

**TOWN OF GRANBY, CONNECTICUT**  
**REQUEST FOR PROPOSALS**  
**MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES**  
**CONTRACT # 2020-07**  
**APRIL 23, 2020**

- Publication Date: April 23, 2020.
- Submission of questions due by email: Friday, May 8, 2020 at 1:00 p.m.
- Answers to all so received questions posted: Monday, May 11, 2020 at 5:00 p.m.
- Proposal Opening: Thursday, May 14, 2020 at 1:00 p.m.

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I.

**LEGAL NOTICE**

TOWN OF GRANBY, CONNECTICUT

REQUEST FOR PROPOSALS

CONTRACT 2020-07

Municipal Solid Waste Disposal, Processing and Recycling Services

The Town of Granby is seeking a qualified company to provide one or more permitted facilities within or proximate to the geographic boundaries of the town to receive and process the wastes and recyclables managed from the Town starting July 1, 2021. A company must have demonstrated experience in providing such disposal, processing and recycling services in the Connecticut municipal market and understanding of standards and requirements typical for such service.

The documents comprising the Request for Proposals may be obtained on the Town's website, [www.granby-ct.gov](http://www.granby-ct.gov) under Public Documents, RFPs/RFQs. A letter of interest, together with general information on the firm and experience of the firm, shall be addressed to: Mr. John D. Ward, Town Manager, Town of Granby 15 North Granby Road, Granby, Connecticut 06035. All respondents should provide one (1) original and two (2) hard copies of their Statement of Proposals and one digital copy (Adobe PDF). All submissions shall be provided in a **sealed** envelope, clearly marked on the outside of the envelope, **RFP Contract # 2020-07 Municipal Solid Waste Disposal- Processing and Recycling Services Town of Granby**. All letters of interest must be postmarked by a U.S. Post Office (if mailed) or brought to the Town Manager's Office at the above address (if hand-delivered) no later than 1:00 p.m. local time, Thursday, May 14, 2020 at which time the submittals will be opened and read aloud. Responses received or postmarked after this date will not be considered. E-mailed, faxed or late bids will not be accepted.

Each proposer 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. All questions about the proposals should be directed electronically to Public Works Director, Mr. Kirk Severance by e-mail at [kseverance@granby-ct.gov](mailto:kseverance@granby-ct.gov) not later than 1:00 p.m. on Friday, May 8, 2020. Answers to all so received questions shall be posted by Monday, May 11, 2020 at 5:00 p.m. on the Town's website at <https://www.granby-ct.gov/> under the heading of Bids and Contracts with reference to RFP Contract # 2020-07. The Town of Granby is an Affirmative Action Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

After review of all qualifications, including fee proposals, the Town of Granby reserves the right to reject any or all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Granby. The selected contractor will enter into a contract with the Town.

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John D. Ward  
Town Manager

TOWN OF GRANBY, CONNECTICUT

REQUEST FOR PROPOSAL

CONTRACT # 2020-07

APRIL 23, 2020

Municipal Solid Waste Disposal, Processing and Recycling Services

**(1) GENERAL INFORMATION**

The Town of Granby, Connecticut (“Town”), a community with a population of approximately 11,000, 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 July 1, 2021. The Town currently has a Municipal Service Agreement with Connecticut Materials Innovation and Recovery Authority.

On behalf of the Town, a Contractor picks up Solid Waste weekly and Single Stream Recycling bi-weekly from residences in Granby. Currently the solid waste and recycling are brought to the Hartford MIRA station. 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 manner under the terms of a 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 on July1, 2021.
- c. Acceptance facilities:
  - (1) may be transfer stations, conversion facilities, landfills, incinerators, or any other properly 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 at the currently utilized MIRA Materials Recovery Facility, as explained in Appendix C, as the same may be modified from time to time hereafter;
  - (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's agents.
- 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. 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.
- f. 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.

- g. 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.
- h. 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.
- i. 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 Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- j. The Company shall give the Town's agents 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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 agreement will operate on a fiscal year basis, as follows:

Year 1: July 1, 2021 - June 30, 2022

Subsequent Years: July 1<sup>st</sup> - June 30<sup>th</sup>

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 Granby. 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 and **Appendices D-H**. 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.

This RFP is not a contract offer and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP.

#### **(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. **PROPOSAL BOND**

Firms submitting proposals are required to furnish a proposal surety at the time the first proposal is opened. The amount of the proposal bond is to be calculated as follows: ten percent (10%) of 4,300 tons (the estimated annual total tonnage of Solid Waste to be delivered by the Town to the Solid Waste Disposal Facility) 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 proposal surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

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:

**Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Five Million Dollars (\$5,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under all agreements and contracts relative to the subject matter of this RFP. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.

**Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

**Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$500,000 each accident, \$500,000 for each disease/policy limit, and \$500,000 for disease for each employee.

**Pollution Liability/Environmental Impairment Insurance** with limits up to \$2,000,000 aggregate limit. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the



date of Final Payment by Owner to Respondent or expiration date of the Contract whichever occurs later.

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 with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby. The respondent shall include the Town of Granby as an Additional Insured on all such insurance, except Workers' Compensation coverage.

The Town shall be named as an additional insured as its interest may appear on the appropriate coverage. The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

If any policy is written on a "Claims Made" basis, an extended reporting period of at least (2) two years from the completion date of the contract is required. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

**DEFENSE, HOLD HARMLESS AND INDEMNIFICATION.** The successful respondent agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town of Granby, and all of its employees, officers, officials, agents, volunteers, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all fines proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including the costs of clean up and/or remediation, attorney's fees, alleged to arise out of or relating, directly or indirectly, to the successful Respondent's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful Respondent's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Respondent's insurance coverage. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Respondent, or anyone directly or indirectly employed or contracted by the successful Respondent, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful Respondent's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The successful Respondent shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost. The insurance types and requirements listed in this RFP and in any subsequent agreements are not intended to be a limitation of liability.

## **(5) RFP PROCEDURE**

### 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 posted on the Town Website.

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.

Two (2) 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 # 2020-07" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Granby, 15 North Granby Road, Granby, Connecticut 06035 by 1:00 pm on Thursday, May 14, 2020 at which time proposals shall be opened and read aloud publicly.

Proposals must be received in the Granby Town Hall, Office of Town Manager, 15 North Granby Road, Granby, CT 06035 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do NOT satisfy this condition. The Town will not accept submissions by fax or E-mail Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form. Proposals may be withdrawn personally or

in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer. Upon award of the RFP, the winning respondent shall be bound by the proposal price throughout the contract period. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

All proposals will be publicly opened as received on the date, at the time, and at the place identified in this RFP. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control. The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP. The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation. The Town will issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except Kirk Severance, Public Works Director, electronically at [kseverance@granby-ct.gov](mailto:kseverance@granby-ct.gov). All questions about the proposals should be directed to Kirk Severance, Public Works Director by e-mail to [kseverance@granby-ct.gov](mailto:kseverance@granby-ct.gov). no later than 3:00 p.m. May 8, 2020. 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.granby-ct.gov> RFP-RFQ Contract # 2020-07.

No additions or changes to the original qualification statement will be allowed after submittal. A proposer's failure to comply with this requirement may result in disqualification. If there are any conflicts between the provisions of these Instructions to Proposers and any other documents comprising this RFQ, these Instructions to Proposers shall prevail.

The Town is not responsible for any costs incurred by any Responder in connection with this RFP. The expenses incurred by any Responder in the presentation, submission, and presentation of their proposal are the sole responsibility of the Responder and shall not be charged to the Town.

Each proposer must submit at minimum information requested in **Appendix A** and **Sections 4(B)-(D) and 5(B) and Appendices D-H** 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 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
    - The proposal should include the following:
      - **Exceptions** to the RFQ
      - **Default:** Has either the proposer ever defaulted on a contract? If so, where and why.
      - **Arbitration/Litigation:** Has either the proposer (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?
      - **Debarment:** Is the proposer or any of its principals on the State of Connecticut's Debarment List?
      - **OSHA:** Has the proposer, its principals or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal?
      - **Criminal Proceedings:** Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings and each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?
      - **Ethics and Offenses in Public Projects or Contracts:** Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

- **Affidavits Required:** Non-Collusion, Non-Conflict Affidavit and EEO/Affirmative Action Affidavit (attached).

## **6. GENERAL CONDITIONS**

### **A. Compliance with Laws**

1. **Non-Discrimination and Affirmative Action.** Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts.

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. The Successful Contractor must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply.

2. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999,

concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006.

**B. Legal Status**

Complete the form signifying the proposers' legal status.

**C. Presumption of Proposer's Full Knowledge**

Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

**D. Additional Information**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

**E. Tax Exemptions**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. The Federal Tax Exemption is # 054-2472-000. The Town is exempt from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

**F. Cost, Ownership**

Ownership of Documents – All proposals including qualification statements submitted in response to this Request for Proposals (RFP) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Town unless stated otherwise in the RFP or contract.

Costs of Submissions - Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

**G. Confidentiality, Freedom of Information**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret, or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information. In no event will the Town be responsible for the inadvertent disclosure of a response to this RFP. If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

**H. Miscellaneous**

1. **Rejection for Default or Misrepresentation** - The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
2. **Clerical Error**- The Town reserves the right to correct inaccurate awards resulting from its clerical error.
3. **Rights Reserved to the Town** – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
4. **Withdrawal of Qualification Statements** – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
5. **Assigning, Transferring of Agreement** – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.
6. **Cost of Preparing Qualification/Proposal Statements** – The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the



requirements of this request. Emphasis should be on completeness and clarity of content.

7. **Advertising** – The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval. If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town’s permission to the successful proposer to do so is not a statement about the quality of the successful proposer’s work or the Town’s endorsement of the successful proposer.
8. **W-9 Form** – The successful proposer must provide the Town with a completed W-9 form before Contract execution.
9. **Payments** – Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications. “In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.
10. **Subcontracting** Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract. All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

11. **Licenses and Permits** The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.
  
12. **Validity** The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.
  
13. **Connecticut Law and Courts** The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.
  
14. **Non-Employment Relationship**. The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.
  
15. **AMENDMENT / TERMINATION** 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.Granbyct.org](http://www.Granbyct.org), under "Public Documents RFPs/ RFQs". Each proposer 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.

The contract will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties.

*- The remainder of page intentionally left blank -*

**Town of Granby, Connecticut**

**Request for Proposal**

**Contract # 2020-07**

**April 23, 2020**

Municipal Solid Waste Disposal, Processing and Recycling Services

APPENDIX A

**FEE PROPOSAL**

<b>Item</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>	<b>Option 5</b>
<b>Est. Disposal Fee / Ton</b> July 1 – June 30					
<b>Agreement Deadline to Bind Option (DATE)</b>					
<b>Nominal Term</b> <u>Years</u>	5	15	3	6	15
<b>Nominal Term</b> <u>Exp. Date</u>					
<b>Commitment to Accept Waste for Disposal (Y/N)</b>					
<b>Town's Commitment of MSW and Recyclables</b>	<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
<b>Minimum Tonnage Commitment by Town (Put-or-Pay) (Y/N)</b>					

<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</b>					
<b>Recycling Rebate Eligibility (Y/N)</b>					
<b>Recycling Rebate / Ton</b>					
<b>Recycling Revenue / Ton</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).*

**Town of Granby, Connecticut**

**Request for Proposal**

**Contract # 2020-07**

**April 23, 2020**

Municipal Solid Waste Disposal, Processing and Recycling Services

APPENDIX B

**MSW Tonnage by Month**

<b>Fiscal Year</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>
FY 15 Actual	531	479	480	511	455	501	431	375	416	400	414	419
FY 16 Actual	426	394	371	376	409	454	412	423	411	344	358	413
FY 17 Actual	367	464	374	343	349	325	333	276	329	304	353	392
FY 18 Actual	352	372	337	355	388	328	358	303	322	349	390	355
AVG FY 15-18	419	427	391	396	400	402	384	344	370	349	379	395
FY 19 Actual	378	390	341	392	361	348	335	285	314	363	401	351
Deviation from AVG	(41)	(38)	(50)	(4)	(39)	(54)	(48)	(60)	(55)	14	22	(44)
Deviation from AVG	(10%)	(9%)	(13%)	(1%)	(10%)	(13%)	(13%)	(17%)	(15%)	4%	6%	(11%)

**MSW Cumulative Tonnage by Fiscal Year**

<b>Fiscal Year</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>
FY 15 Actual	531	1,010	1,490	2,001	2,456	2,957	3,389	3,764	4,180	4,580	4,994	5,413
FY 16 Actual	426	821	1,192	1,568	1,977	2,430	2,843	3,265	3,676	4,020	4,378	4,791
FY 17 Actual	367	831	1,205	1,548	1,897	2,223	2,555	2,832	3,161	3,465	3,818	4,210
FY 18 Actual	352	724	1,061	1,416	1,804	2,132	2,490	2,793	3,116	3,465	3,854	4,209
AVG FY 15-18	419	846	1,237	1,633	2,033	2,436	2,819	3,164	3,533	3,882	4,261	4,656
FY 19 Actual	378	768	1,108	1,500	1,862	2,210	2,545	2,830	3,144	3,508	3,909	4,259
Deviation from AVG	(41)	(79)	(129)	(133)	(172)	(226)	(274)	(334)	(389)	(375)	(352)	(396)
Deviation from AVG	(10%)	(9%)	(10%)	(8%)	(8%)	(9%)	(10%)	(11%)	(11%)	(10%)	(8%)	(9%)

**Town of Granby, Connecticut**

**Request for Proposal**

**Contract # 2020-07**

**April 23, 2020**

Municipal Solid Waste Disposal,  
Processing and Recycling Services

APPENDIX C

RECYCLABLE MATERIALS

ACCEPTED AT MIRA 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.

**APPENDIX D  
PROPOSAL FORM  
RFP 2020-07  
DISPOSAL OF MUNICIPAL WASTE AND RECYCLING**

This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is provided.

Complete the following respondent information:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

To Town Manager:

We submit for your consideration our RFP 2020-07, Disposal of Municipal Waste and Recycling, We have read the RFP documents and our submitting our bid in full compliance with all terms and conditions except as noted under "Exceptions".

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

**Certificate of Insurance**

Provide a certificate of insurance from \_\_\_\_\_

(Insurance Company)

**Original Contracts**

Provide two (2) original contracts, in a form provided by the Town, executed by authorized officer of awarded Respondent.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



**PROPOSER'S LEGAL STATUS DISCLOSURE**  
**RFP 2020-07**  
**DISPOSAL OF MUNICIPAL WASTE AND RECYCLING**  
**APPENDIX E**

Please fully complete the applicable section below, attaching a separate sheet for additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's on name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

Does the proposer have a "permanent place of business" in Connecticut as defined above? \_\_\_yes \_\_\_no

**SOLELY OWNED BUSINESS**

Owner's Full Legal Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

**CORPORATION**

Proposer's Full Legal Name \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

List current names and titles of current officers of the corporation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LIMITED LIABILITY COMPANY**

Owner's Full Legal Name \_\_\_\_\_

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

**PARTNERSHIP**

Partner's Full Legal Name \_\_\_\_\_

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**PROPOSER'S CERTIFICATE CONCERNING EQUAL EMPLOYMENT  
OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY  
RFP 2020-07  
DISPOSAL OF MUNICIPAL WASTE AND RECYCLING  
APPENDIX F**

I/we, the respondent, certify to the TOWN OF GRANBY that (please check all that apply):

- I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- I/we do not maintain segregated facilities.
- I/we have filed all required employer's information reports.
- I/we have developed and maintain written affirmative action programs.
- I/we list job openings with federal and state employment services.
- I/we attempt to employ and advance in employment qualified handicapped individuals.
- I/we are in compliance with the Americans with Disabilities Act.

Please check one:

- I/we have an Affirmative Action Program, or
- I/we employ 10 people or fewer

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX G**  
**PROPOSER'S NON-COLLUSION AFFIDAVIT**  
**RFP 2020-07**  
**DISPOSAL OF MUNICIPAL WASTE AND RECYCLING**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. The proposer, it's employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate to any such person prior to the official opening of the proposal;
4. No elected or appointed official or other officer or employee of the Town of Granby whose salary is payable in whole or in part from the Town of Granby, nor any immediate family member thereof, is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof. The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Granby to consider its proposal and make an award in accordance therewith.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Granby to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**APPENDIX H**

**PROPOSER'S STATEMENT OF REFERENCES**

**RFP 2020-07**

**DISPOSAL OF MUNICIPAL WASTE AND RECYCLING**

Provide at least three (3) references:

**Reference 1**

Contact Name and Title \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Reference 2**

Contact Name and Title \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Reference 3**

Contact Name and Title \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_