

## Draft Scope of Work for RFP

10/25/22

The Town of Branford is seeking proposals from qualified Contractors to provide curbside collection and transport of municipal solid waste (MSW) as well as curbside collection, transport, and disposal of “single stream” recyclables. Additionally, the Contractor will be required to provide new waste collection containers for all pickup locations.

The Town has approximately 28,000 residents, and 5,000 households that receive solid waste and recyclable material collection services provided by the Town. Recyclable material is currently collected as a dual-stream. Each year, the Town handles approximately 13,000 tons of solid waste, 1,200 tons of mixed fiber, and 800 tons of co-mingled (plastic, metal, and glass) containers. The Town operates a six-bay, 4,000 square foot transfer station.

Curbside collection MSW and recyclables shall be performed using the “automated” method of collection utilizing separate 96 gallon (or 64 gallon where circumstances require) rolling carts containing MSW and “single stream” recyclables. Such collections will service customers on a weekly basis for each waste stream.

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 for services described Sections 2 through 8, for the contract duration described in Section 1, to a single bidder. The services described in Section 9, for which the requirements of Section 1 also apply, may be awarded to the same or a separate bidder. Awards will be based on evaluation factors in this RFP, as well as what is in the best interest of the Town. The Town of Branford reserves the right to reject any or all of the proposals submitted. The Town of Branford 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.

### 1) DURATION OF THE CONTRACT

- a) The contract will commence on July 1, 2023 and will be for three (3) years until June 30, 2026. The Town reserves the right to extend the contract by up to two additional one (1) year extensions without re-bidding, upon the recommendation of the Solid Waste Management Commission (SWMC) and approval of the Board of Selectmen. Prices for the two extension years should be given with this bid.

- b) In the case of the extension the Town reserves the right to negotiate minor changes in procedures, insurance, or other terms upon mutual agreement of the Contractor and the Town. If no agreement can be reached, the Town retains the right to cancel the contract without penalty upon thirty (30) days' notice.
- c) The contract is subject to funds being appropriated in each fiscal year. If said funds are not appropriated, the Town may cancel the contract, without penalty, upon seven (7) days' notice.
- d) If, while this contract is in effect, the Town arranges for receipt of its materials by an entity other than how described in this RFP, the Town reserves the right to re-negotiate the terms of this contract with the Contractor. If the Town and the Contractor cannot reach a mutually satisfactory agreement on price, equipment, or other terms, the Town may cancel this contract without penalty upon fifteen (15) days' notice.
- e) If, while this contract is in effect, the Town arranges for systemic changes to the material collection method described in this RFP, the Town reserves the right to re-negotiate the terms of this contract with the Contractor. If the Town and the Contractor cannot reach a mutually satisfactory agreement on price, equipment, or other terms, the Town may cancel this contract without penalty upon fifteen (15) days' notice.

## 2) GENERAL REQUIREMENTS

- a) The selected Contractor shall comply at all times with applicable Federal, State and Town laws, statutes, ordinances and regulations in their operations under this contract. 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. 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.
- b) Contractor shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, irrespective of equipment breakdowns, or similar problems.
  - i) 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).
  - ii) The Route Supervisor will be available to address customer complaints each day. A phone number for this person shall be provided to the Town.
  - iii) The Contractor shall designate one account representative, acceptable to the Town, to serve as liaison between the Town and the Contractor for all business and financial matters. Any change in the Contractor's account representative shall be subject to approval by the Town.

- iv) The Contractor shall provide a 24-hour answering service line to receive calls.
- v) 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:
  - (1) Conduct themselves at all times in a courteous manner and use no abusive or profane language;
  - (2) Perform their duties in accordance with existing laws and ordinances;
  - (3) Be clean and presentable in appearance;
  - (4) Drive in a safe and considerate manner;
  - (5) Manage all collection containers and bins in a careful manner so as to avoid spillage, littering, or damage to containers or bins;
  - (6) 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;
  - (7) They shall use walks and paths and shall not cut through shrubbery or hedges or across lawns; and
  - (8) 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.
- c) The Contractor shall provide an adequate number of vehicles to finish collections within the appointed time, regardless of holidays, weather, or seasonal variations. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times.
  - i) All vehicles will be registered with the Town. The Contractor shall submit a complete list of vehicles to be employed in fulfilling this contract with their proposal submission. All vehicles are subject to the Town's approval.
  - ii) The name of the company and phone number shall be permanently affixed (e.g. paint or decal, not magnetized sign) to the driver's-side door of each vehicle. Said name shall match the name of the company to which the vehicle is registered according to the Department of Motor Vehicles, which shall match the name of the Contractor under this contract, and match the name under which the Contractor is registered as a Commercial Solid Waste hauler in Branford.

- iii) The Town reserves the right to inspect said vehicles any business day throughout the term of the contract
- iv) The Contractor must use suitable covered metal-body vehicles with no leaks while transporting recycling. Such vehicles shall be of a size as not to obstruct the flow of traffic. All vehicles and equipment must be appropriate for the work to be conducted, and compatible with site conditions. If specialized containers are required to conduct the work in the manner selected by the Contractor, the Contractor shall be responsible to supply and maintain such containers at his own cost as part of the price bid.
- v) The Contractor is responsible for inspection of the sites including knowledge of low bridges, low wires, tight spaces, one-way streets, lack of space to turn around, parking constraints, dump heights at the Transfer Station, etc. The Contractor is responsible for determining if the “automated” method of collection is not possible in certain locations and shall be responsible for providing “manual” pickup as needed to service customers as may be necessary. No allowance will be made for vehicles or equipment unable to do the work required. A map of low bridges and small roads is attached, however the Contractor shall be responsible for confirming all conditions that may impact their routing or collection methods.
- vi) 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.
- vii) Service to dwelling units shall not be interrupted because streets are closed temporarily.
- viii) 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.
- ix) All loads shall be weighed at the Transfer Station unless the Contractor bypasses the Transfer Station as part of the approved scope of services agreed upon by contract, then weight shall be measured at the receiving facility. The Town requires that the Contractor records the weight of the trucks used to collect the Town’s materials before adding materials from another municipality or commercial customers. No special preference in queue at the Transfer Station should be expected by the Contractor. Tare weights shall be checked periodically at the Town’s discretion. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the Town.

- x) The Contractor is responsible for collecting litter scatter by a collection operations or vehicles.
- xi) The Contractor is responsible for covering loads in transit and complying with all applicable Federal, state, and local laws, rules, and regulations concerning solid waste and its transportation. These include but are not limited to Chapter 213 of the Code of the Town of Branford, the Public Health Code of the State of Connecticut, and regulations of the Connecticut Departments of Transportation and Motor Vehicles. The Contractor shall be responsible for any penalties arising out of failure to adhere to said laws, rules, and regulations. Any loose material which may cause litter shall be removed or properly contained by the Contractor before any vehicle leaves the Transfer Station. Failure to do so may subject the Contractor to fines under Town ordinance.
- xii) The Contractor shall be responsible at its own cost and expense for any equipment failure, repairs, and replacements taking place on or off Town property. Repairs shall not be made by Town personnel or on Town Property. The Contractor shall take such action as may be necessary to remove promptly any disabled vehicle from Town Property. Repeated mechanical failures, especially those which might be attributed to improper maintenance, may cause the Contractor to be subject to a penalty to cover Town inconvenience and overtime. Maintenance of items contributing to safety, or required for compliance with laws or regulations, including littering, shall be performed before the vehicle is next put in service. Maintenance of all other items brought to the Contractor's attention shall be performed in a timely manner.

### 3) COLLECTION SCHEDULE

- a) Automated collection of recyclables shall be performed on a once-weekly basis (every week) and scheduled in such a way that the MSW and recycling containers are serviced on the same day.
- b) The Town requires that these materials be collected no earlier than 7:00 a.m. and be complete before 3:00 p.m., except that the 3:00 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 3:00 p.m., notice must be given to the Town as soon as is practical on the day of collection.
- c) If a collection day falls on an observed holiday, the Contractor must pick up the route the next weekday after the holiday, and all remaining collections shall be delayed one day that week. Holidays shall include New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Presidents' Day; Easter; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving; and Christmas. The Town shall provide a holiday schedule to the Contractor for each fiscal year.

In no case shall routes be doubled or collected early on what would have been the normal collection day.

- d) The Contractor may request a severe weather exemption provided the request is received by the Town 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.
- e) 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.
- f) Except in cases in which a warning sticker has been properly placed on MSW or recycling containers, the Contractor agrees to pick up all missed collections, regardless of fault, 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.
- g) The Contractor may follow the already established collection routes or revise them according to their best determination of efficiency. Route changes shall be approved by the Town before implementation. The Contractor shall assist in publicizing any route changes.
- h) The Contractor shall maintain a website that provides information on current week schedule, any impacts to current week's collection schedule due to holiday or other event, and contact number for missed collections or collection bin repair.
- i) 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 to withhold monthly payment until the Contractor has satisfied the Town that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Town shall be the sole judge as to whether a delay constitutes a violation or not. The Town 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, 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. The following events are examples of violations:

- i) 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.
- ii) Where, in the judgment of the Town, 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.
- iii) 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, 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.

#### 4) CURBSIDE COLLECTION CONTAINERS AND COLLECTION METHODS

- a) All automated collection services included in a proposal from a vendor shall involve the collection of recyclables from approved containers provided and distributed by the Contractor and to be owned by the Town, consistent with Bid Item #1A, through the use of an automated arm or similar device attached to the collection vehicle. Recyclable containers shall be blue and MSW containers shall be grey. Containers shall bear the Town's Name and Seal as well as identification of wastes to be collected in each. A mock-up of each container shall be provided for review and approval by the Town prior to production.
- b) Automated MSW and recycling containers shall be 96 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 64 gallon cart shall be provided instead. 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. After distribution, the containers provided by the Contractor as part of this contract, shall become property of the Town of Branford.

- c) After containers are emptied, containers shall be placed off the roadway, approximately where they were found, with particular care being taken not to block roads or driveways, damage property, or otherwise create a nuisance.
- d) The collection of MSW and 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 XXXX (X) units that receive this service.
- e) The Contractor shall maintain a stockpile of parts and new containers during the course of the Contract for distribution to new customers, as well repair or replacement of existing containers. and provide repair or replacement services for carts as requested by Town customers. Repair or replacement shall be provided within 24 hours of service request.
  - i) Repair or replacement of containers shall be provided within 24 hours of request by customer. The Contractor shall provide a proposed cost schedule for typical repairs, including items such as cover replacement and wheel repair, as well as replacement of containers that will be in effect for the entire term of the contract.
    - (1) Any containers damaged through the direct actions of the Contractor shall be repaired or replaced at no cost to the customer. Indirect actions, such as leaving a box in the street where the box then gets run over will be subject to the same if weather and traffic were not substantially contributing factors.
    - (2) Costs for all repairs deemed not the responsibility of the Contractor as described in the previous section shall be the responsibility of the customer. The Contractor shall collect payment directly and fees shall be in accordance with the accepted repair and replacement cost schedule.
  - ii) New customers, such as new homes being constructed, added during the course of the contract shall be delivered new containers as described in this section within 24 hours of being requested. The Town shall reimburse the Contractor for the new containers in accordance with the accepted repair and replacement cost schedule.
- f) The Contractor shall, at no further cost to the Town, supply containers for any location which generates a quantity of commingled containers, or mixed fiber unsuitable for placement in the typical 96 gallon container. Locations include municipal buildings, parks and beaches, and schools. The containers may be up

to an eight-cubic-yard containers and include locks and keys, if necessary. It is the responsibility of the Contractor to provide the appropriate containers for each location, according to the needs of that location, which may change from time to time.

- g) The Town does not maintain a complete list of what locations need what containers as noted in Section f) above. Collection method, along with the needs of the Town-selected recycling facility will determine what containers are acceptable for that purpose.
- h) Should the Contractor be unable to procure and distribute the new rolling containers prior to the start of this Contract, they shall be responsible for maintaining current methodology of “manual” collection of both MSW and Recyclables until such time new containers are distributed.

#### 5) MUNICIPAL SOLID WASTE CURBSIDE COLLECTION & TRANSPORTATION TO TOWN'S TRANSFER STATION

- a) The Contractor shall collect municipal solid waste (MSW) from the following locations:
  - i) All units now serviced and any new private homes. The majority of said units are residential one-family to four-family houses. ~~The Contractor shall collect limited quantities of yard waste, not including leaves or grass clippings, with the MSW. At the time of this writing, there are XXXX (X) units that receive this service.~~
  - ii) Certain Residential Common Interest Communities, including The Landing at Sybil Creek, River Walk, and Flax Mill Hollow, commonly known as cluster housing. At the time of this writing, there are XXXX (X) residential units in these types of communities that receive this service.
  - iii) Certain non-profits, primarily some churches with residential quantities of refuse in garbage cans. At the time of this writing, there are XXXX (X) locations that receive this service.
  - iv) Certain multi-family houses or small businesses which are grandfathered in. Most such businesses are small professional offices located in Branford Center.
  - v) Any special events that the Town may designate from time to time including but not limited Spring Beautification Cleanups, Branford River Cleanup, Fireworks display, Family Day, and Fall Beautification Cleanups. Contractor shall coordinate with the Town and distribute sufficient containers for use during these events and collect the waste and containers within 24 hours of events end.

vi) Any other territory within the Town of Branford as the Town may designate from time to time.

vii) TRAP ROCK DOCK (near Juniper Point)

(1) The Town provides for collection of recyclables in season by boat from the Thimble Islands under a separate contract. There are approximately 139 inhabited houses on the islands.

(2) The Contractor shall provide covered MSW containers of sufficient size to handle MSW, collected under a different Town contract, from the Thimble Islands at the Trap Rock Dock. The seasonal residents on the Islands tend to generate somewhat less newspaper than a similar number of houses on land, but a significant quantity of commingled containers, with particularly heavy holiday usage. The Contractor shall collect recycling from containers for the Thimble Islands at the Trap Rock Dock from May 1 through the third (3rd) Monday in October of each year.

viii) Compacting must not be done repeatedly in the same location at any time if residents complain of noise.

ix) All appropriate household MSW put out for collection shall be picked up by the Contractor regardless of quantity. The Contractor shall not be expected to collect excessive materials from residents who are engaged in major clean-outs.

x) The Contractor must inspect MSW for mandatory recycling and place warning stickers on trash receptacles if violations of the Town Solid Waste Ordinance have occurred. The Contractor, acting in accordance with said Ordinance, and with policies agreed upon by the Director of Public Works and/or Solid Waste Supervisor, shall not pick up such refuse. The Contractor will provide the Director of Public Works and/or Solid Waste Supervisor with a list of any such locations.

b) The Contractor shall deliver all MSW collected to the transfer station, located at 747 East Main Street. There shall be no tipping fee charged to the Contractor at the transfer station.

i) All collections must be completed in time to finish dumping at the Transfer Station no later than 3:30pm. The Contractor shall not use the facility on Saturdays or Sundays, unless previously authorized by the Solid Waste Supervisor or the Director of Public Works.

ii) Delivery of refuse or other chargeable materials from other than Branford municipal stops may, at the Town's sole discretion, be cause for restitution of

presumed lost revenues, or, in the case of a second or later offense, cause for termination of the contract. Delivery of free material from other than Branford municipal stops may result in penalties. Any Branford material brought in from private stops must come in separately, even when there is no tip fee on that material.

iii) Delivery of any material from out of Town shall be cause for loss of the Contractor's commercial solid waste hauler permit bond, and possible loss of the contract.

iv) The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, and locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.

c) The Town does not guarantee any tonnages, however current annual generation rate is approximately 13,000 tons of MSW.

## 6) SINGLE STREAM RECYCLING CURBSIDE COLLECTION, TRANSPORTATION & DISPOSAL

a) The recyclables to be collected under this contract (as of October 2022) include:

i) Newspaper and inserts delivered with the newspaper

ii) White & colored office paper

iii) Corrugated cardboard

iv) Glass food & beverage containers

v) Metal food & beverage containers

vi) Plastic containers (#1 through #7)

vii) Aseptic packaging (Juice and milk cartons and juice boxes)

viii) Aluminum foil (clean only)

ix) Magazines, brochures, "junk" or unwanted mail, envelopes

- x) Phone books, catalogs, hard & soft cover books, paperboard boxes, boxboard, file folders.
- b) 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.
- c) 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. Bulky waste, including mattresses, appliances, and construction/demolition debris are excluded from curbside pickup.
- d) The Contractor shall collect recycling on a once-weekly basis from the same locations as MSW collection plus any residential units on property that is otherwise commercial, provided that there are fewer than five residential units on the property; all Branford public schools; The Board of Education Central Office; and any private educational facilities, such as nursery schools, who request service and have quantities of recyclables comparable to those of residential dwellings.

i) RESIDENTIAL

- (1) Residential collection of recycling shall be once a week and correspond to the MSW routes.

ii) MUNICIPAL BUILDINGS

- (1) The Contractor shall collect recyclables from containers at all municipal buildings in conformance with the general practices above.

iii) SCHOOLS & BOARD OF EDUCATION OFFICE

- (1) All public and private educational facilities in Branford as well as the **Board of Education Central Offices** are included for recycling. The collection of recycling shall generally be once a week, though most locations require fewer collections in summer. Special arrangements may be made for collection of aseptic containers from schools. Some locations may be suitable to collect on call. The Contractor shall place containers at each school in locations established by the Director of Buildings and Grounds of the Branford Public Schools, Central Office, 185 Damascus Road, phone number 203-315-7803.

iv) TRAP ROCK DOCK (near Juniper Point)

- (1) The Town provides for collection of recyclables in season by boat from the Thimble Islands under a separate contract. There are approximately 139 inhabited houses on the islands.
  - (2) The Contractor shall provide covered recycling containers of sufficient size to handle recyclables, collected under a different Town contract, from the Thimble Islands at the Trap Rock Dock. The seasonal residents on the Islands tend to generate somewhat less newspaper than a similar number of houses on land, but a significant quantity of commingled containers, with particularly heavy holiday usage. The Contractor shall collect recycling from containers for the Thimble Islands at the Trap Rock Dock from May 1 through the third (3rd) Monday in October of each year.
- e) If the Contractor determines that a recycling container contains non-recyclable materials (those not included in Section 4), the Contractor's driver shall use the following procedure:
- i) 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.
  - ii) 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.
  - iii) If the Contractor finds this procedure for handling non-recyclable materials as not feasible, 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. The Town shall not be responsible for additional costs due to contaminated loads picked up by the Contractor.
- f) After curbside collection, 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. All tipping fees are to be included in the price for the item. 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.
- i) The Contractor may choose utilize the Town's transfer station for consolidation of collected recyclables into 100 CY trailers. There will be no cost to the contractor for using the Town's transfer station for this purpose. Should the Contractor choose to do so, the following conditions apply:

- (1) All collections must be completed in time to finish dumping at the Transfer Station no later than 3:30 pm. The Contractor shall not use the facility on Saturdays or Sundays.
  - (2) The Contractor shall provide suitable trailers for collection of recyclables. When trailer are full, Contractor shall provide for same day removal of full trailer and immediate replacement with empty trailer. The trailer shall be weighed at the transfer station prior to leaving the site with tare weights of empty trailer being collected as well. Town will provide space on transfer station site for storage of empty trailer if needed.
  - (3) The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, and locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.
  - (4) Delivery of any material from out of Town shall be cause for loss of the Contractor's commercial solid waste hauler permit bond, and possible loss of the contract.
- ii) The Contractor may choose to deliver recyclables directly to the processing facilities in the collection vehicles, rather than using the Town's transfer station as described above. In this scenario, the Contractor shall be responsible for providing a minimum 30 CY dumpster for the collection of single stream recyclables delivered to the transfer station directly by Town residents. When full, the Contractor will be responsible for pickup of full containers as well as transportation to the approved processing facility and all disposal costs associated. All dumpsters shall be weighed at the transfer station prior to leaving the site. Additionally, the Town will maintain the right to require all full collection trucks at the transfer station immediately prior to delivery to the end disposal facility. Tare weights shall be collected as directed by Town.
- g) 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.

- h) The Town does not guarantee any tonnages, however current annual generation rate is approximately 2,000 tons of mixed recyclables.
- i) 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 Contractor shall provide the Town with a copy of the analysis each year of the contract. The results of this analysis shall include:
  - i) Percent by weight of each recyclable commodity by grade as collected from the Town.
  - ii) Relative change compared to the previous year's composition; and
  - iii) A description of the methodology used to calculate the composition, including number of samples, dates weighed, and Town routes used for sampling

#### 7) PUBLICITY, PROMOTION AND EDUCATION

- a) 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. Fliers may be distributed at the same time as distribution of containers. 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.
- b) As part of this proposal, vendors shall provide examples of public education materials they have developed for other municipalities.
- c) 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.

#### 8) ANNUAL PERFORMANCE REVIEW MEETING

- a) 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, and the name(s) of the facility (or facilities) where those materials were delivered. 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:

- i) Review Contractor's annual report, including trends in recovery rate and participation.
- ii) Review efforts the Contractor has made to expand markets for recyclable materials.
- iii) Review Contractor's performance.
- iv) Review Contractor's recommendations for improvement to the Town's automated curbside recycling program, including enhanced public education and other opportunities.
- v) Review Town staff recommendations for Contractor's service improvements.
- vi) Discuss other opportunities for improvement during the remainder of the contract.

#### 9) MUNICIPAL SOLID WASTE TRANSPORTATION TO DISPOSAL FACILITY

- a) The selected Contractor will be required to provide 100 cy trailers for use at the Town's transfer station for the consolidation and temporary storage of MSW collected as part of the Town's curbside collection program.
- b) Upon notification from the Town, The Contractor shall provide same day removal of the full trailer from the site and replace the full trailer with an empty trailer. The trailer shall be weighed at the transfer station prior to leaving the site with tare weights of empty trailers being collected as well. The Town will provide space at the site for storage of an empty container if needed.
- c) MSW shall be delivered by the Contractor to the disposal facility designated by the Town. Tipping fees will be paid for directly by the Town. The two possible disposal facilities are as follows:
  - i) Southeastern CT Resource Recovery Facility located at 132 Route 2/Military Highway, Preston, CT
  - ii) Bristol Resource Recovery Facility located at 170 Enterprise Drive, Bristol, CT 06010
- d) The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, and locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.

- e) Delivery of any material other than that which was placed in the trailer by the Town of Branford shall be cause for loss of the Contractor's commercial solid waste hauler permit bond, and possible loss of the contract.

DRAFT BID FORM

Note – Bidder may bid on Bid Items 1 or 2 or both.

**Bid Item #1 (Must include prices for parts A and B and C)**

- A. Supply and distribution of new 96 and 64 gallon MSW and recycling containers as described in Section 4 of the Scope of Work (Lump Sum to be paid upon container distribution):

\$ \_\_\_\_\_

Anticipated Date of Distribution of New Containers: \_\_\_\_\_

- B. Labor, Equipment, and materials to provide Curbside Collection of MSW, delivery of collected MSW to Town’s Transfer Station, Curbside Collection of Single Stream Recyclables, delivery of collected Single Stream Recyclables to Processing Facility, Tipping Fee for disposal of Single Stream Recycling, and all other services described in Sections 1 through 8 of the Scope of Work (Lump Sum Annual Fee to be paid in equal monthly installments)

Base Contract:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Potential Extension Years

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

- C. Contractor to provide separate schedule of fees to be charged to customers for replacement or repair of containers, as well as to be charged to Town for supply of new containers for new customers, as allowed for in the RFP Scope of Work.

**Bid Item #2**

- A. Transportation and Delivery of MSW from Town Transfer Station to Specified Disposal Facility (Lump Sum Per Load Delivered to Disposal Facility)

Base Contract:

Deliver to Bristol

Deliver to Preston

Year 1: \$ \_\_\_\_\_

\$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

\$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

\$ \_\_\_\_\_

Potential Extension Years

Year 4: \$ \_\_\_\_\_

\$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

\$ \_\_\_\_\_