

TOWN OF SOMERS

CONNECTICUT

REQUEST FOR PROPOSALS

MUNICIPAL SOLID WASTE DISPOSAL SERVICES

March 15, 2021

Electronic proposals for the project named above will be received by the Director of Public Works at trolland@somersct.gov until 11:00 am, Wednesday, March 31, 2021. Results will be posted to the Town of Somers website at www.Somersct.gov by 11:00 AM Wednesday April 7, 2021.

Specifications and proposal documents are contained herein.

The Town of Somers reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Town.

TOWN OF SOMERS, CONNECTICUT
REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL SERVICES

General Information

The Town of Somers, Connecticut (“Town”), a community with a population of approximately 10,800, is seeking a qualified company (“Company”) to provide transportation and disposal of Waste and Recyclables collected in the town.

The purpose of this Request for Proposals (“RFP”) is to select a Company that has a demonstrated experience in providing such services in the State of Connecticut municipal market and understanding of standards and requirements typical for such services. The Municipal Waste Disposal Services must be provided in a cost-effective, efficient, regulatory-compliant and reliable manner pursuant to this Request for Proposals.

For additional information, please email, Todd Rolland, Public Works Director, at trolland@somersct.gov

1. INTRODUCTION

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

2. KEY EVENT DATES

Advertisement of Request for Proposals	March 15, 2020
Proposal Submission Deadline	March 31, 2021 by 11:00 A.M.
Results Posting	April 7, 2021 by 11:00 A.M.
Proposal Awarded (Not Definite)	April 21, 2021
Commencement of Work	July 1, 2021
Completion Date	June 30, 2024

3. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposals must be submitted electronically with the subject line of "Municipal Solid Waste Disposal Services" to trolland@somersct.gov.
- B. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- C. Proposals are considered valid for sixty (60) days after proposal submission deadline. Proposers may not withdraw, cancel or modify their proposal for a period of sixty (60) days after dead line.
- D. Proposals must be signed by an authorized person representing the legal entity of the firm submitting the proposal.
- E. The inability to meet any specified requirements(s) must be stated in writing and attached to the proposal form, or written on the proposal form.

4. PRESUMPTION OF PROPOSER BEING FULLY INFORMED

At the time the proposal(s) are received, each proposer is presumed to have read and be thoroughly familiar with all proposal documents for this project. Failure or omission of the proposer

to receive or examine any information shall in no way relieve any proposer from obligations with respect to their proposal.

5. INTERPRETATION OF ACCEPTABLE WORK

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

6. TAX EXEMPTIONS

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

7. INSURANCE

- A. The firm awarded this proposal must provide a current Certificate of Insurance to the Town PRIOR to commencement of work, with the following requirements,
- B. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- C. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- D. Umbrella or Excess Liability policy with a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate, when required by the Town of Somers. The umbrella or excess liability coverage must show pollution as an underlying coverage.
- E. Pollution Liability/Environmental Impairment Insurance with minimum limits of \$2,000,000 aggregate. 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
- F. Worker's Compensation, as required by Connecticut State statute. Waiver of subrogation to apply in favor of the Town of Somers.
- G. The "Town of Somers" is to appear as an additional insured on a primary non-contributory basis on all Certificates of Insurance for General Liability, Automotive Liability, and Pollution Liability coverage.
- H. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Somers.
- I. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Chief of Financial Officer", Town of Somers, 600 Main Street, Somers, Connecticut 06071"

8. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this proposal according to its provisions, the firm awarded this proposal must provide to the Town of Somers, at the firm's expense, a performance and payment bond. The amounts of the performance and payment bonds are each to be calculated as follows: one hundred percent (100%) of 4,600 tons (the estimated annual total tonnage of Solid Waste generated) multiplied by the per ton Proposal Price submitted by the Proposer on the Proposal Form for the first year of the term of the Agreement. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Chief Financial Officer", Town of Somers", and delivered to the Town prior to commencement of work.

9. PERMITS
The Proposer is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees.
10. FAIR EMPLOYMENT PRACTICES
The Proposer agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.
11. AWARDING THE PROPOSAL
The Town of Somers reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Somers prior year(s) property taxes.
The "Proposal Awarded" date in section 2, titled Key Event Dates is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.
12. MODIFICATIONS AND ADDENDA
The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.somersct.gov. Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.
13. NON-APPROPRIATION CLAUSE
The Town's fiscal year commences on July 1st and ends on the next following June 30th. The contract for these services will be subject to the appropriation and disbursement of funds by the Town sufficient for the contract for these services for each fiscal year in which the Contract is in effect. The Town shall have the right to terminate the Contract in whole or in part without penalty to the Town in the event that sufficient funds to provide for Town payment(s) under the Contract are not appropriated not authorized, or not made available or such funding has been reduced. In the event that the Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and such funds are not appropriated or are not disbursed to the Town, the Town shall have the right to terminate the Contract in whole or in part without penalty to the Town.
14. HOLD HARMLESS AGREEMENT
The Contractor shall defend, indemnify, and hold harmless the Town, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.
15. CONTRACT TERM
The term of this initial contract is three (3) years, beginning on July 1, 2021 and ending on June 30, 2024, with a three (3) year extension if agreed to by the Town and the proposer.

END OF STANDARD INSTRUCTIONS

TOWN OF SOMERS, CONNECTICUT

SCOPE OF SERVICES

MUNICIPAL SOLID WASTE DISPOSAL SERVICES

The selected Company is expected to provide all equipment, labor and services required to transport and dispose of all waste managed and collected on behalf of the Town, and deliver to an acceptance facility or facilities, as follows:

- A. The Company will be required to remove Town owned 40 yard dumpsters of MSW, Single Stream Recyclables, Cardboard (OCC), Furniture, Rugs, and C&D (demo) types of waste from the Town of Somers Transfer Station / Recycling Center located at 127 Egypt Road, Somers, CT 06071 and provide dumpsters and/or carts, for the collection and removal of waste and recyclables of Town facilities listed in the table labeled "Town of Somers Public Facility Waste Services".
- B. Curbside Collection. The Town of Somers has a Hybrid curbside collection system wherein the Company provides collection carts or dumpsters for MSW and Recycling to each property that enters into a private agreement with the Company for waste collection. As this is a per-property privately contracted service, the container size and collection frequency are negotiated between the property and the Company. Each property that opts for curbside collection pays an annual fee to the Company for this service. Waste collected is billed per ton to the Town of Somers monthly. All such billing shall be at the same rate as the waste collected at the Town of Somers Transfer Station. There are approximately 2,500 households that have historically opt for private curbside collection.
- C. The Company must furnish sufficient equipment, labor, financial capability, and experience to begin removal of said materials from the Town by July 01, 2021.
- D. 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. Acceptance facilities must have calibrated 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.
- F. The Town or its designated representatives have the right to make periodic inspections of any acceptance facility location used by the Company.
- G. The Company will be expected to provide monthly and annual reports to the Town, documenting the total quantities of wastes accepted and associated charges for wastes.
- H. The Company will provide monthly invoices to the Town.
- I. The Town will not guarantee any minimum or maximum quantity of wastes. An example of the Town's waste tonnage statistics are provided in Appendix B.
- J. The Town will select the proposal with the terms most advantageous to the Town. Disposal cost may not be the sole determining factor.
- K. The Town requires the Company to have reliable waste disposal processing, and the Company must demonstrate appropriate operating contingencies and redundancies.

END OF SCOPE OF SERVICES

TOWN OF SOMERS, CONNECTICUT

SELECTION PROCESS

MUNICIPAL SOLID WASTE DISPOSAL SERVICES

Services under this RFP will be for the period starting on July 1, 2021. The Agreement will operate on a fiscal year basis, as follows:

Year 1 – July 1, 2021 to June 30, 2022

Year 2 – July 1, 2022 to June 30, 2023

Year 3 – July 1, 2023 to June 30, 2024

The Town may accept the proposal, which will, in its opinion, most completely meet the requirements of the RFP. The Town solely determines which proposal best meets the specifications and is in the best interest of the Town of Somers. 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 the Proposal Form Appendix A of this RFP, including all information required 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 proposer's experience and expertise in providing municipal solid waste disposal services; guarantee of capacity during the agreement period; past experience with the Company; recommendations of entities for which the proposer has previously provided services; and the total estimated cost to the Town. The cost shall not be the sole factor in evaluating proposals. 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 is expected to occur prior to May 31, 2021.

END OF SELECTION PROCESS

TOWN OF SOMERS, CONNECTICUT
REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL SERVICES
PROPOSAL FORM

Name of Company Submitting the Proposal: _____

Street Address:

Mailing Address:

Contact Name and Title:

Phone:

E-mail:

References: Provide three (3) references of current customers receiving similar disposal services.

Reference One:

Contracting Authority: _

Contract Contact:

Contact Phone Number:

Contract Term and Description:

Reference Two:

Contracting Authority: _

Contract Contact:

Contact Phone Number:

Contract Term and Description:

Reference Three:

Contracting Authority:

Contract Contact:

Contact Phone Number:

Contract Term and Description:

PROPOSAL FORM (continued)

FEE PROPOSAL

Price for Municipal Solid Waste Disposal and Processing

Indicate the prices in dollars and cents per ton to be charged for Municipal Solid Waste (MSW) disposal from the Town Transfer Station and Curbside.

Amount per ton for MSW Disposal Services

July 1, 2021 to June 30, 2022 _____

July 1, 2022 to June 30, 2023 _____

July 1, 2023 to June 30, 2024 _____

Indicate the prices in dollars and cents to be charged for Municipal Solid Waste (MSW) hauling from the Town Transfer Station.

Hauling per 40 Yard Dumpster of MSW from the Town Transfer Station

July 1, 2021 to June 30, 2022 _____

July 1, 2022 to June 30, 2023 _____

July 1, 2023 to June 30, 2024 _____

Price for Bulky Waste (NPW-Non Processible Waste) Disposal

Indicate the price per ton in dollars and cents per ton to be charged for Bulky Waste Disposal. Bulky Waste is defined as furniture, rugs and construction and demolition waste.

Amount per ton for Bulky Waste Disposal

July 1, 2021 to June 30, 2022 _____

July 1, 2022 to June 30, 2023 _____

July 1, 2023 to June 30, 2024 _____

Indicate the prices in dollars and cents to be charged for Bulky Waste (NPW) hauling from the Town Transfer Station.

Hauling per 40 Yard Dumpster of Bulky Waste from the Town Transfer Station

July 1, 2021 to June 30, 2022 _____

July 1, 2022 to June 30, 2023 _____

July 1, 2023 to June 30, 2024 _____

PROPOSAL FORM (continued)

Price for Recyclable Processing

Indicate the price in dollars and cents per ton to be charged for the processing of Recyclables from the Town Transfer Station and Curbside.

Amount per ton for Recyclable Processing

July 1, 2021 to June 30, 2022

July 1, 2022 to June 30, 2023

July 1, 2023 to June 30, 2024

Indicate the prices in dollars and cents to be charged for Recyclable hauling from the Town Transfer Station.

Hauling per 40 Yard Dumpster of Recyclables from the Town Transfer Station

July 1, 2021 to June 30, 2022

July 1, 2022 to June 30, 2023

July 1, 2023 to June 30, 2024

Price for Town Facilities Services

Indicate the price in dollars and cents to be charged for the collection (emptying) of each container from each location. Please note there are separate columns for MSW and Recycling.

Town of Somers Public Facility Waste Services

			MSW	Frequency	Monthly Cost	Recycling	Frequency	Monthly Cost
4	Vision Blvd	Elementary School	10 Yard	2 x per Week		10 Yard	Weekly	
1	Vision Blvd	MBA Middle School	10 Yard	2 x per Week		10 Yard	Weekly	
5	Vision Blvd	High Schools	10 Yard	2 x per Week		10 Yard	Weekly	
3	Vision Blvd	School Maint. Shop	6 Yard	Weekly		N/A	N/A	N/A
2	Vision Blvd	Somers Public Library	4 Yard	Monthly		2 Yard	Every 2 Weeks	
400	Main Street	Somers Fire Department	2 Yard	Weekly		2 Yard	Every 2 Weeks	
600	Main Street	Town Hall	2 Yard	Weekly		2 Yard	Weekly	
19	Battle Street	Senior Center	2-95 Gallon Carts	Weekly		1-95 Gallon Cart	Weekly	

**TOWN OF SOMERS, CONNECTICUT
REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL SERVICES
APPENDIX A**

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

Name of Company

Date

Address

City, State, Zip

Email

Phone

Name of Authorized Person

Title

Signature

APPENDIX B

Solid Waste Tonnage Example Amounts

TONNAGE				
7/1/2019- 6/30/2020	MSW (Trash)	Recycling	Bulky Waste	Curbside MSW
Jul-19	161.40	33.64	46.98	153.81
Aug. - 19	148.05	31.62	58.94	163.94
Sept. - 19	150.16	50.13	59.69	157.06
Oct. - 19	136.88	27.96	47.57	149.00
Nov. - 19	134.86	42.33	59.98	158.39
Dec. - 19	172.08	66.68	41.59	139.93
Jan. -20	139.07	30.15	51.21	149.78
Feb. - 20	82.20	26.67	31.21	117.63
Mar. - 20	151.48	39.11	85.05	141.03
Apr-20	145.83	36.63	71.28	160.83
May. - 20	118.08	35.62	81.32	173.75
Jun-20	113.64	42.18	75.84	163.15
	1,653.73	462.72	710.66	1,828.30