

REQUEST FOR PROPOSALS
#2015-13 – Trash and Recycling Collection Services



Town of Ledyard, Connecticut

LEGAL NOTICE

TOWN OF LEDYARD, CONNECTICUT
REQUEST FOR PROPOSALS

The Town of Ledyard will receive sealed bids for Trash and Recycling Collection Services on Thursday, March 19, 2015. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained from the Town's Website <http://ledyardct.org> (RFPs and Bids tab).

The Town of Ledyard reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

TOWN OF LEDYARD, CONNECTICUT

REQUEST FOR PROPOSALS FOR

Trash and Recycling Collection Services

Proposal Number: 2015-13
Proposal Opening Date: March 19, 2015
Proposal Opening Time: 2:00 P.M.
Proposal Opening Place: Ledyard Town Hall, Mayor's Office

One (1) original and five (5) copies of sealed proposals must be received in the Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339 by the date and time noted above. The Town of Ledyard (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals must be obtained from the Town's Website <http://ledyardct.org> (Tab RFPs and Bids).

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.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

This Request for Proposals (“RFP”) includes:

- Summary of Scope
- Standard Instructions to Proposers
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of Qualifications/References
- Specifications
- Addenda, if any

TOWN OF LEDYARD, CONNECTICUT
SUMMARY SCOPE
FOR
TRASH AND RECYCLING COLLECTION SERVICES
PROPOSAL #2015-13

The Town of Ledyard seeks as a baseline for this proposal continuation of the curbside and municipal collection services that are currently being provided. The scope of these services includes the curbside collection of municipal solid waste (trash), recyclables, and bulky waste, as well as the collection of municipal waste and recyclables at various Town and Board of Education buildings and properties. The detailed specifications for these services are delineated in the specifications section.

The term of the Contract under this proposal is the two (2) years from July 1, 2015 through June 30, 2017, with an option for two (2) additional years from July 1, 2017 through June 30, 2019. Proposers shall provide costs for each of the four (4) years individually, according to the instructions on the proposal form.

In addition to the baseline proposal, the Town will receive alternative proposals. While the baseline specifications delineate requirements that are largely non-negotiable, the Town of Ledyard recognizes that many proposers will likely have considerable experience in implementing other approaches, including automated collection, and that they may have ideas and suggestions that will work very well for the Town of Ledyard. Any such alternate proposals must meet the complete essence of the baseline scope of work, must include a complete breakdown of costs, and are subject to negotiation in tailoring the service to the needs and interests of the Town.

Because this is a request for proposals, it is anticipated that further clarifications and/or negotiations will commence with one or more proposers before the final decision for award is made.

END OF SUMMARY SCOPE

TOWN OF LEDYARD, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Ledyard (the "Town") is soliciting proposals for **Trash and Recycling Collection Services**. 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. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

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, <http://ledyardct.org>. **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.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years. In addition, termination based on performance issues is addressed in Paragraph 26-u.

3. KEY DATES

Pre-Proposal Conference or Site Visit: None

Proposal Opening: March 19, 2015

Interviews of one or more proposers (if deemed necessary): Week of March 30

Preliminary Notice of Award: April 10, 2015

Contract Execution: April 22, 2015

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained at the Town's Website: <http://ledyardct.org> (Bids and RFPs tab).

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Ledyard Town Hall, Mayor's Office, Ledyard, CT 06339, 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 e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and five (5) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. 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.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Marcia Hancock
Department: Finance
E-Mail: finance.director@ledyardct.org
Fax: 860-464-1126

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Steve Masalin
Department: Public Works
E-mail: public.works.director@ledyardct.org
Fax: 860-464-1126

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than close of business Wednesday, March 11, 2015. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

By close of business on Monday, March 16, the Town will post any addenda on the Town's website, <http://ledyardct.org>. **Each proposer is responsible for checking the 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.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. 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.

8. COSTS FOR PREPARING PROPOSAL

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

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

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.

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.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. QUALIFICATIONS and REFERENCES

Each proposer must complete and submit the Proposer's Statement of Qualifications/References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

14. PROPOSAL (BID) SECURITY

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **FIVE PERCENT (5%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at

least an "A-" VIII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP 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.

16. SUBSTITUTION FOR NAME BRANDS

THIS ITEM IS NOT APPLICABLE TO THIS RFP.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall furnish annually to the Town a Performance Security equal to the annual contract price, covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be in a form reasonably acceptable to the Town.

If the Performance Security is a performance bond, it shall be issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the proposal price.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

THIS ITEM IS NOT APPLICABLE TO THIS RFP.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

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, 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 select the proposal that it deems to be in the Town's best interest and 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.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, <http://ledyardct.org>, under "Bids and Requests for Proposals."

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

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.

23. NONRESIDENT REAL PROPERTY CONTRACTORS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all

proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer'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 proposer 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.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. 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.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Billing to the Town shall be submitted monthly by the Contractor. The monthly payments will be determined by dividing by twelve (12) the annual cost for the particular year, adjusted to incorporate any contract changes. The Town will pay the Contractor the billed amount less any liquidated damages or costs within thirty (30) days after billing. The Town reserves the right to submit payments by electronic payment.

e. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, State and Federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. 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. If known, proposers must clearly state their intention to subcontract in their proposal; the identity of all subcontractors shall be included in the proposal.

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).

i. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS RFP

j. PREFERENCES

THIS ITEM IS NOT APPLICABLE TO THIS RFP

k. WORKERS COMPENSATION

THIS ITEM IS NOT APPLICABLE TO THIS RFP

l. SAFETY

THIS ITEM IS NOT APPLICABLE TO THIS RFP"

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. 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.

o. CESSATION, SALE, OR TRANSFER OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, transfers all or a portion of the contracted service to another business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the successful proposer shall notify the Town at the earliest point any of such proceedings are intended. The Town has the right to work with the successful proposer or his agents in effecting any and all possible measures necessary to maintain service under the Contract terms, and the Town alternatively reserves the right to terminate the Contract. In the event of termination, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

p. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

q. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

r. 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.

s. DISPUTES

Any dispute arising hereunder, except with respect to any sums allegedly owing the Contractor by the Town, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to three (3) arbitrators selected from the national panel of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to three (3) arbitrators selected from the national panel of the American Arbitration Association.

t. 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 workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

u. TERMINATION

In the event of a substantial breach or default of any of the terms of this contract by the Contractor or any subcontractor, the owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract. Such notice shall contain the reason(s) for the proposed action and shall state a period of not less than five (5) working days within which the cause for termination must be removed or remedied. Absent such acceptable remedial action, the owner shall terminate the contract and immediately serve notice thereof to the Contractor and the surety. The surety will have the right to take over and perform the contract. However, if the surety fails to commence effective performance within ten (10) days of notice of the termination, the owner may take over the work and perform same by contract or otherwise and prosecute same to completion at the expense of the terminated Contractor, who with his surety shall be liable to the owner for any excess cost resulting from the termination action.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF LEDYARD, CONNECTICUT

INSURANCE REQUIREMENTS FOR TRASH AND RECYCLING COLLECTION SERVICES

PROPOSAL #2015-13

The successful Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the Public Works Director and/or his designee.

The Contractor must carry insurance under which the Town is named as an assured as follows:

- A. Worker's Compensation – as required by State Statute
- B. Commercial Liability as follows:
 - \$2,000,000 – General Aggregate
 - \$2,000,000 – Products Completed Operations Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 - Each Occurrence Bodily Injury and Property Damage
 - \$ 100,000 – Fire damage, Any One Fire
 - \$5,000 – Medical Payments, Any One Person Including Explosion Collapse & Underground
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance must be submitted to the Finance office within 30 days of signing the contract.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

END OF INSURANCE REQUIREMENTS

TOWN OF LEDYARD, CONNECTICUT

**TRASH AND RECYCLING COLLECTION SERVICES
PROPOSAL #2015-13**

PROPOSER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of:

July 1, 2015 to June 30, 2016 _____ /100 Dollars
(write out in words) (\$ _____).

July 1, 2016 to June 30, 2017 _____ /100 Dollars
(write out in words) (\$ _____).

OPTION YEARS:

July 1, 2017 to June 30, 2018 _____ /100 Dollars
(write out in words) (\$ _____).

July 1, 2018 to June 30, 2019 _____ /100 Dollars
(write out in words) (\$ _____).

The portion of the above total lump sums associated with the Board of Education scope of work shall be provided below (NOTE: these sums are not in addition to the above lump sums which represent the total proposed costs for the full scope of service; they are needed since the Town and BOE will pay separately for their portions of the work):

July 1, 2015 to June 30, 2016 _____ /100 Dollars
(write out in words) (\$ _____).

July 1, 2016 to June 30, 2017 _____ /100 Dollars
(write out in words) (\$ _____).

OPTION YEARS:

July 1, 2017 to June 30, 2018 _____ /100 Dollars
(write out in words) (\$ _____).

July 1, 2018 to June 30, 2019 _____ /100 Dollars
(write out in words) (\$ _____).

Any alternate proposals offered by proposers will be provided as a separate document, including all costs associated with them.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. **Exceptions to or Modifications or Clarifications of the RFP**

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes
_____ No

3. **Occupational Safety and Health Law Violations**

Has the proposer 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 (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

4. Connecticut DEEP (formerly DEP) Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest been cited by the CT DEEP for any violations of its regulations, including requirements concerning proper handling and disposal of trash and recyclables, and requirements concerning registration and reporting? Has the proposer as a result of cited violations been issued any stop orders to correct or abate violations of solid waste laws?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter(s).

5. Connecticut DOT Citations

Has the proposer been cited by the CT DOT with respect to any of its vehicles or equipment engaged in waste hauling activity for any violations of its regulations?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter(s).

6. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

7. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

8. 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?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

PROPOSAL (BID) SECURITY

I/we have included herein the required certified check or proposal (bid) bond in the amount of 5% of the proposal amount.

NOTE: 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 COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____

TITLE:

(PRINT NAME)

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

TOWN OF LEDYARD, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need 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 own 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.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

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

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

PROPOSER'S LEGAL STATUS DISCLOSURE, continued

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

PROPOSER'S LEGAL STATUS DISCLOSURE, continued

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
-----------------------	-----------------------------------

Name & Title (if any)	Residential Address (street only)
-----------------------	-----------------------------------

Name & Title (if any)	Residential Address (street only)
-----------------------	-----------------------------------

Name & Title (if any)	Residential Address (street only)
-----------------------	-----------------------------------

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

PROPOSER'S LEGAL STATUS DISCLOSURE, continued

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

PROPOSER'S LEGAL STATUS DISCLOSURE, continued

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF LEDYARD, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR: **TRASH AND RECYCLING COLLECTION SERVICES**

PROPOSAL NUMBER: **2015-13**

The undersigned proposer, having fully informed himself/herself/itself 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 person or entity designed to limit independent competition;
- (3) the proposer, its 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 the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Ledyard 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 of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ledyard to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

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

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT

Town of Ledyard RFP #2015-13

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL # 2015-13

PROPOSER'S STATEMENT OF QUALIFICATIONS/REFERENCES

The proposer is required to complete the following form and to submit it with his bid to enable the Town to make inquiries and judge as to the proposer's experience, skill, available financial resources, credit, and reliability.

1. Number of years the proposer has been in the solid waste collection business:_____
2. All names by which the proposer has conducted business during the previous five (5) years:_____
3. List the collection activities presently under contract by the proposer, annual dollar value of the contract (s), and contract completion date (s):

_____	_____
_____	_____
_____	_____
_____	_____

4. Has the proposer ever failed to complete work awarded: Yes____ No____

If so, state the circumstances:

5. Does the proposer intend to subcontract any of the services required under this contract?

Yes____ No____

If the answer to 5. above is yes, please identify the firm or firms you intend to use according to paragraph 26.h under Standard Instructions.

6. Please identify on separate sheets the equipment to be used on this contract by type, model, year, capacity, and owner. If not owned by your firm at the time of bid submission, indicate if the vehicle(s) is to be rented or purchased, along with evidence that a firm agreement exists for your acquisition of the equipment contingent upon award of the contract.

In addition to the equipment to be used for a designated route, list back-up equipment to be used.

7. Name and address of your Bank:

Contact:_____

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE _____
INDIVIDUAL CONTACT NAME AND POSITION _____

ADDITIONALLY:

The proposer shall submit with his bid certification that he is permitted by the State of Connecticut to collect and dispose of refuse.

The proposer shall submit written certification that he/she has become familiar with the requirements of Covanta in their capacity as operators of the Preston Facility.

Prior to submitting a bid, the proposer must inspect the site and study all plans, specifications, and bid documents. Failure to do so, or to conduct a thorough site investigation, will not relieve the proposer from any obligations with respect to his bid.

END OF STATEMENT OF QUALIFICATIONS/REFERENCES

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL # 2015-13

SPECIFICATIONS

Table of Contents

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Technical Specifications

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GENERAL CONDITIONS

I PURPOSE

The purpose of this contract is to secure the timely and effective collection and disposal of municipal solid waste from all Ledyard residences, up to and including four dwelling units, condominium complexes, and selected Town buildings and facilities, all in accordance with the conditions and terms contained in this specification and the advertisement for bids. The period of the contract will be from July 1, 2015 until June 30, 2017, with an option to renew for the period July 1, 2017 until June 30, 2019 at the proposal price, upon the mutual consent of both parties.

The Town is under agreement with the Southeastern Connecticut Regional Resource Recovery Authority (SCRRA) to deliver all municipal solid waste generated in the Town to the Authority's Waste-to-Energy Plant located on Route 12 in Preston. Recycling is mandatory, the Town of Ledyard has entered into a Single Stream Recyclable Processing Agreement with Willimantic Waste Paper Company to exclusively deliver all recyclable materials collected by its agents to the Willimantic Waste Paper Company Facility at Recycling Way in Willimantic. The Contractor shall thus deliver all recyclable materials collected under this contract accordingly. The Contractor shall not derive any revenue from the collected recyclables except payment for service under this contract.

Any change relative to the Town's contracts with SCRRA or Willimantic Waste Paper Company affecting disposal of MSW or Recyclables will be subject to a contract change order for an appropriate adjustment. The number of dwelling units (including condominiums and about 6 small trailer parks) to be served is 5,912 as of February 2015. An increase or decrease exceeding 10% of this number will also be cause for initiation of a contract change order for an appropriate adjustment in the contract price.

A. The following condominium complexes shall be served:

<u>Complex</u>	<u>Units</u>	<u>Address</u>	<u>Mail-A-Map Location</u>
Lakeside	140	Lakeside Dr.	D-8
Gallup Hill	40	120 Gallup Hill Rd.	E-7
Christy Hill	51	1538 Route 12	F-2
Pheasant Run	56	1742 Route 12	D-2
Heritage	36	39 Ash Drive	E-4
Countryside	17	24 & 38 Fairway Dr	D-5
Countryside II	4	3 Colby Dr	D-6
Village Gate	15	48 Kings Highway	F-2
Iron Gate	12	32, 34, 36 Iron Street	D-5

For the scope and nature of service to condominiums see Section II of the Technical Specifications (page 11).

B. Municipal facilities shall be served as follows:

MUNICIPAL COLLECTIONS				
Mail-A-Map			Frequency	
Grid Location	Facility/Address	Containers*	Spr/Sum/Fall	Winter
C-5	Highway Garage 889R Colonel Ledyard Hwy	8-yard (4), Transfer Station 6-yard (1), recyclables	3 Times/Wk	3 Times/Wk
D-7	Saw Mill Park 172 Iron St	3	Weekly	Monthly
D-8	Highland Lake 639 Shewville Rd	6-yard (1), 4	Weekly	Monthly
E-8	Sewage Treatment Plant 82 Town Farm Road	4-yard (1), 3	Weekly	Weekly
D-5	Holdridge Pavilion Ledyard Fair Grounds	4	Weekly	None
F-1	Erickson Park Military Highway, Gales Ferry	4	Weekly	Weekly
E-1	Donahue Property Park Winthrop Road, Gales Ferry	3	Weekly	Weekly
E-8	Clarks Field & Purdy Field 169 Gallup Hill Rd (access from Town Farm Rd)	4 4	Weekly	None
E-6	Colonel Ledyard Park 661 Colonel Ledyard Hwy (access from Blonders Blvd)	6-yard (1), 12	Weekly	None
D-5	Bill Library 718 Colonel Ledyard Hwy (access from Ray Holdridge Circle)	2-yard (1), 2 (paper)	Weekly	Weekly
D-5	Town Hall 741 Colonel Ledyard Hwy	2 (trash), 3 (recyclables)	2 Times/Wk	2 Times/Wk
A-3	Aljen Heights Field 17 Aljen Ave	1	Weekly	None
C-3	Pfizer Field 212 Stoddards Wharf Rd	4 (each field) 2 (parking lot)	Weekly	None
D-2	Middle School Fields 1854 Route 12 (access from Stoddards Wharf)	10	Weekly	None
C-2	Judge Crandall Field 1864 Route 12	8-yard (1), 6	Weekly	None
E-1	Gales Ferry Library 18 Hurlbutt Rd	2-yard (1), 2 (recyclables)	Weekly	Weekly
E-1	Old Gales Ferry School 7 Hurlbutt Rd	6-yard (1)	Bi-Weekly	Bi-Weekly
E-3	Christy Hill Field 13 East Dr	2	Weekly	None

F-3	Lester House 153 Vinegar Hill Rd	1	Weekly	Weekly
G-5	Police Station 11 Lorenz Pkwy	8-yard (1), 1 (recyclables)	Weekly	Weekly
F-2	Senior Center 1568 Route 12 (off Van Tassel Dr)	4-yard (1), 4 (recyclables)	Weekly	Weekly

* The containers are either 95-gallon totes or dumpsters, as indicated (e.g., 6-yard (1), 4 = one 6-yard dumpster and four 95-gallon totes). Dumpsters may be either front or rear loading. All containers are to be provided by the Contractor.

Note: There may be occasions when the contractor will be required to temporarily relocate some 95-gallon containers to support specific Parks & Recreation Department needs.

C. Board of Education (BOE) facilities to be served. The below Board of Education (BOE) facilities shall be covered by this contract. All terms of the contract will be extended to these BOE facilities.

BOE COLLECTIONS

Mail-A-Map Grid Location	Facility/Address	Containers	Frequency	
			School-Year	Summer
C-2	Juliet Long Elementary 1854 Route 12	6-yard (1) (r) <u>6-yard (1), 95-Gal. (4)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
C-2	Gales Ferry School 1854 Route 12	6-yard (1) (r) <u>95-Gal. (2)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
C-2	Middle School 1854 Route 12	6-yard (1) (r) <u>4-yard (1), 2-yard (1)</u> <u>95-Gal. (4)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
D-5	Ledyard Center Elementary 740 Colonel Ledyard Hwy	6-yard (1) (r) <u>2-yard (1), 95-Gal. (2)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
D-6	Board of Education Building 4 Blonders Boulevard	6-yard (1) (r) <u>95-Gal. (2)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
D-6	High School 24 Gallup Hill Road	8-yard (1), 6-yard (1) (r) <u>6-yard (1), 2-yard (1)</u>	2 Times/Wk Weekly	2 Times/Wk Weekly
E-8	Gallup Hill Elementary 169 Gallup Hill Road	6-yard (1) (r) <u>2-yard (1), 95-Gal. (2)</u> (r) = <u>recycling</u>	2 Times/Wk Weekly	2 Times/Wk Weekly

II DEFINITIONS

Acceptable Containers

The containers shall be of plastic or non-rusting metal and may include large plastic bags properly tied, of the type normally marketed for heavy duty trash service. The size and weight of the containers shall be such that they are easily handled by one person and shall not, in any case, have a capacity in excess of 55 gallons or a combined weight of container and contents in excess of 75 pounds. MSW containers shall be supplied by residents or property owners. Recyclables may be placed in any suitable container, whether marked for recycling or not. Cardboard and mixed paper may also be stacked or placed outside containers.

Bulky Waste

The broad category of waste excluding household refuse but including construction debris, oversized furniture and plastics, scrap wood, bagged leaves and grass, scrap appliances, and miscellaneous scrap metal.

Contract

The Contract which includes this specification.

Contractor

The accepted bidder who executes the contract, and shall include the agents, officers, employees, and subcontractors of the Contractor.

Director

Ledyard Director of Public Works.

Dwelling Unit

A home, rental unit, apartment, condominium, mobile home, or other shelter occupied by a single family or small group as a residence.

Hazardous Waste

Any waste material which may pose a present or potential hazard to human health or the environment when improperly treated, stored, or transported, disposed of or otherwise mismanaged. Includes hazardous wastes identified in accordance with Section 3001 of the Resource Conservation and Recovery Act of 1976.

Municipal Solid Waste

Defined by the Connecticut DEEP and is composed of residential and institutional waste which is normally collected by conventional refuse collection vehicles and is acceptable to the Preston Facility for incineration. Items not acceptable to the Preston Facility, due to size or other characteristics, but which would otherwise meet the DEEP definition of Municipal Solid Waste, are excluded from this definition.

Preston Facility

The SCRRA Waste-to-Energy Plant located off Route 12 in Preston.

Proposal

A valid bid submitted pursuant to the terms outlined herein.

Refuse

Material acceptable for removal under the terms of this contract as normal household garbage and recyclables.

Refuse Properly Left for Collection

All refuse, with recyclables separated, which is in receptacles or bagged and placed at the side of the road in front of the unit generating the material.

WWP Facility

The Willimantic Waste Paper Company recycling facility located at 185 Recycling Way, Willimantic, CT.

III EQUIPMENT

The Contractor shall provide and maintain all equipment, including automotive equipment, necessary for carrying out this contract. At least two collection vehicles shall have fully enclosed bodies with self-contained mechanisms to compress the material collected. At least one vehicle shall be available for handling complaints or cleanup service. All collection vehicles shall be thoroughly clean and washed at regular intervals. Town facilities are not available for washing the Contractor's equipment. Each vehicle shall carry a shovel and broom at all times to handle spills or dropped material. All collection vehicles and equipment including chassis, drive train, hydraulic system, controls, and body shall be in reliable condition before starting work and shall be maintained as such throughout the life of the contract. All vehicles shall be painted and marked uniformly and shall present a neat and orderly appearance at all times. Equipment transporting material to the Preston and WWP facilities must meet any standards promulgated by that activity. The Contractor must be able to provide back up equipment to replace any breakdowns which exceed three (3) hour's duration.

IV TIPPING FEE

Tipping fees at the Preston Facility will be billed to and paid by the Town of Ledyard for materials collected under this contract within the Town boundaries. Any attempt by the Contractor to include material collected from outside Ledyard is a serious violation of the contract and may constitute grounds for immediate termination of the contract by the Town for default.

Additionally, material collected through commercial activity within the Town of Ledyard is subject to the provisions of Town Ordinance No 86. Tipping fees for commercial waste generated in Ledyard and delivered to the Preston Facility are paid by the Town of Ledyard and are subject to the backcharge provisions of said ordinance. Any attempt by the Contractor to include commercial material in waste from Ledyard delivered to the Preston Facility is a serious violation of the contract and may constitute grounds for immediate termination of the contract by the Town for default.

TECHNICAL SPECIFICATIONS

I SCOPE

The intent of this specification is to describe the services required to obtain the clean, courteous, well-scheduled curbside collection of municipal solid waste and designated recyclables from the Town of Ledyard and the disposal of the material at designated locations commencing on or about July 1, 2015. Any changes or deviations from this scope or the price of the contract shall be submitted by the Contractor to the Town in the form of a contract change order delineating the change and the monetary effect desired. If approved by the Mayor, a formal change order will be prepared. If warranted, a written notice to proceed may be issued by the Public Works Director prior to issuance of the formal change order, but no work shall proceed without such directive.

II DESCRIPTION OF WORK

Weekly collection of municipal solid waste generated by residents and designated Town facilities as identified in this specification and the delivery of that waste to the Preston Facility or the Ledyard Transfer Station as directed; also the weekly collection of recyclables in a single stream and the delivery of recyclables to the WWP Facility. The Contractor shall collect recyclable materials as delineated by the Town.

As of February 2015, there are 5,912 dwelling units (including condominiums and about 6 small trailer parks) which will require service under this contract, in addition to the designated Town facilities. The Contractor shall collect all municipal solid waste, and recyclables, from these locations, and any units which will be constructed during the term of the contract. Retail, commercial and/or industrial establishments, churches and non-profit organizations, existing or to be built, are excluded from this contract.

During the course of the contract period it can be expected that some new dwelling units will be constructed and some old ones demolished. The Contractor will be required to service the new units upon occupancy; construction debris will be the builder's responsibility. Should the number of locations vary more than ten percent (10%) during the course of the contract, or mutually agreeable extension thereof, a change order shall be initiated for an appropriate adjustment in the contract price. Except as otherwise noted in this specification, all collections shall be made at the curb of the public right of way serving the unit. Collections must be made by the Contractor in accordance with the approved schedule, regardless of the quantity of material, if properly placed at the curb. No waste shall be left on the ground or around the containers through the Contractor's fault. In all operations, the Contractor shall provide professional, competent, courteous and efficient service to the public. He shall respond immediately, but in no case less than 24 hours, to directives issued by the Mayor or the Public Works Director. Failure to provide this level of service may be grounds for termination of the contract by the Town.

This Contract shall provide for the collection of waste at the curbside (i.e., the volume of refuse) and disposal at the Preston Facility for all dwelling units covered by this contract. Any other arrangements for collection of waste and provision of containers to afford a more

convenient manner of collection shall be a matter of private negotiation between each individual unit or condominium association and the Contractor. The costs of enhanced service to individual units and condominiums shall be borne by each respective individual or condominium association as negotiated with the Contractor.

Collection of waste at individual units within private trailer park/retirement complexes via private roads shall not be considered a special arrangement warranting additional costs. The following trailer parks/retirement complexes qualify for the above dispensation:

<u>Complex</u>	<u>Units</u>	<u>Address</u>	<u>Mail-A-Map Location</u>
Stone Gate	80*	10 Flintlock Rd	E-8
Grandview	36	1010 Long Cover Rd	G-2
Rocky Knoll	11	932 Long Cove Rd	F-2
Ledgewood	11	967 Long Cove Rd	F-2
(No Name)	5	800 Long Cove Rd	F-3

*Full build-out quantity; presently, 42 units are built and occupied.

The Contractor shall have a competent supervisor on duty during all collection hours. The Contractor shall provide for spontaneous communication capability for the supervisor to respond to directives and to correct problems which may arise.

From time to time, the Town may have the Contractor distribute flyers which shall be placed in the recycle bins as part of his work. The Contractor shall distribute notices to or otherwise notify any Ledyard households that are not preparing recyclables correctly, including the inclusion of incorrect materials. All notices and flyers will be supplied by the Town of Ledyard or its agent.

Hazardous wastes will not be collected under this contract.

III CONTRACTOR RESPONSIBILITIES

In addition to the responsibilities contained in this contract, the Contractor shall comply with:

- a) All Federal and State Laws, Rules and Regulations pertaining to Social Security, Unemployment Compensation and OSHA.
- b) All Rules and Regulations of the Town and State.

The Contractor shall not operate collection vehicles in such a manner as to impede or endanger traffic. The Contractor shall not use privately owned containers for the purpose of combining loads from adjacent dwelling units. The Contractor shall report to the Town those residential locations where municipal solid wastes are frequently found to be scattered by means other than collection.

The Contractor shall exercise due care in use of vehicles and handling of containers. The Contractor shall be responsible for any damage to property, including containers, caused by his agents or vehicles in the execution of this contract. Such damage will be repaired within ten

(10) days of written notice of his liability by the Town. If the Contractor fails to repair the damaged property within this period, the Town will deduct the cost of the repair or replacement from a subsequent monthly payment due the Contractor.

The Contractor shall provide a local or toll-free telephone number for receiving inquiries, complaints, and bulky waste pick-up requests from residents, and shall also provide a pager number for the Town for immediate contact. The Contractor shall provide live response at the provided number during all collection hours and shall handle such communications in a courteous, user-friendly, responsive manner.

IV COLLECTION SCHEDULE

For municipal solid waste each unit shall be served once a week. The contractor shall make every attempt to maintain the existing collection schedule and geographic collection polygons. The collection schedule will be as established by the Public Works Director (see Attachment A); any desired changes to the current schedule shall be approved by the Public Works Director. The collection schedule shall normally be on a five (5) day per week basis, Monday through Friday. When a holiday falls during that period, make-up collection for the affected route shall be on the next day; collection for all other following days for the affected week shall also be delayed one day through Saturday. Make-up for a Friday holiday shall be on Saturday. The Contractor shall post notification of collection delays via their website and any other means suitable to maximizing public disclosure. For purposes of this contract, the following days will be considered holidays:

New Years Day	July Fourth	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Recyclables shall be collected weekly; recyclables shall be commingled in a single stream for delivery to the WWP Facility. Cancellations authorized by the Mayor for emergencies, or especially inclement weather, will be treated as holidays for scheduling purposes. Should such emergencies incur additional expenses for the Contractor, reimbursement may be sought through the Contract Change provisions.

The hours of collection shall be between 7:00 a.m. and 4:00 p.m. No exceptions will be permitted without the specific permission of the Director or Mayor's office. No collections will be permitted on Sunday. Municipal collections will be daily, Monday through Friday, or weekly as per schedule.

Collection of bulky metals, leaves, etc., shall be on a designated day to be mutually agreed between the Town and the Contractor. The Contractor must make the pick-up available regardless of the total number of pick-ups requested.

V COLLECTION ROUTES

The collection routes are established (Attachment A). For bidding purposes, the current routes shall be considered. Should the Contractor subsequently desire to change the approved route and/or schedule, written approval of the Director will be required. Prior to effecting the change, the Contractor will be obliged to advertise the change in a manner satisfactory to the Director for a period of not less than thirty (30) days prior to its becoming effective.

If the Contractor collects a route on a day not scheduled for that route, he may be required to redo the route on Saturday without compensation. Delays in collection occasioned by inclement weather must be approved by the Mayor's office. If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, the Town may serve notice either personally or by affixing notice to the Contractor's premises or place of business, that the Contractor is in default and may take such steps as are necessary to provide service according to the previously approved schedule. The Contractor and/or his surety shall be liable for any costs of such steps over the cost of this contract and shall receive no compensation under the contract from the date of notice of the default.

VI COLLECTION DISPOSAL

Municipal solid waste shall be delivered to the Preston Waste-to-Energy Plant. The Contractor shall become familiar with the regulations of the Preston Facility and shall abide by them. All materials shall be weighed before depositing and must contain only material collected under this contract. No material shall be delivered to Preston which is not acceptable to that facility.

Recyclables shall be collected and/or commingled in a single stream and delivered to the WWP Facility. Recyclables collected under this contract must be handled and disposed of in a fashion that meets the requirements of Ledyard's agreement with Willimantic Waste Paper Company. Inasmuch as the Town of Ledyard receives revenue under this agreement, deviation from this requirement is a serious violation of the contract and may constitute grounds for immediate termination of the contract by the Town for default.

Use of intermediate transfer facilities may be allowed as long as the segregation and accuracy of all waste and recyclables collected under this contract are not compromised. Any arrangements for use of intermediate collection, staging, or transfer facilities shall be approved in advance by the Director. Intermediate transfer facilities and their use shall fully comply with Connecticut DEEP requirements, including permitting. Bidders proposing use of intermediate facilities shall include all appropriate information in their bid to demonstrate that they are suitable, per the specifications.

Bidders shall ensure that their cost proposals meet and account for all specified requirements for intermediate facilities, if proposed. If accounted for and required by a bidder's cost proposal, use of unsuitable intermediate facilities may disqualify the bid.

VII COMPLAINTS AND REMEDIES

The Contractor shall be required to receive complaints from the Mayor, Director of Public Works or their authorized representatives regarding refuse collection. The Contractor shall then make arrangements to investigate and correct the designated complaints within a reasonable period of time as specified by the Town. In the event the designated complaints are not attended to in a reasonable period of time following notification, the Town shall have the authority to assess, as liquidated damages, the sums that are reasonable and acceptable to the Town and/or affected residents. Said liquidated damages shall be deducted from monies due the Contractor on the next billing date. However, the failure to deduct said sum by the Town shall not be considered as, or constitute, a waiver by the Town of any such rights of redress.

VIII BULKY WASTE COLLECTION AND DISPOSAL

Bulky Waste collection shall be provided on an on-call basis. Residents will make arrangements directly with the Contractor for pick-up. The contractor shall provide live contact to residents during all collection hours and shall provide for residents to leave messages after hours. Arrangements may be made at a time that is mutually convenient, but the service shall be rendered as expeditiously as possible. Residents covered under the refuse provision of this Contract will be allowed two (2) pick-ups per calendar year, in accordance with the eligible items and maximum quantities delineated below. The Contractor shall maintain records to ensure that this limit is not exceeded. The Contractor shall give a copy of these records to the Director at the end of each month. Since the initiation of on-call service, rates of collection have averaged about twenty-five (25) pick-ups per week, with more during the Spring and Summer and less during the Fall and Winter.

The following items shall be covered under this service:

- Household Furniture (including mattresses)
- Scrap Wood
- White Goods (e.g., appliances)
- Miscellaneous Metals
- Leaves

The following guidelines and limitations shall govern the pick-up and disposal of bulky waste. The Contractor shall follow these guidelines. If the quantity of a particular collection exceeds the specified limits in any category, the affected resident shall be notified and the collection shall be delayed pending resolution. If the quantity does not exceed two pick-ups, the resident may be offered the choice of being charged for both annual pick-ups, if available. The Town will notify residents of the procedures and limitations associated with the Bulky Waste service.

PICK-UP

Furniture.

Maximum of two (2) pieces per pick-up.

Scrap Wood.

A neat pile of material of five (5) foot maximum length not to exceed three (3) feet high by five (5) feet wide.

White Goods/Scrap Appliances.

One (1) appliance per pick-up.

Miscellaneous Metals.

Maximum eight (8) foot length. No limitation on quantity if properly sized.

Leaves.

Must be in craft (paper) bags. No limitation on quantity if properly bagged.

DISPOSAL

The Contractor shall exercise some flexibility in the disposal of materials collected under this service; bulky waste materials acceptable to the Preston Waste-to-Energy Plant shall be mixed with normal refuse and be disposed of in that fashion. The following guidelines shall govern the disposal of the various bulky waste materials.

Furniture.

If not disposed of with refuse, delivered to the Ledyard Transfer Station at 889R Colonel Ledyard Highway.

Scrap Wood.

If not disposed of with refuse, delivered to the Ledyard Transfer Station.

White Goods.

Must be delivered to the Ledyard Transfer Station. Refrigerators, freezers, and air conditioners shall be placed at a designated staging area for freon evacuation. Other appliances shall be placed in the metal area.

Miscellaneous Metals.

Must be delivered to the Ledyard Transfer Station and be placed in the metal area.

Leaves.

Delivered to the Ledyard Transfer Station at the designated staging area.

ATTACHMENT A

GARBAGE COLLECTION SCHEDULE				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Adios La	Abbey Rd	Applewood Dr	Amber Cir	Allyn La
Albatross Dr	Aljen Ave	Aspen La	Ash Dr	Barry Dr
Anderson Dr	Arrowhead Dr	August Meadows	Baldwin Hill Rd	Bittersweet Dr
Autumn Way	Avery Hill Rd	Avebury Berwick	Baron Ct	Bluff Rd
Avery Hill Rd Ext	Barn Rd	Barton La	Blackwell Dr	Bluff Rd West
Boston Dr	Bolduc Dr	Birch St	Bluebird Dr	Brewster Dr
Briarwood Ct	Church Hill Rd	Blacksmith Dr	Bobwhite Tr	Browns Crossing Rd
Cider Hill Ptwy	Coachman Pike	Blackwatch La	Christy Hill Rd	Buttercup La
Cranwood Road	Col Ledyard Hwy (N of 214)	Blonders Blvd	Conrad Ct	Cardinal La
Cranwood Way	Eska Dr	Brentford Berwick	Crestview Dr	Cedar Ridge Rd
Crocker Hill Rd	Fanning Rd	Capt Amos Stanton Dr	Eagle Ridge Dr	Chapman La
Deer La	Gonch Farm Rd	Carriage Tr	East Dr	Clark La
Devonshire Dr	Gray Farm Rd	Cartridge Tr	Ferry View Dr	Cornell Ct
Edwards Ct	Green Point Ct	Center Dr	Friar Tuck Dr	Decatur Tr
Erin's Way	Heath Spur	Center Groton Rd	Hermitage Dr	Drawbridge West
Fargo Dr	Hickory Dr	Chatham Berwick	Hillside Dr	Forest La
Fawn Dr	Hillcrest Ave	Chestnut La	Holly La	Glenwoods Ct
Garden Court	Jean B Ct	Chidley Way	Hyde Park Dr	Harvard Rd
Garden Drive	Johnnie Ct	Chriswood Trace	Kalmia Dr	Harvard Ter
Goulart Rd	Laurel Ave	Colby Dr	Kennedy Dr	Hemlock Cir
Homestead Rd	Louis Ave	Col Ledyard Hwy (S of 214)	Kings Hwy (E of 12)	Hurlbutt Cir
Huntington Ptwy	Lynn Dr	Country Club Dr	Lark La	Hurlbutt Rd
Huntington Way	Marlene Dr	Fairway Dr	Laurel Leaf Dr	Inchcliffe Dr
Indiantown Pent	Mary Belle Cir	Fifers La	Ledgewood Dr	Kings Hwy (W of 12)
Indiantown Rd	Mathewson Mill Rd	Flintlock Rd	Lincoln Dr	Ledyard La
Iron St (E of Spicer Hill)	Michael La	Fox Hollow	Little John	Library La
Jessica La	Naomi Dr	Gallup Hill Rd	Long Cove (E of 12)	Long Cove Rd (W of 12)
Kerrie Ct	North Wind Cir	Greystone Ct	Maid Marion	Maple Corners Rd
Lantern Hill Rd	Oak Hills Tr	Haley Rd	Monticello Ct	Meadow Dr
Lee Brook Dr	Philip La	Highland Dr	Monticello Dr	Military Hwy
Linden La	Reuven Dr	Highview Ter	Mt Vernon Dr	Mill Cove Rd
Long Pond Rd	Rose Hill Rd	Hill St	Norman Dr	Mull-Berry Dr
Melanie La	Rosemarie Ct	Hilltop Dr	Nottingham Ct	North Glenwoods Rd
Merry La	Royal Oaks Dr	Iron St (W of Spicer Hill)	Nugget Hill Dr	Oakridge Dr
Pumpkin Hill Rd	Seabury Ave	Lake St	Nutmeg Dr	Old Quarry Rd
Ravenwood Row	Shewille Rd (N of 214)	Lambtown Rd	Oakwood Dr	Orchard Dr
Red Brook La	Silas Deane Rd	Lambtown Rd Ext	Osprey Dr	Overlook Rd
Sandy Hollow Rd	Spicer Hill Rd (N of 214)	Lucienne Way	Ovata Dr	Patricia Ct
Saw Mill Dr	Spout Run	Maple Ter	Palmer Dr	Pinelock Dr
Shewille Rd (S of 214)	St Paul St	Marla Ave	Parkwood Dr	Richard Rd
Stoddards Wharf Rd	St Peters Ct	Meetinghouse La	Partridge Hollow Rd	Ridge Rd
Stone Ct	Sunset Ave	Model Park Rd	Pequot Dr	River Dr
Tanglewood Dr	Thomas Rd	Muster La	Pheasant Run Dr	Riverside Place
Terry Rd	Tucker's Run	Old Colony La	Quail Meadow La	Route 12
Whalehead Dr	Village Dr	Old Fort La	Queen Eleanor Dr	Smith Pond Way
Whalehead Rd	White Birch Ct	Peachtree Hill Ave	Ramblewood Dr	South Glenwoods Rd
White Pine Rd	Wicklow Turn	Pennywise La	Robin Hood Dr	Spring St
Whitford Rd	Willow La	Pleasant View	Sherwood Tr	Stoddards View
Winfield Way	Windward La	Powder Horn La	Summit Dr	Stonybrook Rd
York CT		Reservoir View	Vinegar Hill Rd	Sunset Rd
		Robin La	Warbler Way	Tanager La
		Sable Dr	Washington Dr	Thames View Pent
		Sachem La	West Dr	Tom Allyn Ct
		Spicer Hill Rd (S of 214)	Whippoorwill Dr	Van Tassel Dr
		Spruce St		Winthrop Rd
		Stevens Ave		Woodland La
		Thompson Ct		Woodridge Cir
		Town Farm Rd		
		Wendell Comrie Rd		
		Whipple Rd		
		Whitewood La		
		Wolf Ridge Gap		
		Woodview Dr		

END OF SPECIFICATIONS