

Town of Vernon, Connecticut  
**CONTRACT #2064-04/30/2020**  
Request for Proposal (RFP)  
Municipal Solid Waste (MSW) Disposal, Processing and Recycling Services

**(1) GENERAL INFORMATION**

The Town of Vernon, Connecticut is seeking a qualified Company to provide one or more permitted facilities within or proximate to the geographic area of Vernon to receive and process the waste and recyclables managed by the Town starting July 1, 2020. A company must have demonstrated experience in providing such disposal, processing and recycling services in the Connecticut municipal market and an understanding of standards and requirements typical for such services, and hold and maintain appropriate certification as deemed necessary by local, State and Federal agencies.

Waste disposal and recyclables processing services as provided by the selected Company 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. **All proposal submissions require Appendix A to be completed in entirety.**

**(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, 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 geographical 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 June 30, 2020.
- c. **Acceptance Facilities**
  - (1) May be transfer stations, conversion facilities, landfills, incinerators, or any other property permitted and environmentally compliant facility;

(2) Must be capable of accepting all processable and non-processable 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, as explained in **Appendix B**;

(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 Energy and 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, household hazardous waste (HHW), tires, large bulky items, construction, demolition (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 stations may be made less frequently. Minimally, acceptance facilities for waste shall be available to receive materials Monday through Saturday from 7:00 AM until 12:00 PM, and acceptance facilities for recyclables processing shall be available to receive materials Monday through Friday from 7:00 AM to 4:00 PM, with holiday observances for New Year's 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 Municipal Solid Waste statistics are provided in **Appendix C**.

o. The Town requires the Company to have reliable waste disposal and recycling processing, and the Company must demonstrate appropriate operating contingencies and redundancies.

p. 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 five (5) years with the option of two additional five (5) year terms upon written consent of both parties.**

### **(3) SELECTION PROCESS**

The Town is contractually obligated for Municipal Solid Waste Disposal, Processing and Recycling Services until June 30, 2020. Services under this RFP will be for the period(s) commencing on July 1, 2020 and every July 1<sup>st</sup> thereafter.

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 the 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 interest 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 on or about May 30, 2020.

#### **(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 REQUIREMENTS**

The successful bidder must carry the following insurance coverages:

##### **Commercial General Liability (Town of Vernon added as additional insured):**

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability** (Town of Vernon added as additional insured):  
 Each Accident: \$ 1,000,000  
 Hired/Non-owned Auto Liability: \$ 1,000,000

**Workers' Compensation/Employers Liability**  
 Workers' Compensation Statutory Requirement set forth by State of CT  
 Employers Liability  
 Each Accident \$ 100,000  
 Disease-Policy Limit \$ 500,000  
 Disease-Each employee \$ 100,000

**Umbrella/Excess Liability** (following form of general liability, auto liability and employer liability):  
 Each Occurrence: \$ 1,000,000  
 General Aggregate: \$ 2,000,000  
 Product/Completed Operations Aggregate: \$ 2,000,000

**Professional Liability** (where required)  
 Each Claim: \$ 1,000,000  
 Annual Aggregate \$ 1,000,000

**E. INDEPENDENT CONTRACTOR**

The selected Company is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The Company is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

**F. INDEMNIFICATION/HOLD HARMLESS**

The selected Company agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors and agents. This indemnification includes the Company's duty to defend the Town of Vernon from any such claims.

**G. WAIVER OF SUBROGATION REQUIREMENT**

The selected Company will require all insurance policies in any way related to the work and secured and maintained by the Company to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected Company shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

H. **CONTINGENT UPON AVAILABILITY OF FUNDS**

The Town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

I. **NO INTEREST TO BE PAID**

No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

J. **TERMINATION**

**Termination For Cause:** If, through any cause, the Company shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Company shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Company under this RFP shall, at the option of the Municipality, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

**Termination For Convenience:** Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Company will be paid for services performed up to the date of termination.

**(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 this RFP, an addendum will be available by visiting the Town's website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) or at the CT Department of Administrative Services website at [www.das.ct.gov](http://www.das.ct.gov) and referencing Contract #2064-04/30/2020.

**Incurring Costs:** The Town is not liable for costs incurred by the Company in the preparation of an RFP.

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

Three (3) printed copies and one (1) electronic copy (Adobe Acrobat format saved onto a PC readable medium) of the proposal, should be submitted in a sealed envelope, with "**BID DOCUMENT - DO NOT OPEN - Contract #2064-04/30/2020**" clearly marked on the outside of the envelope, to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by **Thursday, April 30, 2020 at 11:00 AM**; at which time proposals shall be opened and read aloud publicly. Emailed, faxed or late bids will not be accepted.

All **questions** regarding proposals should be directed to Michael J. Purcaro, Town Administrator, by email to [mpurcaro@vernon-ct.gov](mailto:mpurcaro@vernon-ct.gov), with copies to Dwight E. Ryniewicz, Director of Public Works, by email to [dryniewicz@vernon-ct.gov](mailto:dryniewicz@vernon-ct.gov), no later than Monday, **April 20, 2020 at 3:30 PM**. **Answers** to all questions and any addenda or changes to RFP / procurement schedule shall be posted by **Thursday, April 23, 2020** on the Town's website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) and at the CT Department of Administrative Services website at [www.das.ct.gov](http://www.das.ct.gov) by referencing Contract #2064-04/30/2020.

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.

The selected Company must meet all municipal, state and federal Affirmative Action and Equal 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 alternate 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, evaluation and quantification of contamination levels of non-processable 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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**APPENDIX A**  
**FEE PROPOSAL**

***MUST BE COMPLETED IN ENTIRETY***

Item		Option 1	Option 2	Option 3
Est. Disposal Fee / Ton 7/01/2020 - 6/30/2021				
Est. Disposal Fee / Ton 7/01/2024 - 6/30/2025				
Agreement Deadline to Bind Option (DATE)				
Nominal Term	Years	5 (Original Term)	1 <sup>st</sup> Additional 5 year term	2 <sup>nd</sup> Additional 5 year term
	Exp. Date	6/30/2025	6/30/2030	6/30/2035
Commitment to Accept Waste for Disposal (Y/N)				
Town's Commitment of MSW and Recyclables		<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)				

**APPENDIX A. (Continued)**  
**FEE PROPOSAL**  
**MUST BE COMPLETED IN ENTIRETY**

Item		Option 1	Option 2	Option 3
<b>Nominal Term</b>	Years	5 (Original Term)	1 <sup>st</sup> Additional 5 year term	2 <sup>nd</sup> Additional 5 year term
	Exp. Date	6/30/2025	6/30/2030	6/30/2035
<b>Tonnage Cap (Y/N)</b>				
<b>Price Threshold "Opt-Out" (Y/N)</b>				
<b>"Opt-Out Level/Ton</b>				
<b>Consequence if Tonnage Commitment Not Met</b>				
<b>Transfer Station Use Surcharge (Y/N)</b>				
<b>Use Surcharge Amount</b>				
<b>Transfer Station Fuel Surcharge (Y/N)</b>				
<b>Fuel Surcharge Amount</b>				
<b>Most-Favored-Nation MSW Commitment (Y/N)</b>				
<b>Most-Favored-Nation Recyclables Commitment (Y/N)</b>				
<b>Recycling Rebate Eligibility (Y/N)</b>				
<b>Recycling Rebate / Ton</b>				
<b>Recycling Revenue / Ton</b>				
<b>Recycling Tipping Fees</b>				
<b>Non-Processables Recycling Fee</b>				
<b>Bulky Waste Tipping Fees</b>				
<b>Expiration Date</b>				
<b>Name of Company</b>				
<b>Address of Company</b>				
<b>Signature of Principal</b>				
<b>Date Submitted</b>				

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

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**APPENDIX B**

**RECYCLABLE MATERIALS**

**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 and uncrushed
- Aerosol Cans: empty, uncrushed, non-hazardous contents (no paint, pesticides or others)

**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, antifreeze, paint or any hazardous material containers, plastic bags, plastic toys, pots and pans, scrap metal, Styrofoam or other foam plastics.

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**APPENDIX C**

**MSW TONNAGE STATISTICS  
 RESIDENTIAL AND MUNICIPAL BUILDINGS**  
 Town of Vernon

	FY 19/20	FY 18/19	FY 17/18	FY 16/17
JULY	676.9	630.1	632.3	595.9
AUGUST	644	674.2	659	644
SEPTEMBER	622.7	586.3	611	615
1ST QTR	1943.6	1890.6	1902.3	1854.9
OCTOBER	665.8	665	624.9	566.9
NOVEMBER	670	658.7	677.2	612.4
DECEMBER	624	583.1	536.8	577.5
2ND QTR	1959.8	1906.8	1838.9	1756.8
6 MON TOTALS	3903.4	3797.4	6740.9	3611.7
JANUARY	N/A	606.8	601.5	555.2
FEBRUARY	N/A	493.2	510.3	499.3
MARCH	N/A	548.4	550.9	562.2
3RD QTR	N/A	1648.4	1662.7	1616.7
APRIL	N/A	655	624.7	573.4
MAY	N/A	726.9	689.9	688
JUNE	N/A	613.5	620.8	662.2
4TH QTR	N/A	1995.4	1935.4	1923.6
TOTALS	3903.4	7441.2	7339.3	7152

APPENDIX C, continued

**SINGLE STREAM RECYCLING TONNAGE STATISTICS  
RESIDENTIAL AND MUNICIPAL BUILDINGS**

Town of Vernon

	<b>FY 19/20</b>	<b>FY 18/19</b>	<b>FY 17/18</b>	<b>FY 16/17</b>
<b>JULY</b>	<b>189.9</b>	<b>189.9</b>	<b>192.95</b>	<b>191.57</b>
<b>AUGUST</b>	<b>181.81</b>	<b>210.94</b>	<b>207.55</b>	<b>206.22</b>
<b>SEPTEMBER</b>	<b>172.17</b>	<b>188</b>	<b>189.53</b>	<b>190.96</b>
<b>1ST QTR</b>	<b>543.88</b>	<b>588.84</b>	<b>590.03</b>	<b>588.75</b>
<b>OCTOBER</b>	<b>169.3</b>	<b>180</b>	<b>189.55</b>	<b>182.19</b>
<b>NOVEMBER</b>	<b>190.1</b>	<b>213.6</b>	<b>212.94</b>	<b>215.19</b>
<b>DECEMBER</b>	<b>192.3</b>	<b>193.34</b>	<b>193.18</b>	<b>218.5</b>
<b>2ND QTR</b>	<b>551.7</b>	<b>586.94</b>	<b>595.67</b>	<b>615.88</b>
<b>6 MON TOTALS</b>	<b>1095.6</b>	<b>1175.78</b>	<b>1185.7</b>	<b>1204.6</b>
<b>JANUARY</b>	<b>N/A</b>	<b>197.7</b>	<b>198.52</b>	<b>197.97</b>
<b>FEBRUARY</b>	<b>N/A</b>	<b>161</b>	<b>159.7</b>	<b>151.23</b>
<b>MARCH</b>	<b>N/A</b>	<b>180</b>	<b>159.5</b>	<b>183.46</b>
<b>3RD QTR</b>	<b>N/A</b>	<b>538.7</b>	<b>517.72</b>	<b>532.7</b>
<b>APRIL</b>	<b>N/A</b>	<b>192.97</b>	<b>205.98</b>	<b>191.29</b>
<b>MAY</b>	<b>N/A</b>	<b>232</b>	<b>220.94</b>	<b>221.47</b>
<b>JUNE</b>	<b>N/A</b>	<b>209.9</b>	<b>210.54</b>	<b>212.76</b>
<b>4TH QTR</b>	<b>N/A</b>	<b>634.87</b>	<b>637.46</b>	<b>625.52</b>
<b>TOTALS</b>	<b>1095.6</b>	<b>2349.35</b>	<b>2340.88</b>	<b>2362.77</b>