



Town of Windsor

Request for Proposals for Residential Curbside Recycling Collection Services

Proposals Due:

January 22, 2021 @ 2:00 p.m.

*Finance Department
275 Broad Street
Windsor, CT 06095*

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Residential Curbside Recycling Collection Services

1. Statement of Intent

This Request for Proposals (RFP) defines the service standards, specifications and proposal requirements for the residential curbside recycling collection program for the Town of Windsor, CT (Town). It is the intent of the Town to accept and evaluate proposals for these services including collection and processing.

Residential Curbside Collection:

Curbside Recycling Collection using the “automated” method of collection utilizing 95 gallon (and 65 gallon where circumstances require) rolling carts containing “single stream” recyclables. Such collections will service customers on a bi-weekly basis. The Town is requesting proposals to begin this service for fiscal year 2021-2022 for a five (5) year term. Upon mutual agreement of terms by both the Town and the contractor, the contract for this service may be extended for one (1) three-year extension.

The Town is requesting proposals/prices for this service with two main options: a) Where the Town purchases the original rolling carts for the residents, and/or b) Where the vendor/contractor purchases the original rolling carts for the residents in this program.

Alternate proposals that provide for a flexible rate structure for collection services may also be submitted. These proposal(s) should be fully explained as to their benefits to the Town and if there would be any changes to the rates based on an increase or decrease in recycled materials collected.

The acceptance or rejection of any of these proposal options shall be at the sole discretion of the Town.

The Town will award a contract to one vendor, based on evaluation factors in this RFP, as well as what is in the best interest of the Town. The Town of Windsor reserves the right to reject any or all of the proposals submitted. The Town of Windsor reserves the right to negotiate the cost of the proposals and to award contract to a vendor other than the vendor with the lowest cost, if it is in the best interest of the Town.

2. Contract Definitions - Curbside Recycling Collection Services

- a. “Automated Collection” shall mean the collection of recyclables from rolling carts (or containers) distributed by the Town or Contractor through the use of an automated arm or similar device attached to the collection vehicle.
- b. “Contractor” shall mean the successful Respondent(s) to this RFP and shall include the Contractor’s agents and employees.
- c. “Contractor’s Public Education Flyer” shall refer to the flyer(s) that the Contractor awarded the contract for Automated Collection shall provide to the residents on an annual basis. The flyer(s) shall be approved by the Town and be distributed upon initial award of the contract. The flier(s) shall contain, at a minimum, the following information for residents:

- i. List of materials to be collected under this service, as well as a list of materials that cannot be collected.
- ii. How to prepare materials for collection.

The Contractor shall also provide the residents with an annual calendar containing the Automated Collection schedule.

- d. "Dwelling Unit" shall mean each individual home, rental unit, apartment, or condominium occupied by a single family or single defined group of individuals. For purposes of this contract, collection services would be provided to buildings with 1 to 4 dwelling units.
- e. "Recyclables/Recycling" shall mean those materials deemed to be collected and processed separately, as specified in Section 4.
- f. "Town Manager" shall mean the appointed Chief Executive Officer of the Town of Windsor, or his designee to manage this contract.

3. Contractor Requirements – Curbside Recycling Collection Services

The awarded contractor(s) shall comply at all times with applicable Federal, State and Town laws, statutes, ordinances and regulations in their operations under this contract. Further:

- a. The contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
- b. Contractors shall have, maintain and comply with the provisions of a Town Annual Collector License for collection of solid waste and recyclables.
- c. Adjustment or Expansion of Services – The Town reserves the right to adjust or expand services required under this contract, upon written notice to the contractor. The number of residents allowed to participate in the Automated Collection program shall not be limited.
- d. The contractor shall have a minimum of three (3) years prior experience in rendering residential recycling collection service pursuant to a contract in a municipality.
- e. The contractor shall own, control, or have available for use throughout the contract term a recyclable materials processing facility. Any such facility shall have the required Connecticut DEEP permit (or similar permit from another state) for receipt of such materials. Such facilities shall be suitable for the processing of all material collected under the terms of this contract.
- f. The contractor shall provide the following information for each disposal facility it intends to use for servicing this contract, if awarded:
 1. Whether the facility is owned by the contractor
 2. The location of the facility
 3. The amount of material the facility is designed to process, and
 4. If the facility is not owned by the contractor, a summary of the relationship the contractor has with the facility owner/operator.
- g. Contractor shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, irrespective of equipment breakdowns, or similar problems.
 1. The contractor will provide a Route Supervisor to oversee the route drivers servicing the Town. The Route Supervisor will be on duty, at a minimum, Monday through Friday (or Saturday following a holiday in the week).
 2. The Route Supervisor will be available to address customer complaints each day. A phone number for this person shall be provided to the Town.
 3. The contractor shall provide a 24-hour answering service line to receive calls.
 4. Contractor's personnel will be trained both in program operations and in customer service, and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:

- i. Conduct themselves at all times in a courteous manner and use no abusive or profane language;
 - ii. Perform their duties in accordance with existing laws and ordinances;
 - iii. Be clean and presentable in appearance;
 - iv. Drive in a safe and considerate manner;
 - v. Manage all collection containers and bins in a careful manner so as to avoid spillage, littering, or damage to containers or bins;
 - vi. Monitor for any spillage from their truck or the containers and be responsible for cleaning up any litter or breakage, and avoid damage to property;
 - vii. They shall use walks and paths and shall not cut through shrubbery or hedges or across lawns; and
 - viii. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances, or while under the influence of alcohol and/or such substances.
- h. The contractor shall provide an adequate number of vehicles for collection services. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times.
 - 1. No truck shall displace or leak fluids, oil, or hydraulic fluids. Any liquids, including paint, spilled from their truck shall be the responsibility of the contractor to clean and remove. In the event any vehicle is not properly operable, the contractor shall immediately provide a substitute vehicle complying with the terms outlined herein.
 - 2. A listing of vehicles to be utilized in carrying out this contract shall be provided to the Town prior to starting work under this contract. Vehicles shall be capable of delivering materials directly to the proper facility. The contractor shall provide an updated listing annually or as changes are made.
 - 3. All vehicles must be clearly identified on both sides with the contractor's name and telephone number prominently displayed.
 - 4. The Town reserves the right to inspect said vehicles any business day throughout the term of the contract.
- i. Service to dwelling units shall not be interrupted because streets are closed temporarily.
- j. The contractor shall be responsible for damage to private and public property arising from its collection operation. The Town shall be held free of any such liability.

4. Curbside Recycling Collection Containers and Collection Methods

All automated collection services included in a proposal from a vendor shall involve the collection of recyclables from approved containers distributed by the Town or the contractor, through the use of an automated arm or similar device attached to the collection vehicle.

Automated recycling containers shall be 95 gallon in size, with wheels, and are designed to be collected from the curb. In circumstances where space is limited, or when a resident requests, a 65 gallon cart shall be provided instead. As mentioned in Section 1, the Town is requesting proposals/prices for this service with two main options: a) Where the Town purchases the original rolling carts for the residents, and/or b) Where the vendor/contractor purchases the original rolling carts for the residents in this program. Once the rolling carts are distributed to the residents, they should not be moved from the address to which they were delivered without the advance approval of the Town.

The contractor will have exclusive rights to collecting recyclables from the dwelling units provided for in this contract. However, the contractor's exclusive rights will not include items such as:

- a. Material hauled by owner, occupant, or
- b. Contractors whose removal of materials is incidental and removed at no additional cost with the use of contractor-owned vehicles (e.g., roofers, construction and demolition contractors).
- c. The Town will not be responsible for the actions of scavengers who may pull material from the waste stream.

The contractor will not be allowed to conduct a scavenging operation during collection at the curb, including removal of returnable deposit bottles and cans from the recycling waste stream.

The Recyclables under this contract shall include the following (as of December 2020) :

- a. Newspaper and inserts delivered with the newspaper
- b. White & colored office paper
- c. Corrugated cardboard
- d. Glass food & beverage containers
- e. Metal food & beverage containers
- f. Plastic containers (PET or PETE #1, or HDPE #2)
- g. Aseptic packaging (Juice and milk cartons and juice boxes)
- h. Aluminum foil (clean only)
- i. Magazines, brochures, “junk” or unwanted mail, envelopes
- j. Phone books, catalogs, hard & soft cover books, paperboard boxes, boxboard, file folders.

If and when new Recyclables are added to the above listing by the State or Town, the Town will notify the contractor to begin to collect such recyclables. There shall be no added cost to the Town for adding these materials.

Additionally, the contractor shall not knowingly collect household hazardous waste, “covered electronic devices” (CEDs), or any other material that is banned for disposal in Connecticut. Covered electronic devices under Connecticut’s state electronics law currently include televisions, computers, monitors, and similar equipment.

The collection of recyclables will occur at the curbside of each residence, except for those instances where special backyard collection service is needed. During the term of this contract, there may be times when elderly residents or those with short or long-term physical limitations are unable to bring their bin or automated collection container to the curb. In those instances, the contractor shall provide back-door collection service at no additional cost to the Town or residents. Backyard collection service will include the emptying of all containers or bins, the collection of their contents at a point regularly designated on the premises selected by the owner or occupant of a dwelling unit, except that the contractor shall not be required to enter any building or locked enclosure. Emptied containers will be replaced to their original location with the lid in place. The Town will provide a list of residents receiving this service to the contractor. At the time of this writing, there are seven (7) units that receive this service.

5. Dwelling Units to be Collected

The Town has designated all buildings with four (4) or less units per building to be eligible for collection under this contract. At the present time, there are approximately 11,000 dwelling units in Town under this definition. The Town reserves the right to expand or decrease the number of households which are eligible for collection.

6. Collection Schedule

Automated collection of recyclables shall be performed on a bi-weekly basis (every other week) and scheduled in such a way that the containers are serviced on the same day as refuse is collected in a neighborhood or on a street.

The Town requires that these materials be collected no earlier than 7:00 a.m. and be complete before 5:00 p.m., except that the 5:00 p.m. time limit may be waived in emergencies, due to inclement weather, or on collection days following a holiday. When collection will continue beyond 5:00 p.m., notice must be given to the Town as soon as is practical on the day of collection.

In weeks when there is a designated National holiday, collections will be postponed by one day, and resume the next following day, with each successive day collected on the next following day, and all stops collected by the end-of-business on the Saturday of that week. If these holidays should fall on a Sunday, the holiday shall be considered to be the following Monday. For each contract the contractor will resume a normal collection schedule in the week following a holiday.

- a. National Holidays observed include the following: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
- b. Normal weekly collection schedules will be observed for Martin Luther King Day, Presidents Day, Veterans Day and the day after Thanksgiving, even though Town offices are closed for these holidays.

The contractor may request a severe weather exemption provided the request is received by the Town Manager or designee a minimum of twenty-four (24) hours prior to the requested collection postponement. Upon postponement, collection will be made on a day agreed upon between the contractor and the Town.

The Town shall furnish to the Contractor the schedule for recycling collection. The schedule may be a street list or street map or both which indicates on which days the properties on the street are to receive collection.

After a collection pattern has been established on a particular route, written permission shall be obtained from the Town prior to substantially changing the timing of that pattern; i.e., collection of a dwelling unit which is normally done at 11:00 a.m. may not suddenly be changed to a 7:00 a.m. collection.

7. Missed Collections

The contractor agrees to pick up all missed collections on the same day the contractor receives notice of a missed collection, provided notice is received by the contractor before the contractor completes its collection work that day.

With respect to all notices of a missed collection received later on a collection day, the contractor shall pick up that missed collection before noon on the following business day.

If the Contractor collects a route on a day not scheduled for that route, he may be deemed to be in violation of the contract and may cause the Town Manager to withhold monthly payment until the Contractor has satisfied the Town Manager that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Town Manager shall be the sole judge as to whether a delay constitutes a violation or not. The Town Manager may cancel collection on any given day for emergency reasons. If the Contractor fails to observe the established schedule for more than two (2) normal working days, and if, in the opinion of

the Town Manager, there has not been sufficient inclement weather to justify such lack of observance, the Town shall serve notice either personally or by affixing notice to the Contractor's premises or place of business, that the Contractor is in default and shall take such steps as are necessary to provide service according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of the contract and shall receive no compensation under the contract from the date of notice of the default.

- a. **Violations and Penalties:** The following events are examples of violations: failure to serve each unit on designated days, failure to accomplish collection with as little noise or other nuisance as may be practical, failure to pick up any material scattered during collection, failure to use walks and paths and not cut through shrubbery or hedges or across lawns, failure to maintain all vehicles and operations in compliance with statutory weight limitations and all requirements, including safety, of all State, Local and Federal Laws, and similar occurrences.

Where, in the judgment of the Town Manager (or his designee), the Contractor has been negligent in the performance of this duties, the Town shall deduct one hundred (\$100.00) dollars for each violation or incident from the monthly payment which shall be due the Contractor. If the Contractor fails to take corrective action within twenty-four (24) hours on a request for service where the contractor is at fault, the Town shall deduct an additional one hundred (\$100.00) dollars, plus labor and equipment costs, should the Town itself take corrective action.

If in any one month, the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident, and where, in the judgment of the Town Manager (or his designee), the Contractor has been negligent, the penalty, after the first violation or incident, shall be one hundred (\$100.00) dollars for each violation or incident, and an additional two hundred (\$200.00) dollars, plus labor and equipment costs, if the incident is not corrected within twenty-four (24) hours after the Contractor has been notified.

8. Non-Recyclable Materials

If the contractor determines that a resident has set out non-recyclable materials (those not included in Section 4), the contractor's driver shall use the following procedure:

- a. The driver shall leave the non-recyclable material(s) at the resident's curbside and leave a resident education tag (referred to in Section 13) indicating acceptable materials and the proper method of preparation.
- b. If this occurs repeatedly, the driver shall record the address and the contractor shall report the address to the Town during the given collection day.
- c. If this procedure for handling non-recyclable materials is not feasible for automated collection systems, the vendor must so specify and explain, as part of their proposal, alternative public education methods to maintain and improve quality of recyclable materials set out by Town residents.

9. Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected recyclable materials in the Town.

Collection vehicles will be weighed after the completion of a route or at the end of the day, whichever occurs first. The Town requires that the contractor records the weight of the Town's recyclable materials before adding materials from another municipality or commercial customers. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the Town.

10. Ownership of Recyclable Materials Required to be Transported to a Materials Recovery Facility

All recyclable materials within the Town boundaries shall be the property of the original owner. It shall be unlawful for anyone other than the original owner of the recyclable material who placed it at the curb for pickup, or a properly licensed collector, to remove any article without permission of the Town.

All recyclable material collected in accordance with the terms hereof shall become and be the property of the contractor as soon as the same is picked up or otherwise placed in the contractor's vehicle. Contractor shall have a contractual obligation to see that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be landfilled or incinerated unless advance authorization to do so is given by the Town. Any and all costs associated with the processing and marketing of recyclable materials shall be the responsibility of the contractor.

The Town does not guarantee any minimum tonnage. Historically the annual tonnage has been in the range of 2,200 – 2,300 tons per year.

The contractor shall deliver the designated recyclables to a licensed Materials Recovery Facility, or to an end-market for sale or reuse, or to an intermediate processing center for later delivery to a MRF or end-market. The proposals must clearly specify the locations of the recyclables processing facility where material collected from the Town will be delivered. The contractor shall provide written notice to the Town in advance of any change in these or subsequent plans for receiving and processing recyclable materials collected from the Town.

12. Estimating Materials Composition as Collected

For the Automated Curbside Recycling contract, the contractor shall conduct at least one materials composition analysis of the Town's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade: i.e., industry specification or offer a suitable alternative to a composition analysis.

The results of this analysis shall include:

- a. Percent by weight of each recyclable commodity by grade as collected from the Town.
- b. Relative change compared to the previous year's composition; and
- c. A description of the methodology used to calculate the composition, including number of samples, dates weighed, and Town routes used for sampling

The contractor shall provide the Town with a copy of the analysis each year of the contract.

13. Publicity, Promotion and Education

In an effort to increase participation the contractor shall publish and distribute a public education brochure upon the initial award of a contract for the automated curbside recycling. The fliers will be requested to be re-distributed after any major changes in collection procedures occur. The contractor shall submit a draft of any public education literature for approval by the Town, at least one month before printing and distribution of any such literature.

As part of this proposal, vendors shall provide examples of public education materials they have developed for other municipalities.

The contractor shall produce “resident education tags” to be left by curbside collection crews in cases where a non-recyclable material is rejected and left at the curb. The contractor shall submit a draft of the tags for approval by the Town at least one-month before printing.

14. Annual Performance Review Meeting

An annual report, which coincides with the Town’s fiscal year (July 1st – June 30th), shall be submitted within 45 days of the completion of each fiscal year. This report should include, at a minimum, the monthly recyclables tonnages collected, the name(s) of the facility (or facilities) where those materials were delivered, and the fees incurred by those materials. Upon receipt of the contractor’s annual report, the Town and contractor shall schedule an annual meeting. The objectives of this annual meeting will include, but not be limited to the following:

- c. Review contractor’s annual report, including trends in recovery rate and participation.
- d. Review efforts the contractor has made to expand markets for recyclable materials.
- e. Review contractor’s performance.
- f. Review contractor’s recommendations for improvement to the Town’s automated curbside recycling program, including enhanced public education and other opportunities.
- g. Review Town staff recommendations for contractor’s service improvements.
- h. Discuss other opportunities for improvement during the remainder of the contract.

15. Payment

The Town will pay the contractor the contract price in monthly installments, less any penalties or costs. Payment shall commence one month after the contract begins and shall be made on or before the 30th day of the following month or within thirty (30) days of receipt of an invoice, whichever is later.

16. Contract Information

These specifications shall be incorporated in a contract(s) between the Town and the successful vendor. All work performed in accordance with this contract shall comply in every respect with all applicable laws and safety standards of the federal, state and Town.

17. Written Notice

All notices required pursuant to the terms and conditions of this contract shall be sent certified mail, return receipt requested to the parties herein at the addresses specified on the Proposal Sheets.

18. Special Provisions

The contractor agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the Contractor and will do nothing to cause the Town to come into violation of said regulations and laws and order.

19. Right to Terminate

The Town may at any time for its convenience and at its option, after giving the Contractor a thirty (30) day written notice, terminate the contract and the performance of the Services in which event the Town agrees to pay the contractor a sum for such portion of the Services as contractor shall have performed up to the time of such termination, as determined.

20. Performance Bond

The successful vendor(s) shall, within ten (10) business days after award notice or at the signing of the contract, whichever comes first, furnish a Performance Bond for 100% of the expected costs of services under the proposal for one year. For each succeeding year for the life of the contract, the Contractor must, submit a letter from a bonding or surety company, licensed to do business in the State of Connecticut, stating that they will, provide a Performance Bond for the services under the contract price for the upcoming year. This procedure will be followed in succeeding years. In lieu of a Performance Bond, the town may consider a cash surety or other surety, which, in the opinion of the Town Manager and Town Attorney, shall provide sufficient protection to the Town. The Town of Windsor will not be liable for the accrual of interest on any certified or cashier's check submitted.

21. Insurance and Indemnification

The successful vendor(s) shall be required to furnish a Certificate of Insurance naming the Town as an additional insured along with providing the endorsement naming the Town of Windsor as an additional insured with the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Windsor as the Additional Insured will be grounds for termination of the contract.

1. Commercial General Liability Insurance

The Contractor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Automobile Liability Insurance

The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers.

Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

The Contractor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation Policies shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

Indemnification:

The Contractor shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

Court Litigation and Waiver of Jury Trial – Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation – All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief – Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

22. Compliance with the Town of Windsor Code of Ethics

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the Town at any time within six months after terminating service with the Town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30)

Proposal Submission

Submission and Deadline

All proposals must be received by 2:00 p.m., January 22, 2021. The proposal(s) shall be placed in a sealed envelope and clearly marked “**Residential Curbside Recycling Collection Services**”

Proposals shall be addressed or delivered to:

Mr. James Bourke
Finance Director
Town of Windsor
275 Broad Street
Windsor, Connecticut 06095

As an alternative, proposals may also be submitted electronically to: bourke@townofwindsorct.com

There will be no public reading of Proposals. Proposals shall not be available for public inspection until after the selection process is complete. Proposals may not be withdrawn for a period of 120 days. Proposals received later than the time and date specified will not be considered.

Questions and Addenda

Questions about this RFP may be directed to Mark Goossens, Solid Waste manager by email at goossens@townofwindsorct.com, not later than Friday, January 8th. All information given by the Town except written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Vendor or prospective Vendor responding to this RFP against the Town.

Answers to these questions will be addressed in an addendum which will be issued on the Town of Windsor website at townofwindsorct.com. It shall be the responsibility of the vendor to download this information before submitting their proposal(s). The Town of Windsor will not mail a separate hard copy of any Addendum/Addenda. No addendum will be issued less than three calendar days before the scheduled due date unless it is to postpone the due date.

Qualifying Information

The Town shall require submission with the Proposal of the following supporting data regarding the qualifications of the proposer in order to determine whether the proposer is a qualified, responsible proposer. The proposer will be required to furnish the following information:

- (a) An itemized list of the Proposer's equipment available for use on the contract at the commencement period specified.
- (b) A copy of the latest available certified financial statement of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) and evidence that the Proposer is bondable and insurable at the levels specified herein.
- (c) Evidence that the Proposer is in good standing under the laws of the State of Connecticut, and in the case of corporations organized under the laws of any other State, evidence that the Proposer is licensed to do

business and in good standing under the laws of the State of Connecticut or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

- (d) Evidence, in form and substance satisfactory to the Town, that the Proposer (or Proposer's subsidiaries or affiliates) has been in existence for excess of five (5) years and possesses not less than three (3) years actual operating experience in recyclable materials or solid waste collection and/or marketing and operating a facility for processing of recyclable materials.

It is the responsibility of all proposers to tour the Town and familiarize themselves with the work required by the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each proposer and shall constitute a waiver by each of all claims of error in proposal, withdrawal of proposal or payment of extras, or combination thereof, under the executed contract, or any revision thereof.

Each proposal shall be irrevocable for a period not less than one hundred twenty (120) days from the opening thereof. The selected proposer shall execute the Agreement incorporating their submittal within five (5) days of delivery of the agreement.

Proposal Evaluation

1. Proposals in response to this RFP will be reviewed against criteria listed below.
 - a. The contractor's understanding of the service requirement(s), its purpose, scope and field as evidenced by the quality of the proposal submitted. This will include the background and experience of the Contractor in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector customers.
 - b. Competitiveness of cost proposal, although the Town is not bound to select the contractor who proposes the lowest cost for services. The Town reserves the right to make such awards, including accepting a proposal although not the lowest proposed cost, as it deems in its sole discretion to be in the best interest of the Town. The Town reserves the right to negotiate costs and modifications to the scope of the work with the selected contractor(s).
 - c. The quality and effectiveness of the contractor's customer service plan, the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of services.
 - d. Pending NOV with the State Department of Energy and Environmental Protection and/or the State Department of Labor, as well as outstanding lawsuits for related services to those in this RFP.
 - e. The contractor's responsiveness and compliance with the RFP requirements and conditions.
 - f. A review of references from other clients as provided in the Proposal submitted.
2. The Town reserves the right to short list the proposals received and arrange for interviews/oral presentations to the Town if so desired.
3. The Town reserves the right to negotiate with the selected Proposer(s) prior to an award of any contract pursuant to this RFP.
4. The Town reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. The Town reserves the right to reject any proposals that are unbalanced to the detriment of the Town. Non-selection of any proposal will mean that

another acceptable proposal was deemed to be more advantageous to the Town, or that no proposal was accepted.

**Proposal Cover Sheet
Form A**

Name of Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

The above mentioned company hereby proposes to provide Curbside Recycling Collection Services to the Town of Windsor as follows;

Lump Sum Price, Per Year, for Collection of Curbside Recyclables using the “Automated” method as described in these specifications and the proper processing of these “single stream” recyclables. The Town is requesting proposals to begin this service during fiscal year 2021-2022 and continue for a five (5) year basis, with the option for one three-year extension(s) with the approval of the Town and the contractor.

A) Annual Cost for Bi-Weekly Collection, Lump Sum (these prices should assume that the Town purchases the rolling carts [64 and 96 gallon sizes]):

Year 1 : \$ _____
Year 2 : \$ _____
Year 3 : \$ _____
Year 4 : \$ _____
Year 5 : \$ _____

B) Annual Cost for Bi-Weekly Collection, Lump Sum (these prices should assume that the Contractor purchases the rolling carts [64 and 96 gallon sizes]):

Year 1 : \$ _____
Year 2 : \$ _____
Year 3 : \$ _____
Year 4 : \$ _____
Year 5 : \$ _____

Form B
Description of Organization

1. Name of Business:

Address: _____

2. Form of Business (Corporation, partnership, etc.):

3. Provide a complete list of all officers, partners, etc.:

Name	Address	Title	Ownership Interest
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. State of Incorporation (or Partnership), and Date:

5. List all firms participating in this proposal (including subcontractors, etc.), and state their roles:

6. Identify and describe any agreements between the parties for this project:

7. Is the proposer licensed to do business in Connecticut, and is the firm in good standing (attached statement from Secretary of State): _____
8. Attach a list of all parties for whom the proposer has performed like or similar services in the past five years, and identify an owner's representative and phone number.
9. Describe the firm's collection, transportation and processing experience as applicable to this project.

[Attach information regarding experience of the firm and its key personnel.]
10. Has the entity or any of its principals, owners, officers, partners, directors, or stockholders of the entity been the subject of a criminal investigation within the past five years? _____
11. If the answer to the above is yes, state: The court in which the investigation is taking or took place, the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation, and the identity of the person or entity involved.

12. Has any indictment arisen out of any such investigation? _____
13. If the answer to the above is yes, state: the person or entity indicated and the status of any such indictment: _____
14. Has any entity (e.g. corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the proposer has an ownership interest in ever been the subject of a criminal investigation?

15. If the answer to the above is yes, state: The court in which the investigation is taking or took place, the approximate date the investigation commenced and, if applicable, concluded, the subject matter of the investigation, and the identity of the person or entity involved.

16. Has any indictment arisen out of any such investigation?_____

17. If the answer to the above is yes, state: the person or entity indicated and the status of any such indictment:_____

Signatures:

Chief Executive Officer:

_____ Typed Name: _____

Date: _____

Chief Financial Officer:

_____ Typed Name: _____

Date: _____

**TOWN OF WINDSOR
PROPOSER'S STATEMENT OF QUALIFICATIONS**

Page 1

RECYCLING CURBSIDE COLLECTION SERVICES

This Form will be used in assessing a proposer's qualifications and to determine if the proposal submitted is from a responsible proposer. Factors such as past performance, integrity of the proposer, conformity to the specifications, etc. will be used in evaluating proposals. Attach additional sheets if necessary.

COMPANY NAME: _____

&
ADDRESS: _____

Size of Company
or Corporation: Number of Employees: Full Time_____ Part Time_____

Company Value: Equipment Assets_____ Total Assets_____

Number of years your company has been engaged in business under this name:_____ years

List any contract awards to your company by the Town of Windsor within the last three (3) years.

<u>Project Name</u>	<u>Date of Contract</u>	<u>Dollar Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

List at least three completed projects similar in nature to this Request For Proposal which demonstrates your company's ability to perform the required services.

<u>Company Name and Address</u>	<u>Telephone No.</u>	<u>Dollar Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____