information required by this RFP as outlined may result in the Town, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFP. The Town reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as the bidder's experience and expertise in providing municipal solid waste disposal, processing and recycling services; guarantee of capacity during the agreement period; past experience with the Company; recommendations of entities for which the bidder has previously provided services; and the total estimated cost to the Town. The cost shall not be the sole factor in evaluating bids. The Town reserves the right to request additional and/or clarifying information from Companies. The anticipated award of the RFP and execution of the agreement between the selected Company and the Town will occur prior to October 1, 2011.

(4) GENERAL SPECIFICATIONS

A. SUBCONTRACTING

The Company shall not subcontract the work under this project without prior written approval of the Town.

B. FINANCIAL CAPABILITY

The Company shall submit complete copies of annual audited financial statements, including all notes thereto, for the most recent three (3) years for the Company and all subcontractors. The financial statements may consist of audited statements, the most recent annual reports or 10-K reports, tax returns, or comparable reliable information. This information can be provided upon award and prior to agreement execution.

C. BONDING CAPABILITY

The Company shall submit a letter from a surety evidencing their ability to secure a performance bond in an amount equal to or greater than \$2 million for the provision of the services described in the RFP, unless the Company's status as a public organization precludes such bonding. Public organizations are encouraged to explain alternate strategies for guaranteeing performance if awarded an agreement for services.

D. INSURANCE

The Company shall submit a copy of their Certificate of Insurance (COI) evidencing that the Company maintains the minimum insurance coverages as required in the RFP, as follows:

- Comprehensive General Liability Including Contractual Liability, Products Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of anyone occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
- Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated above.
- Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- The Town shall be named as an additional insured as its interest may appear on the appropriate coverage.
- Pollution Liability/Environmental Impairment Insurance with limits up to \$2,000,000 aggregate limit.

The Company shall further confirm that the Company can obtain the endorsements, waiver of subrogation, and other conditions required by the Town, from an insurance company licensed to do business in Connecticut.

(5) RFP Procedure

The following instructions and specifications shall be observed by all proposers:

A. PROPOSAL COMPLIANCE / RFP SUBMISSION TIMETABLE

The Town shall be the sole judge as to whether any proposal complies with these instructions and specifications, and such a decision shall be final and conclusive. Proposers shall state any exceptions taken to the RFP specifications.

Addendums to RFP: In the event it becomes necessary to revise any part of the RFP, an addendum will be provided to all prospective firms submitting proposals.

Incurring Costs: The Town is not liable for any cost incurred by the Companies prior to the issuance of a contract and purchase order.

Ownership of Proposals: All proposals in response to the RFP are to be the sole property of the Town.

Three (3) printed copies or one (1) electronic copy (Adobe Acrobat format saved onto a PC readable medium) of the proposal, should be submitted in a sealed envelope, with “Contract # 990 – 08/15/11” clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by **2:00 p.m. on August 15, 2011**; at which time proposals shall be opened and read aloud publicly.

Each proposer must submit at minimum information requested in **Appendix A** and **Sections 4(B)-(D) and 5(B)** of this RFP. The incumbent provider of the services specified in the RFP may request a waiver of certain information requested in Sections 4(B)-(D) and 5(B) of the RFP, if such information is already available to the Town.

All questions about the proposals should be directed to Peter Graczykowski, Assistant Town Administrator, by e-mail to pgraczykowski@vernon-ct.gov, with copies to Robert J. Kleinahans, Director of Public Works, by e-mail to rkleinahans@vernon-ct.gov, no later than 3:00 p.m. August 9, 2011. Answers to all so received questions, any addenda or changes to RFP / procurement schedule shall be posted on the Town’s website under the bid section at <http://www.vernon-ct.gov/legal-notice> with the Contract # 990 – 08/15/11.

The selected Company must meet all municipal, state and federal Affirmative Action and Equal Employment Opportunity practices and requirements. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all Companies submitting proposals, and to enter into an agreement with any Company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town’s option, become part of the agreement entered into by selected Company and the Town. Selection as the preferred proposer does not provide any contract rights to that Company. Any such rights shall accrue only if and when the Town and the Company execute a binding agreement. The Town reserves the right to negotiate with the successful Company in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

B. INFORMATION REQUESTED OF RESPONDING COMPANIES

1. Disposal and Recyclables Processing Services:

a. General Information:

- i. For the proposed and backup disposal and recycling facility or facilities:
 - Location and address
 - Type of facility
 - Facility owner

- Permitted capacity
 - Current quantity of accepted waste and recyclables
 - Existing commitments
- b. Description of Operations:
- i. Physical description of acceptance facility
 - ii. Facility operations plan
 - iii. Types of wastes allowed to be disposed, and any restrictions
 - iv. Types of recyclables recovered, and any restrictions
 - v. Method of handling special wastes, hazardous wastes, and any penalties
 - vi. Process of inspection and evaluation of contamination level (recyclables)
 - vii. Contamination thresholds
 - viii. Procedures for screening and rejecting incoming loads of wastes
- c. Environmental and Operating Compliance:
- i. Operating permits
 - ii. Environmental controls
 - iii. Compliance with applicable law

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Town of Vernon, Connecticut
Contract # 990 – 08/15/11
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Municipal Solid Waste Disposal,
Processing and Recycling Services

APPENDIX A

FEE PROPOSAL

| Item | | Option 1 | Option 2 | Option 3 | Option 4 | Option 5 |
|--|-----------|---|---|--|--|--|
| Est. Disposal Fee / Ton 11/16/2012 – 06/30/2013 | | | | | | |
| Est. Disposal Fee / Ton 07/01/2016 – 06/30/2017 | | | | | | |
| Agreement Deadline to Bind Option (DATE) | | | | | | |
| Nominal Term | Years | 5 | 15 | 3 | 15 | 6 |
| | Exp. Date | 06/30/2017 | 06/30/2027 | 06/30/2015 | 06/30/2027 | 06/30/2018 |
| Commitment to Accept Waste for Disposal (Y/N) | | | | | | |
| Town's Commitment of MSW and Recyclables | | <u>Flow Control:</u> All MSW and residential recyclables generated within the Town's borders | <u>Flow Control:</u> All MSW and residential recyclables generated within the Town's borders | <u>No Flow Control:</u> All MSW for disposal of which the Town pays directly or indirectly, with a minimum tonnage commitment | <u>No Flow Control:</u> All MSW for disposal of which the Town pays directly or indirectly, with a minimum tonnage commitment | <u>No Flow Control:</u> All MSW for disposal of which the Town pays directly or indirectly, with a minimum tonnage commitment |
| Minimum Tonnage Commitment by Town (Put-or-Pay) (Y/N) | | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| Tonnage Cap (Y/N) | | | | | |
| Price Threshold "Opt-Out" (Y/N) | | | | | |
| "Opt-Out" Level / Ton 11/16/2012 – 06/30/2013 | | | | | |
| Consequence if Tonnage Commitment Not Met | | | | | |
| Transfer Station Use Surcharge (Y/N) | | | | | |
| Use Surcharge Amount | | | | | |
| Transfer Station Fuel Surcharge (Y/N) | | | | | |
| Fuel Surcharge Amount | | | | | |
| Most-Favored-Nation MSW Commitment Y/N | | | | | |
| Most-Favored-Nation Recyclables Commitment | | | | | |
| Recycling Rebate Eligibility (Y/N) | | | | | |
| Recycling Rebate / Ton | | | | | |
| Recycling Revenue / Ton | | | | | |
| Expiration Date | | | | | |
| Name of Company | | | | | |
| Address of Company | | | | | |
| Signature of Principal | | | | | |
| Date Submitted | | | | | |

If explanatory notes are needed, attach on a separate page with referenced provision(s).

APPENDIX B

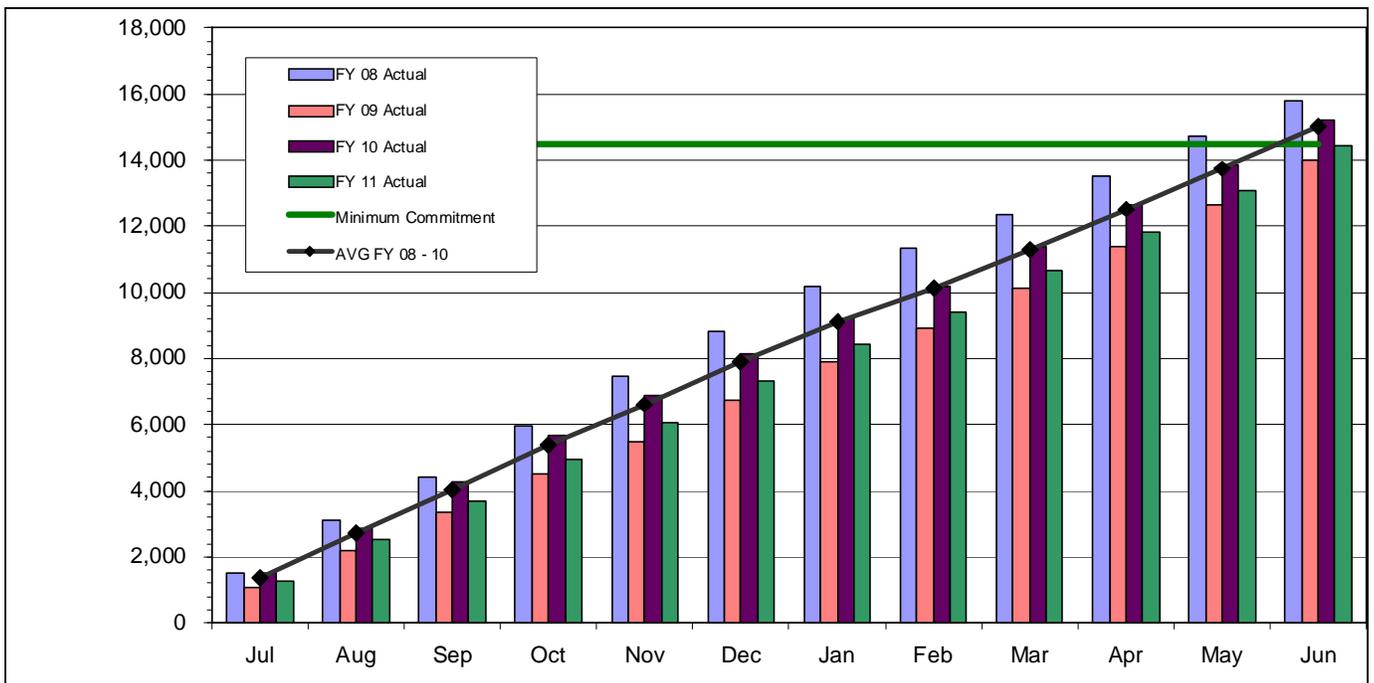
**MSW TONNAGE STATISTICS
Town of Vernon**

| Fiscal Year | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| FY 08 Actual | 1,515 | 1,575 | 1,339 | 1,547 | 1,502 | 1,320 | 1,384 | 1,130 | 1,044 | 1,176 | 1,179 | 1,084 |
| FY 09 Actual | 1,074 | 1,115 | 1,151 | 1,163 | 968 | 1,267 | 1,141 | 1,027 | 1,198 | 1,295 | 1,267 | 1,345 |
| FY 10 Actual | 1,513 | 1,370 | 1,392 | 1,404 | 1,217 | 1,256 | 1,057 | 941 | 1,233 | 1,246 | 1,205 | 1,360 |
| AVG FY 08 - 10 | 1,367 | 1,353 | 1,294 | 1,371 | 1,229 | 1,281 | 1,194 | 1,033 | 1,158 | 1,239 | 1,217 | 1,263 |
| FY 11 Actual | 1,278 | 1,222 | 1,200 | 1,222 | 1,162 | 1,234 | 1,105 | 982 | 1,254 | 1,180 | 1,250 | 1,357 |
| Deviation from AVG | (89) | (132) | (94) | (149) | (67) | (48) | (89) | (50) | 96 | (59) | 33 | 94 |
| Deviation from AVG | (6%) | (10%) | (7%) | (11%) | (5%) | (4%) | (7%) | (5%) | 8% | (5%) | 3% | 7% |

MSW Cumulative Tonnage by Fiscal Year

| Fiscal Year | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|--------------------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|
| FY 08 Actual | 1,515 | 3,090 | 4,429 | 5,976 | 7,478 | 8,798 | 10,182 | 11,312 | 12,356 | 13,532 | 14,711 | 15,796 |
| FY 09 Actual | 1,074 | 2,188 | 3,339 | 4,502 | 5,470 | 6,736 | 7,878 | 8,905 | 10,103 | 11,398 | 12,664 | 14,009 |
| FY 10 Actual | 1,513 | 2,884 | 4,275 | 5,679 | 6,896 | 8,152 | 9,209 | 10,150 | 11,382 | 12,629 | 13,833 | 15,194 |
| AVG FY 08 - 10 | 1,367 | 2,720 | 4,014 | 5,386 | 6,614 | 7,896 | 9,090 | 10,122 | 11,280 | 12,519 | 13,736 | 15,000 |
| FY 11 Actual | 1,278 | 2,500 | 3,700 | 4,922 | 6,084 | 7,317 | 8,423 | 9,405 | 10,659 | 11,839 | 13,089 | 14,446 |
| Deviation from AVG | (89) | (220) | (314) | (463) | (531) | (578) | (667) | (717) | (621) | (681) | (647) | (554) |
| Deviation from AVG | (6%) | (8%) | (8%) | (9%) | (8%) | (7%) | (7%) | (7%) | (6%) | (5%) | (5%) | (4%) |

MSW Cumulative Tonnage by Fiscal Year



APPENDIX C

RECYCLABLE MATERIALS Accepted at CRRA MRF

Mixed Paper

- Newspaper and Inserts
- Magazines & Catalogs
- White and Colored Paper
- Mail
- Junk Mail
- Bills
- Receipts
- Computer Paper
- Mixed Office Paper

Corrugated Cardboard

Chipboard, including cartons, without box linings or pasta box windows

Glass

- Food and Drink Jars: rinsed, unbroken, labels may be left, no caps or lids
- Bottles: rinsed, unbroken, labels may be left, no caps or lids

Metal Cans and Food Trays

- Aluminum Cans, rinsed and uncrushed
- Steel/Tin Cans up to three gallons, rinsed and uncrushed
- Foil Food Trays, rinsed, uncrushed

Aerosol Cans, empty, uncrushed, non-hazardous contents (no paint, pesticides or other)

Plastics

- #1, #2, all plastic containers under three gallons;
- #3 - #7, plastic food and beverage containers under three gallons;
- #1, #2 plastic laundry product containers, rinsed but not crushed

Cartons, milk and juice cartons/boxes rinsed with caps and straws removed

UNACCEPTABLE ITEMS

Batteries, black plastics, ceramics, electronics, flower pots, light bulbs or drinking glasses, motor oil, anti-freeze, paint, or any hazardous material containers, plastic bags, plastic toys, pots and pans, scrap metal, Styrofoam or other foam plastics.