

Legal Notice

TOWN OF BRANFORD

Request for Proposals Hauling of Municipal Solid Waste

The Town of Branford is seeking proposals from qualified Contractors to transport municipal solid waste (MSW) from the Town's transfer station to designated disposal facilities using 100 CY "walking floor" trailers provided by the Contractor. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town's website at www.branford-ct.gov.

Request for Proposals are to be submitted in a sealed envelope marked **Hauling of Municipal Solid Waste** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street Branford, CT 06405 by **10:00 a.m. Friday, January 13, 2023**. No RFPS will be accepted after that date and time.

A pre-bid meeting will be held on **Friday, December 9, 2022 at 11:30 a.m.** in the basement floor conference room of Branford Town Hall.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Tyechia Pettway
Purchasing Clerk

**Request for Proposals
Hauling of Municipal Solid Waste
12/7/22**

RFP Schedule

| Milestone | Time |
|-----------------------------------|------------------------------|
| Request for Proposals Issued | December 6, 2022 |
| Non-Mandatory Pre-Bid Meeting | December 9, 2022 |
| Question Submission Deadline | December 16, 2022 |
| Responses to Questions Posted | December 23, 2022 |
| Proposals Due | January 13, 2023 |
| Proposal Review by Town Completed | January 20, 2023 |
| Interview Respondents | January 30- February 2, 2023 |
| Select Contractor | February 8, 2023 |
| Commence Contract | July 1, 2023 |

Proposal Contents

The consultant proposal must include:

Letter of Transmittal that accepts the Town's terms and conditions of service and that responds to each of the categories below, and uses the same numbering references:

1. **Contractor's Similar Experience:** Brief descriptions of directly similar projects, including those completed or underway; identification of other municipal customers where similar services are provided;
2. **References:** Identification of previous or existing customers of similar work that agree to provide reference information or contact access;
3. **List of equipment** to be used during the contract, including identification of owned equipment and that to be purchased for the work, to be applicable for first 12 months that the contract is executed.
4. **Identification of Contractor-authorized official:** Indication of the person that will be authorized to negotiate and sign contracts for the Contractor as indicated by their signature as the designated official on this proposal.

Evaluation and Award

Selection Criteria

- Background and experience of Contractor in providing similar services;
- Bid price. The Town reserves the right to negotiate fees with selected consultant
- References.

Selection Procedure

The Town will award the contract to the Contractor whom the Town determines to be best qualified to perform the services required by the contract.

Questions

Questions regarding this RFP should be directed to the Town of Branford at the following e-mail address: solidwasterfp@branford-ct.gov

However, **no oral interpretations shall be made to** any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded to receive consideration; such questions must be received by December 16, 2022 at 2:00 P.M. E.T.

Town of Branford staff will arrange as addenda all questions received as above provided and the answers regarding each. The addenda shall be made a part of this Request for Proposals (RFP). At least five (5) days prior to the receipt of proposals, Town of Branford staff will post a copy of any such addenda to Town of Branford's website, located at www.branford-ct.gov. **It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from Town of Branford's website.**

Scope of Work

The Town of Branford is seeking proposals from qualified Contractors to transport municipal solid waste (MSW) from the Town's transfer station to designated disposal facilities using 100 CY "walking floor" trailers provided by the Contractor.

Each year, the Town handles approximately 13,000 tons of MSW at the Town's six-bay, 4,000 square foot transfer station. Currently, 2 to 3 100 CY trailers are filled each day with 20 to 22 tons of MSW and removed from the site for delivery to the designated disposal facilities. In total, approximately 12 total loads are generated per week. The current contract holder dedicates at least 4 100 CY walking floor trailers to the Town's service, allowing for 1 to 2 empty trailers being available in reserve at all times.

The Town of Branford reserves the right to reject any or all of the proposals submitted. 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 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

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. If, while this contract is in effect, the Town arranges for systemic changes to the methods the Town utilizes to manage collected solid waste, 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

- 2.1. 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.
- 2.2. Contractor shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, irrespective of equipment breakdowns, or similar problems.

- 2.2.1. 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.
 - 2.2.2. The Contractor shall provide a 24-hour answering service line to receive calls.
 - 2.2.3. 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:
 - 2.2.3.1 Conduct themselves at all times in a courteous manner and use no abusive or profane language;
 - 2.2.3.2 Perform their duties in accordance with existing laws and ordinances;
 - 2.2.3.3 Be clean and presentable in appearance;
 - 2.2.3.4 Drive in a safe and considerate manner;
 - 2.2.3.5 Manage all collection containers and bins in a careful manner so as to avoid spillage, littering, or damage to containers or bins;
 - 2.2.3.6 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;
 - 2.2.3.7 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.
- 2.3. The Contractor shall provide an adequate number of vehicles to provide contracted services 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.
- 2.3.1. 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.
 - 2.3.2. 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.

- 2.3.3. The Town reserves the right to inspect said vehicles any business day throughout the term of the contract
- 2.3.4. The Contractor must use suitable covered metal-body vehicles with no leaks while transporting materials. 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.
- 2.3.5. 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. No allowance will be made for vehicles or equipment unable to do the work required. The Contractor shall be responsible for confirming all conditions that may impact their routing.
- 2.3.6. No truck shall displace or leak fluids, oil, or hydraulic fluids. Any liquids, including paint, spilled from their truck shall be the responsibility of the Contractor to clean and remove. In the event any vehicle is not properly operable, the Contractor shall immediately provide a substitute vehicle complying with the terms outlined herein.
- 2.3.7. The Contractor shall be responsible for damage to private and public property arising from its operations. The Town shall be held free of any such liability.
- 2.3.8. All loads shall be weighed at the Transfer Station. 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.
- 2.3.9. The Contractor is responsible for collecting litter scatter by a transport vehicles.
- 2.3.10. 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.

2.3.11. 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. MUNICIPAL SOLID WASTE TRANSPORTATION TO DISPOSAL FACILITY

3.1. The selected Contractor will be required to provide sufficient numbers of 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. At least one empty trailer must be available at all times on site for Town staff.

3.2. Contractor will allow Town staff to move empty trailers in and full trailers out of the transfer station load out bay as needed during daily operations. Upon notification from the Town, The Contractor shall provide same day removal of the full trailer from the site and either replace the removed full trailer with an empty trailer or return the emptied trailer to the site the same day as removal. All trailers 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.

3.3. 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:

3.3.1. Southeastern CT Resource Recovery Facility located at 132 Route 2/Military Highway, Preston, CT

3.3.2. Bristol Resource Recovery Facility located at 170 Enterprise Drive, Bristol, CT 06010

3.4. 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.

3.5. 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.

3.6. Fuel cost adjustments will be made during the entire term of the contract. Adjustments will be made according to a formula that incorporates the difference between the price per gallon of diesel fuel reported for the New Haven retail market, published by "gasbuddy.com", for each respective week in which contracted service is provided compared to the price per gallon in effect at the time of bid, divided by five miles per gallon, multiplied by the number of actual miles driven to perform each trip of the work, and which yields a lump sum adjustment for each transportation trip made during the work. Price adjustment applicable to each invoice will be determined by the Town.

RFP PROPOSAL FORM

Bid Item #1

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: \$ _____

\$ _____

TOWN OF BRANFORD
OFFICE OF THE TREASURER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for **90** days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond *NOT REQUIRED*****

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance Bond *NOT REQUIRED*****

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled “Bid Proposal”. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the “Non-Collusion Affidavit of Bidder” form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of “A”VIII-. In addition, all Carriers are subject to approval by the Town of Branford.

| | | (Minimum Limits) |
|---|---|------------------|
| General Liability | Each Occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products/Completed Operations Aggregate | \$2,000,000 |
| Excess/Umbrella Liability | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| Professional Liability | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| Cyber Liability ⁽¹⁾ | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| Workers’ Compensation and Employers’ Liability ⁽²⁾ | WC Statutory Limits | |
| | EL Each Accident | \$500,000 |
| | EL Disease Each Employee | \$500,000 |
| | EL Disease Policy Limit | \$500,000 |
| Auto Insurance Liability Must have if contractor/vendor will be on Town Property | | \$1,000,000 |

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder/Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires _____, 20____.