

Town of East Hartford

ADDENDUM N^O. 1

Municipal Waste Collection Services Bid No. 22-14

Issued March 2nd, 2022

The following summarizes revisions to the Bid Documents included in Addendum N° . 1 for the Municipal Waste Collection Services (Bid No. 22-14).

QUESTION 1: The Recycling Bid is being based on 11,600 units collected, however in your chart showing present counts, there are weeks that show the count was as high as 12.252 were picked up. So the contractor will not get paid for the 652 extra carts picked up?

ANSWER 1: While charts and historical data are provided to give bidders as much information as possible, the pricing bid should be based on actual refuse and recycling cart collection counts provided in Appendices D & E. reference Section 10 of the RFP on Page 23 of 186.

QUESTION 2: You are requesting the replacement of all Trash and Recycling carts to residents, but all of the information provided regarding counts is clearly labeled as being approximate units serviced – there is also reference made to units that have additional Trash and/or Recycle carts. Do you have an actual number of the quantity of each type of carts that are to be replaced?

ANSWER 2: Appendix E shows a maximum recycle cart count of approximately 12,212 for both recycle routes A & B. Appendix D shows a maximum average refuse cart count of 14,350. Bidders can use these figures to plan their replacement of carts. The final cart replacement count will be amended over the seven-year replacement period as described in Section 6, Page 18 of 186 in the RFP. Also, the successful bidder will be required to provide an inventory report for the total number of both refuse and recycle carts as identified in Section 18, Page 29 of 186.

QUESTION 3: Do the Recycling routes cover the same units serviced by the Trash routes – If so, why is there a discrepancy in the counts?

ANSWER 3: Because not all residents participate regularly in the recycle program.

QUESTION 4: Under #6 Collection Carts, on page 4 - it states that the Town will cover costs for one refuse cart and one recycling cart replacement (one time) – Does this mean that the Town will pay the initial cost to buy and deliver the approximate 26,000 carts?

ANSWER 4: The successful bidder is expected to replace one of each cart type (refuse and recycle) per unit. The cost of this replacement is the bid price being requested for the work.

QUESTION 5: Regarding the additional carts – In Appendix G – Do you have a count and list of the additional carts that have been issued, along with who is responsible for the annual payment?

ANSWER 5: No, there is no separate inventory of additional carts at this time. The additional carts inventory will be developed under the terms of this agreement.

QUESTION 6: For the Bulk collection in 2021, if there were 2,097 ton collected for 2,168 stops, this averages out to be almost a ton per stop. With the 4 cubic yard limit, this amount seems to be high. Is the 200 ton of metal included in that total?

a. Under Acceptable Bulky Waste, does Bundled Yard Clippings include grass clippings?

ANSWER 6: Metal is not included in the bulky tonnage provided.

In the Section entitled Acceptable Bulky Waste (Burnable, Non-Burnable, Metal, Mattresses), Item #6 "Bundled Yard Clippings" should not be included. . ADDENDUM PROVIDED Bundled Yard clippings do not include grass clippings.

QUESTION 7: Under #12 Collection Schedule, regarding Obstacles – if cars or vehicles are parked in such a way that prevent automated collection, or if carts are in contact with a parked car, is contractor required to move and service the carts, if possibility exists of causing, or being accused of causing damage to the vehicle?

ANSWER 7: Yes, the contractor is expected to make all efforts to complete a collection without damage to property.

QUESTION 8: Pages 8-9 Instructions for Construction and/or Labor Services Bid – Do items 5-10 of this Section apply to this RFP?

ANSWER 8: Yes, the instructions are general in nature and apply to all construction and/or labor service bids.

QUESTION 9: Page 15, Item 2 – How many new dwelling units are anticipated to be added in Town over the next five (5) years?

ANSWER 9: There are no anticipated developments in the next 5 years that would impact this RFP.

QUESTION 10: Page 15, Item 2 – What has been the percentage of growth in Town over the last three (3) years?

ANSWER 10: The US census information from 2010 to 2020 shows a negative growth (decline) in the Town of approximately 980 units.

QUESTION 11: Page 16, Item 4, Disposal Sites – When do the contracts with the Town's current disposal sites expire?

ANSWER 11: The initial term of the Town's current agreement with Murphy Road Recycling (MRR) expires on June 30, 2024 but may be extended for up to two additional three-year periods.

QUESTION 12: Page 16, Item 4, Disposal Sites, Paragraph 5 – How many fines and/or penalties have been accessed by the disposal sites to the Town of East Hartford in the last three (3) years?

ANSWER 12: No fines have been assessed by MIRA, MRR, or the DEEP against the Town in the last three years.

QUESTION 13: Page 17, Appendix D and Page 23 Assessor's Information - Number of units are different. Is the reason for this due to the fact that not all condo complexes are receiving trash and recycle collection services? Which number should the contractor use for bidding purposes?

ANSWER 13: Correct, not all condominium complexes are eligible or utilize Town collection. The contractor is encouraged to use the cart number as stated on Page 17 of 186, Section 5.

QUESTION 14: How many residents have a 95 gallon barrel for trash?

ANSWER 14: We do not have an accurate count on how many issued carts are 95 gallon sized. However, an educated estimate is 90% of the total

QUESTION 15: How many residents have a 65 gallon barrel for trash?

ANSWER 15: We do not have an accurate count on how many issued carts are 65 gallon sized. However, an educated estimate is 10% of the total.

QUESTION 16: Page 17, Appendix D: - What is the number of additional approved purchased trash barrels and their locations?

ANSWER 16: The successful bidder is expected to replace one of each cart type (refuse and recycle) per unit. The cost of this replacement should be included in the price bid for the work. At the present time it unknown how many of the total cart inventory is "additional".

QUESTION 17: Page 18, Appendix F: - What is the number of barrels and which sites listed in Appendix F are collected semi-manually?

ANSWER 17: All of the locations listed in Appendix F are expected to be integrated into the automated routes. See the note on the bottom of each Page within the Appendix.

QUESTION 18: Page 18, Item 6 – Please confirm that the exchange of barrels over for the first five (5) years of the contract is for trash barrels only.

ANSWER 18: ADDENDUM PROVIDED to indicate that "The Town will convey the current inventory of carts and, after the transfer, it shall be the Contractor's responsibility to replace all refuse/MSW carts within the initial term (years 1-7) of the agreement. The recycle carts are to be replaced in the initial term (years 3-7) of the agreement".

QUESTION 19: Page 18, Item 6, last paragraph – Who pays for replacement barrel due to residents' neglect or loss?

ANSWER 19: ADDENDUM PROVIDED to indicate that "Individual homeowners may be charged by the Contractor for replacement carts resulting from homeowner neglect or loss. In cases where carts are lost due to theft, the Town will reimburse the Contractor for the cart replacement cost as long as a police report is provided by the resident through the Contractor and the theft is recorded in Q-Alert."

QUESTION 20: Page 20, Future Recyclable Material – For clarification, please specify if this Section refers to items added and placed in the single stream barrel for disposal or if it would also include items requiring an additional and separate collection.

ANSWER 20: It is anticipated that future recycle items, when added, will be part of the single-stream program.

QUESTION 21: Page 20, Item 9 – When you compare the tonnage collected to the number of stops, the weight for each collection is almost one (1) ton of material. Are these numbers correct and is there currently a limit to how much a resident can put out for one collection? Page 20, Item 9 – Please confirm that the contractor may propose an additional alternate bid for bulky collections other than the two (2) specified in the bid document.

ANSWER 21: The numbers provided are correct; they come from MSW tonnage reports provided by MIRA and MRR and include both curbside stops and weights collected at the transfer station. It is not correct to correlate the weight and # of stops. The current curbside collection weight limit is based on # of items/volume not weight. The limit is six items per stop.

QUESTION 22: Page 22, Christmas Trees – How many, or what is the tonnage of Christmas trees picked up in Town over the last three (3) years?

ANSWER 22: Approximately 800 Christmas trees were collected this past year. The two years prior to that the number was approximately 1,100 per year.

QUESTION 23: Page 22, Item 10 – States that pricing shall not be changed within a given calendar year by more than 5%. Will the contractor not be able to increase their price by more than that even if the CPI is greater?

ANSWER 23: ADDENDUM PROVIDED to indicate that: Pricing shall not be changed, except as adjusted in accordance with Section 26 of this RFP, "Annual Review Adjustment Process.

QUESTION 24: Page 26, Item 14, Holidays – Who is responsible for paying and ordering of press releases for holiday delays?

ANSWER 24: Press releases and holiday delays may be posted through the Town's website at no cost to the Contractor.

QUESTION 25: Page 27, 2nd paragraph – What would be considered evidence that collection has been completed in a particular area?

ANSWER 25: Evidence is any information that the Contractor could provide the Town that proves collection occurred in any given area. This could be written report, GPS tracking, photographs or any other technology confirming a delivery of service.

QUESTION 26: Page 28, Item 17 – Would the Director of Public Works approve the contractor using a vehicle older than seven (7) years if it is proven safe and road worthy?

ANSWER 26: The intent of this language is to ensure that the equipment used is modern, clean, safe and road worthy. The Director of Public Works may consider allowing vehicles older than 7 years' subject to the Director's inspection and approval.

QUESTION 27: Page 29, Item 19, 5th paragraph – states that contractor will pick up acceptable material, regardless of contract violation, etc. What is meant by contract violation?

ANSWER 27: "Contract Violation" refers to a Contractor issued notice per Paragraph 4 of Section 19. ADDENDUM PROVIDED to indicate. Delete "regardless of contract violation" from paragraph Page 29 of 186; Section 19; paragraph five.

QUESTION 28: Page 30, Item 20, 4th paragraph – If contractor was not notified ahead of time that a road would be closed so that adjustments could be made and are denied access when they are there to collect, how and who should they notify in Town?

ANSWER 28: In almost all cases of temporary road closure local traffic is allowed which means that the Contractor will be able to access residents/units. Notifications for route access conflicts should be reported by the Contractor in Q-Alert and immediate notice given to the Public Works Waste Services Manager.

QUESTION 29: Page 30, Item 20, 5th paragraph – Must all trash to be collected by the contractor be contained in the resident's barrel?

ANSWER 29: Contractors are only expected to collect the MSW/Refuse and Recycling material that is contained within the provided carts. Any material found outside the carts should be reported as a violation by the resident. Violations shall be reported and recorded in Q-Alert.

QUESTION 30: Page 30, Item 20, 5th paragraph – Is the contractor expected to pick up any trash left by the resident outside of the barrel?

ANSWER 30: See answer to question #29.

QUESTION 31: Page 32, Item 23, 1st paragraph – please verify if the penalty for negligence of performance is \$100.00 or \$250.00.

ANSWER 31: ADDENDUM PROVIDED. On age 32 of 186; Section 23; paragraph one: The words prevail over the numerical figures. Therefore, the amount should read \$100.00

QUESTION 32: Page 34, Escalator Index – Will the CPI for each year be the difference between the CPI for the current year vs the CPI for July 2022? For example, if you were calculating the CPI for 2024, what numbers would be used to calculate the new rates for the contract starting July 1, 2024?

ANSWER 32: The CPI calculation shall be year to previous year.

QUESTION 33: Pages 96, 97 and 98 – What are the number and size of barrels at each of these locations?

ANSWER 33: All of the carts described in Appendix F are already included in the total count provided in Appendices D&E. The carts are mostly 95-gallons each except for a few pedestrian containers which will be new 60-gallon automated collectible containers.

QUESTION 34: General – on a daily basis, how many trucks and of what type (body design) does the Town currently operate to service the MSW, the locations specified in Appendix F, and the bulky collection?

ANSWER 33: The Town regularly used three automated loaders to collect MSW and one rear-loader to service those locations in Appendix F. The Town used one grapple truck for bulky collection.

QUESTION 35: Page $16/186 - 2^{nd}$ paragraph from the bottom... reference to "month, day, year" – please provide calendar date.

Answer 35: See answer to question #11

QUESTION 36: Page 17/186 – Appendix D is referenced as current number of carts collected (non-pedestrian litter) as 14,350; however, the table on Section 10: Residential data references 14,492 and it would appear the multi-unit housing data does not take into account multiple carts at each location (i.e. – "6" 5-family units is only getting a value of 6, not 30). Please clarify the quantity that should be used for factoring the proposal.

ANSWER 36: See the bid proposal sheet (Page 44 of 186) which states that municipal solid waste weekly collection as 14,425. This figure includes the estimated 75 pedestrian litter containers.

QUESTION 37: Page 17/186 – Pedestrian Litter Containers (from chart) are shown as 75 however the list on Appendix M shows 67 locations. Please clarify.

ANSWER 37: Bidders should anticipate the 75 pedestrian litter containers for bidding purposes.

QUESTION 38: Page 17/186 – there is a significant discrepancy between the number of refuse carts and the number of recycling carts, is it the Town's intention to provide every dwelling unit with at least (1) trash and (1) recycling cart?

ANSWER 38: Yes, the Town intends to provide every eligible residence one refuse/MSW container and one Recycle container. ADDENDUM PROVIDED with the bid proposal sheet.

QUESTION 39: Page 18/186 – Section 6 – can the recycling carts be replaced prior to assuming collection of the recycling contract (July 1, 2025)?

ANSWER 39: No, the recycle carts cannot be replaced until the selected contractor is awarded that work in year three of the agreement (2025). See the answer to Question 18.

QUESTION 40: Page $18/186 - 2^{nd}$ to last paragraph regarding covering the cost (one time) for cart replacement – is this cost the same as what is requested as part of the "TRASH CART REPLACEMENT" Section of the Bid Proposal Sheet?

ANSWER 40: Yes, the second to the last paragraph relates directly to the bid proposal sheet "trash cart replacement" Section.

QUESTION 41: Page 18/186 – last paragraph – will the Town be responsible for carts that are damaged or lost as a result of a resident or non-contractor related action?

ANSWER 41: See answer to question #19.

QUESTION 42: Page 19/186 – Section 7 – how will the Town determine/calculate the disposal credit?

ANSWER 42: See "Annual Additional Cart Fees Review" in Section 26 (Page 34 of 186).

QUESTION 43: Page 20/186 – Future Recyclable Material – how will the Town and Contractor handle "new recyclables" that may not fit (physically or due to source separation) into the 2 cart (MSW and REC) model?

ANSWER 43: This is not currently an issue. Rather than speculate about what may occur in the future, suffice to say that this will be addressed at that time with the successful bidder/contractor.

QUESTION 44: Page 22/186 – for a contract based on a per unit value, unit counts are crucial for proposal planning and future adjustments. Section 10 speaks to Town Assessor data <u>OR</u> annual cart count – please provide clarification as to how that review will work and what verifiable data will be used for billing and adjustment purposes.

ANSWER 44: See the answer to Question 23.

QUESTION 45: Page 22/186 – follow up to question above; will the Town consider solely using Assessor records as verifiable data for the purposes of establishing cart count – to be adjusted up or down based on an annual basis?

ANSWER 45: See answer to Question 23.

QUESTION 46: Page 23/186 – Condo count shows as 1,557 with a reference that there are only 177 units eligible... please clarify.

ANSWER 46: The 177 units that are eligible complied with ordinance requirements. See Appendix F.

QUESTION 47: Page 26/186 – Section 14 Holidays – the Town's holiday schedule and the posted schedule for the disposal facilities appear to vary significantly. Will the Town consider modifying the existing holiday schedule to match that of the disposal facilities?

ANSWER 47: Yes, the Town may consider modifying the existing holiday schedule.

QUESTION 48: Page 27/186 – Section 16 – the Appendix L that is referenced does not appear to include details regarding grant obligations (noted as vehicle operation in East Hartford, a reference to (6) years (?), etc). Please provide or clarify.

ANSWER 48: The details of the grant are provided in the "Action Management Plan" in Appendix L.

QUESTION 49: Page $30/186 - 6^{\text{th}}$ paragraph down regarding responsibility for damage... please clarify language that references obeying traffic laws and traffic flow.

ANSWER 49: This Section suggests that the contractor is responsible to obey all applicable traffic laws. Failing to do so will result in liability for any damage caused.

QUESTION 50: Page 33/186 – Section 26 – similar to question 11 above, how will billable unit count be determined using (2) different sources – carts collected <u>and</u> Assessor data?

ANSWER 50: See answer to question # 44.

QUESTION 51: Page 34/186 – Fuel Adjustment – how will the Contractor provide monthly fuel consumption reports when bidding the Contract (prior to start)?

ANSWER 51: The contractor will provide fuel consumption reports as soon as possible after commencing the work.

QUESTION 52: Page 34/186 – Fuel Adjustment – how will the monthly fuel gallons be determined? Fixed per month, based on historical data? Fluctuating per month, based on actual consumption? Some other measure?

ANSWER 52: Fuel adjustment will be made based on actual fuel consumption as compared to historical Town usage averages.

QUESTION 53: Page 35/186 – Fuel Adjustment – the Town is requesting proposals in March based on what potential fuel costs will be for a future base month (June 2022) – given the volatility of current energy prices – will the Town consider amending to use a known reference as the base month?

ANSWER 53: For clarification and bidding purposes the benchmark price for both Diesel and CNG as discussed on Page 35 of 186 shall be based on a February 28th, 2022 date as opposed to the June 27, 2022 date shown in the RFP. **ADDENDUM PROVIDED.**

QUESTION 54: Page 44/186 – Bid proposal sheets – Pedestrian Litter Containers show unit count of 350 but locations appear to be either 67 or 75. Please clarify.

ANSWER 54: We wanted to have pricing should it be decided to expand the pedestrian litter container program.

QUESTION 55: Page 94/186 – historical recycling cart counts for certain weeks are in excess of the bid quantities requested both for service and equipment (11,600 as per bid sheet) – for example, the weeks of 7/30/21 and 8/6/21 total out to 12,252... please clarify counts.

ANSWER 55: Historically, the average number of recycle carts serviced is 11,600 biweekly even though there are potentially 14,425 eligible carts.

QUESTION 56: Page 96-98/186 - Appendix F – can the Town provide details for unit counts and type of equipment at each of the listed locations?

ANSWER 56: See answer to question #34

QUESTION 57: How many trucks are currently being used for the bi-weekly recycle collections?

ANSWER 57: Currently one truck is being used.

QUESTION 58: What is the current monthly per unit price the Town is paying for the bi-weekly recycle collection?

ANSWER 58: \$1.93unit/month.

QUESTION 59: How many hours per week are spent for the bi-weekly recycle collection?

ANSWER 59: That information is not available to provide.

QUESTION 60: Will the Town consider alternatives to the specification for pedestrian litter container depicted in Appendix C and N

ANSWER 60: Yes, as the notes on the Appendices state "or acceptable equivalent" alternatives will be considered.

QUESTION 61: Page 15, Item 1, Intent, paragraph 3 - What other options would be available to the awarded contractor if the sale of the Town's vehicles is not approved by the East Hartford Town Council?

ANSWER 61: It is fully expected that the Town Council will approve the sale/transfer of the vehicle.

QUESTION 62: Page 20, Item 9, Alternate Bulky Bid Pricing – Why are the 4, 5 and 6 family buildings limited to a maximum of 8 collections per year and the residences under 4 units are offered 2 per year?

ANSWER 62: This is being considered an alternate in an effort to limit the volume of material collected from larger residential buildings.

QUESTION 63: Page 22, Residential Data – The Town Assessor information for number of units, if you calculate the number of barrels needed for this RFP comes up differently that what is specified on the Bid Proposal Sheet. So that the correct number of replacement barrels can be purchased, please verify total number of barrels contractors should purchase for this RFP.

ANSWER 63: See answer to Question #44

QUESTION 64: Page 27, Item 16, paragraph 2 – What are the remaining obligations under the State grant for the Town of East Hartford vehicles purchased as part of this grant?

ANSWER 64: The obligations of the grant are referenced in Appendix L.

QUESTION 65: Page 35 Fuel Adjustment – Will the fuel adjustment each month be based on a set amount of gallons and GGE's specified at the beginning of the contract or will it be based on the actual number of gallons and GGE's used each month?

ANSWER 65: See answer to question(s) #52-54

QUESTION 66: Page 44, Bid Proposal Sheet – On page 6 under Historical Bulky Services, it lists that there are approximately 2,200 curbside collection appointments. Under units on the Bid Proposal Sheet, it lists 14,350 units. This number is also different than the number of units for weekly curbside trash collection. Please clarify and confirm the total number of monthly bid units to be used for bulky collection.

ANSWER 66: The maximum number of eligible bulky collection units is 14,350. However, the historical data provided shows a much lower participant number.

QUESTION 67: Page 44, Bid Proposal Sheet – Under trash cart replacement, it lists 350 as the number of units for Pedestrian Litter Containers. Appendix M lists a total of 67 Pedestrian Litter Containers and the RFP lists 75. Please verify the total number of Pedestrian Litter Containers the contractor should purchase for the RFP.

ANSWER 67: See answer to question #37.

QUESTION 68: Page 52, Qualifications of Bidders, Question 7 – Does the Town of East Hartford consider the hiring of seasonal temporary helpers as a subcontractor?

ANSWER 68: No. As long as any person hired by the contractor is on the contractor's payroll they would not be considered a subcontractor.

QUESTION 69: Page 61, Performance Bond Form – Will the Town accept a change to the Performance Bond Form in the bid package to one that the contractor renews annually and reflects an annual CPI escalation factor?

ANSWER 69: The Town may consider an alternative performance bond but will reserve that decision for discussions with the successful bidder/contractor.

QUESTION 70: How much fuel is left in the CNG vehicles at the end of the day when they are filled completely for the start of the day?

ANSWER 70: The CNG use approximately ³/₄ of a tank of fuel daily.

QUESTION 71: Who is registered to bid on this RFP?

ANSWER 71: The information regarding prospective registered bidders will be made available when the bidding process is completed.

QUESTION 72: Over the past year, have any additional trucks other than 1059, 1060 and 1063 been used to complete daily collections and if so, how many, how often and for how many hours?

ANSWER 72: Trucks 1059, 1060 & 1063 are all that was needed to complete refuse/MSW routes daily. Any other truck used were only done when these trucks were not available.

QUESTION 73: What is the average daily administration time for the Q-Alert system?

ANSWER 73: The average daily administration time for Q-Alert is less than less than 2 man-hours

QUESTION 74: In Section 9 – Historical Bulky Services – Regarding the tonnage of 2,097 stated as being collected. Was this amount actually collected curbside, or does this number represent the total tonnage disposed of, including bulky waste which had been dropped off by residents to Ecology Drive?

ANSWER 74: See answer to question #6.

QUESTION 75: In Section 10 – Residential Data – The chart is showing a total assessor unit count of 14,492. Looking closely at the detail, it appears that the multi-families are counted as one unit. For example, if there are 1,089 - 2 Family, that should reflect as 2,178 units. Based on this, the assessor's unit chart should be revised to reflect 16,571 units, which includes all of the condos.

a. Furthermore, according to our recycling routes, and information from the GIS Database, the condos currently receiving service total 220 units – not the 177 as per the footnote under the chart.

ANSWER 75: For bidding purposes the data shown in the chart provided should be used.This is a unit price contract proposal and the successful vendor will be paid for the actual number of carts provided.a. The difference is likely due to additionally purchased carts at those locations.

QUESTION 76: Regarding the replacement of the carts town wide – is there a list of addresses from the original carts distributed?

a. If so, has this list been updated as carts have been issued for new service, or as carts have been replaced?

ANSWER 76: The original list has not been maintained from initial issuance of the carts.

QUESTION 77: In Section 11 – Historical Metrics – as the current recycling hauler, the tonnages reported "as collected" for October through January for FY 22 are understated. Our records reflect: October 237 ton November 250 ton December 248 ton January 234 ton

ANSWER 77: The data provided in the RFP is correct. Some recycle tons were diverted and those quantities show in the MSW volumes; which explains the difference between "collected" and "recycled".

The following documents & drawings are attached and included in Addendum Nº. 1:

Revised Bid Documents

- Replace Pages 15 to 36 of 186 with the attached "Scope of Services" (*Note that changes to the document are show with red underline*)
- Replace Page 44 of 186 with the attached "Bid Proposal Form"

End of Addendum Nº. 1

Page 13 of 13

TOWN OF EAST HARTFORD, CONNECTICUT BID NO. 22-14 MUNICIPAL WASTE COLLECTION SERVICES

SCOPE OF SERVICES

1. INTENT

The Town of East Hartford is accepting proposals for the provision of Residential Municipal Solid Waste (MSW) Services as further defined in this Request for Proposal (RFP). These services shall include management, collection and transportation of all acceptable MSW Refuse, Recycling and Bulky Waste from each eligible residential premises, as defined by the Town, and, proper disposal of such material. Other pricing is being requested for pedestrian litter container collection and purchase of pedestrian containers and replacement of existing residential carts, including on-going Contractor ownership, purchase and distribution of rolling carts to existing users over the first 5 years of the contract. The Contractor shall be responsible for providing and assuming all costs for labor, equipment purchase, operations, and repairs. Services hereunder shall be in compliance with all Federal, State and local laws.

The Town reserves the right to select one Contractor to provide all requested services hereunder, or to select multiple Contractors each of which may provide one or more requested services. Accordingly, by submitting a bid, Contractor agrees to provide whatever service(s) that it may be selected to provide under this RFP. Any Contractor who does not bid on all services will be disqualified.

The Town is also requiring Contractors to submit bids for the purchase of two (2) recently purchased natural gas automated refuse trucks and one (1) diesel automated truck currently used by the Town for MSW Refuse collection. The minimum required bids are as follows: \$225,000 for natural gas vehicle 1; \$225,000 for natural gas vehicle 2; and \$50,000 for diesel vehicle.

PLEASE KNOW, that the sale of the vehicles to an awarded Contractor will be contingent as described in Section 16 of this RFP.

2. COMMUNITY DEMOGRAPHICS

East Hartford is a diverse community of approximately 51,252 residents with 155 center-line miles of public and private roadway within its approximate 18 square miles.

The solid waste services encompassed in this RFP include the management, collection, transportation and discharge of refuse, recyclables and bulky waste from family residences (1 - 6 units) and other select locations (condominiums, mobile home parks, and municipal facilities) as specified by the Town, as well as transportation and discharge from the same aforementioned premises.

3. TIP FEES

Tip fees, or rebates, associated with refuse and recycling will be paid or received by the Town of East Hartford.

4. **DISPOSAL SITES**

The Contractor shall discharge all acceptable municipal solid waste (MSW) to the Murphy Road Recycling (MRR) facility, Nutmeg Road Recycling, 600 Nutmeg Road, South Windsor, CT or a Town-designated disposal site.

The Contractor shall discharge all acceptable recycling to Murphy Road Recycling (MRR) facility, Automated Material Handling, 655 Christian Lane, Berlin, CT or a Town-designated disposal site. The Town of East Hartford shall pay tip fees or receive rebates for recycling collected under this contract.

The Contractor shall discharge all acceptable bulky waste to the Murphy Road Recycling (MRR) facility, 143 B Murphy Road Hartford, CT or the East Hartford Transfer Station, 1 Ecology Drive, East Hartford, CT or a Town-designated disposal site. The Town of East Hartford shall pay all tip fees for refuse collected under this contract.

It is the responsibility of the Contractor to have all acceptable refuse, recycling and bulky waste delivered to these facilities or designated disposal site during normal hours of operation.

It is the responsibility of the Contractor to become familiar with the Rules and Regulations governing the designated facilities (refuse, recycling and bulky) and the terms of the Town's contract with Murphy Road Recycling. The Contractor will be responsible for any fines and/or penalties assessed by designated disposal site as a result of a failure to follow these rules and regulations. Since Rules and Regulations are subject to change, it will be the Contractor's responsibility to abide by these changes. By submitting a bid, Contractor certifies that it has read and is familiar with the terms of the attached Rules and Regulations and contract, and will comply with the same.

(See <u>Appendix A1, A2 and B for Hauler Rules</u> for each of the Murphy Road Recycling disposal facilities listed above)

The Town of East Hartford reserves the right to direct the Contractor to an alternate disposal site should the disposal site for refuse, recycling, and bulky waste change upon the expiration of the current contract **on June 30, 2024**. Contract pricing is based on delivery of material to these locations.

If the change of location is 30 miles closer or further from the current disposal site, the City and Contractor reserve the right to renegotiate pricing. If such Agreement cannot be reached, the City reserves the right to rebid the contract.

5. COLLECTION CARTS: MSW REFUSE AND RECYCLING

<u>MSW Refuse Automated Curbside Carts</u> are generally 95/96 gallon (currently green) carts, although some 64/65 gallon containers have been issued to residents requesting them. The carts are designed to be collected from the curb by an automated arm or similar device attached to the collection vehicle. (Appendix C: Cart General Specifications or Acceptable Equivalent)

<u>Appendix D: MSW Refuse Cart Count</u>, identifies the current number of carts collected from 1-6 family buildings, which are fewer than the total 1-6 family unit housing stock in the town. Some multi-dwelling properties have opted out of curbside collection, contracting privately for service or dumpsters. In addition, there are some households which were approved to purchase additional refuse containers from the Town due to family size or other needs. In this case, additional carts may appear and are to be serviced. Finally, carts are being used by select other locations the Town deems eligible (a limited number of condominiums, mobile home parks, Town facilities including but not limited to the Public Works compound, Fire Stations, etc.) These locations are presently serviced and included in the residential count. **Approximately 14,425 MSW refuse carts containers are collected weekly.**

| MSW Refuse Carts Description | Number Required Weekly | |
|-------------------------------------|------------------------|--|
| 1-6 family, condos, town facilities | 14,350 | |
| Pedestrian Litter Containers | 75 | |
| Total | 14,425 | |

Recycling Automated Curbside Carts are generally 95/96 gallon (currently blue) carts, although some 64/65 gallon containers have been issued to residents requesting them. The carts are designed to be collected from the curb by an automated arm or similar device attached to the collection vehicle. (Appendix C: Cart General Specifications or Acceptable Equivalent)

<u>Appendix E: Recycling Cart Count</u>, identifies the current number of carts collected from 1-6 family buildings, which are fewer than the total 1-6 family unit housing stock in the town. There are households that have been delivered an additional recycling container, which the Town supports as it increases diversion. Any household seeking to expand its recycling participation receives extra carts and all must be collected.

Each week, approximately 5,800 recycling containers are collected on Route A and 5,800 on Route B.

| Recycling Carts Description | Number Required Weekly |
|-------------------------------------|------------------------|
| | Each A & B Routes |
| 1-6 family, condos, town facilities | 5,800 A Route |
| 1-6 family, condos, town facilities | 5,800 B Route |
| Total | 11,600 |

<u>Bid pricing for recycling collection.</u> The recycling cart collection program is to be priced as if the vendor will start collection on July 1, 2022. An escalation based on the Town-selected

ADDENDUM NO. 1

consumer price index identified in Section 26 of this RFP will be applied for each year until the effective service start date, July 1, 2025. The Town currently contracts for recycling collection service. The contract term ends, June 30, 2025.

<u>Appendix F- Utility Routes, Eligible Condominiums and Town Locations</u> lists various streets where carts are currently collected semi-manually. The Contractor shall integrate these locations into the fully automated curbside collection.

While pricing shall not be changed unless the cart numbers or units being serviced change by more than 5%, an annual review will be conducted. (See Section 26 of this RFP for the Annual Review Adjustment Process).

6. COLLECTION CARTS: OWNERSHIP AND REPLACEMENT

The Town has determined that the condition of existing municipal cart inventory is beyond its useful life and requires replacement. The Town will convey the current inventory of carts and, after the transfer, it shall be the Contractor's responsibility to replace all refuse/MSW carts within the initial term (years 1-7) of the agreement. The recycle carts are to be replaced in the initial term (years 3-7) of the agreement. The Contractor will continue ownership of refuse and recycling carts for the life of the contract.

PLEASE KNOW, that the conveyance of all carts to the awarded Contractor will be contingent upon approval by the East Hartford Town Council.

The Contractor shall purchase, distribute, replace and provide on-going maintenance and repair of carts.

Contractors are to maintain an inventory of all carts purchased and issued to properties.

Contractors will develop a replacement plan in coordination with East Hartford Public Works for 100% replacement of MSW refuse and recycling carts in the initial term of the agreement. (See Section 25 of this RFP regarding Contract Term).

Contractors shall provide bid pricing (per unit) to include purchase, assembly, distribution and disposal.

Cart color selection will be made by the Town. Review of cart quality and hot-stamped information will be approved by the Town, although a Town-seal will not be required.

The Town will cover costs for one (1) 95/96 gallon MSW refuse cart and one (1) 95/96 gallon recycling cart replacement (one time) under this contract.

The Contractor will be responsible for reporting damage or loss due to Contractor negligence of refuse and recycling carts as a "Q Alert" Service Request. The Contractor shall absorb the cost of the damaged or lost containers and labor costs associated with the delivery of the container, not charging the Town for carts that are damaged or lost as a result of the Contractor's actions.

Individual homeowners may be charged by the Contractor for replacement carts resulting from homeowner neglect or loss. In cases where carts are lost due to theft, the Town will reimburse the Contractor for the cart replacement cost as long as a police report is provided by the resident through the Contractor and the theft is recorded in Q-Alert.

7. COLLECTION CARTS: ADDITIONAL

MSW CARTS: Residents requesting an additional MSW refuse cart will be required to pay the Contractor a fee, established in coordination with the Town, for any additional cart(s). The fee will be for the cost of the additional cart minus MSW disposal credits to the Town of East Hartford. See Section 26 of this RFP for Adjustments or <u>Appendix G: Additional MSW Refuse Cart Fees SAMPLE.</u>

RECYCLE CARTS: As relates to recycling carts, the Town will cover the cost of any additional recycling cart as an incentive to reduce refuse and increase recyclables. The Town will be invoiced as resident recycling cart requests are filled.

8. ACCEPTABLE WASTE

Acceptable MSW Refuse

Refuse or municipal solid waste shall include material which accumulates from the preparation of food for consumption in the home, including shells, skins, scraps and by-products, non-recyclable food containers and packaging, electric light bulbs, contaminated/soiled waste paper, wire, kitchenware and other household items which can be placed in a city issued refuse container.

Unacceptable MSW Refuse Items

Items NOT Acceptable for Collection shall include materials and wastes resulting from the repair or construction of buildings or structures, such as lumber, earth, stones, concrete, plaster, mortar, masonry, tubs, color tiles, linoleum and roofing materials, trees or tree stumps over six (6") in diameter, junk-yard wastes, dangerous materials or substances such as poisons, acids, caustics, human sanitary wastes, infected materials, explosives or radioactive material, auto car bodies and parts, commercial items, any kind of material containing hot coals or fire and all items not acceptable for disposal under DEEP and/or EPA Rules and Regulations, including Recyclable Materials and Bulky Waste (Burnable or Metal) Additionally, the Contractor should not knowingly collect large quantities of household hazardous wastes or any "Covered Electronic Devices" including televisions, computers and monitors, and any other electronic devices.

Current Acceptable Recyclables

The items identified on the Recycle CT Foundation, Inc. Guide to recycling <u>https://www.recyclect.com/in-the-bin.html</u> under the heading "What's In" and excludes those items under the heading, "What's Out" as may be modified from time to time.

Mixed Paper: newspaper and inserts. Magazines and catalogues. White and colored office paper. Mail, junk mail, bills, receipts, computer paper.

Cardboard: Corrugated Cardboard, food and beverage box board, cartons without liners. Clean pizza boxes.

Glass: beverage and food bottles, rinsed, unbroken, labels may be left, no detached caps or lids. No minis.

Metal cans and food trays: Aluminum cans; steel cans up to 3 gallons; foil food trays cleaned, rinsed and uncrushed and clean aluminum foil.

Aerosol containers: food grade only.

Plastics: #1 and #2, all plastic bottles(with or without caps attached), food and beverage plastic containers, tubs and lids and laundry products containers.

Cartons: Milk and juice cartons with caps removed and no straws.

Future Recyclable Material

Recyclable materials delivered to Murphy Road Recycling shall not be considered MSW refuse for collection under this contract. If and when new recyclables are added to the approved materials by the Director of Public Works or designee, State and Federal legislation and/or CT DEEP, it shall be the responsibility of the Contractor to begin the collection of these recyclables immediately.

9. HISTORICAL BULKY SERVICES AND INTENT OF PROPOSED FUTURE SERVICES

Historically, the Town of East Hartford bulky collection program has served 1-6 family properties, has been a permit-based, requiring resident registration and appointments for curbside service. Annually, Public Works has scheduled approximately 2,200 curbside appointments, collected approximately 2,097 tons of bulky (burnable and non-burnable); collected approximately 200 tons of metal and approximately 3,500-4000 mattresses.

The Town seeks pricing for bulky collection services for 1-6 family properties as follows:

Base Bid: Contractor collects on the regular collection day, one (1) time per month for 12 months, town-wide sweep with no appointment and an anticipated maximum set-out amount of 4 cubic yards.

<u>Alternate 1</u>: Contractor schedules appointments for service on the resident's regular collection day with a maximum number of annual appointments per unit and/or per property. Contractors will be asked to provide a narrative describing this service, its implementation and cost. Appointment service levels are as follows: 2 collections curbside per year from single family homes; 4 collections curbside from 2 family homes; 6 collections curbside from 3 family homes and 8collections curbside maximum from 4, 5, 6 family buildings. Contractors are asked to explain how appointments will be made (phones calls/web-based appointments/both) and track appointments based on the Assessor Data base for 1-6 family properties.

<u>Additional:</u> Contractors are asked to provide a price for special bulky collections required by the Town to address illegal dumping or resident non-compliance associated with enforcement efforts or blight remediation based on collection of 10 yards of material.

Acceptable Bulky Waste (Burnable, Non-Burnable, Metal, Mattresses)

Bulky waste shall refer to burnable, non-burnable, metal items, mattresses including the following items. Theses waste streams will be collected separately and will be delivered to the designate disposal locations below or any future designated disposal site:

BURNABLE ITEMS (including, but not limited to) DISPOSAL: Murphy Road Recycling (MRR), 143 B Murphy Road Hartford, CT

- 1. Wooden Furniture
- 2. Couches, Chairs & Recliners
- 3. Carpeting
- 4. Plastic Lawn Furniture & Toys
- 5. Bundled building wood
- 6. Bundled Yard Clippings (not part of "Burnable Items")
- 7. Branches & Limbs not to exceed six (6) inches in diameter, cut to four (4) feet or less, tied in bundles not larger than three (3) feet in diameter.

NON-BURNABLE ITEMS (including, but not limited to) DISPOSAL: Murphy Road Recycling (MRR), 143 B Murphy Road Hartford, CT

8. Ceramics/acrylics/fiberglass/-sinks, toilets, tubs.

METAL (including, but not limited to) DISPOSAL: East Hartford Transfer Station, 1 Ecology Road, East Hartford, CT

- 9. Metal Appliances including
 - a. Refrigerators (doors removed)
 - b. Freezers (doors removed)
 - c. Microwaves
 - d. Stoves
 - e. Washers
 - f. Dryers
 - g. Dishwashers
 - h. Air Conditioners

10. Scrap Metal including

- a. Lawn Mowers (fluids drained)
- b. Snow Blowers (fluids drained)
- c. Backyard Swing Sets
- d. Tire Rims
- e. Bicycles
- f. Charcoal and Gas Grills (no propane tanks)
- g. Metal lawn Furniture
- h. Bundled Pipes no longer than 4 feet,
- i. Bundled fencing (without concrete base)

- j. Storm Windows
- k. Radiators
- 1. Metal Insert from Sleeper Sofas
- m. And other similar scrap metal items

MATTRESSES DISPOSAL: East Hartford Transfer Station, 1 Ecology Road, East Hartford, CT East Hartford collects an estimated 4000 mattresses/foundations per year. The collection of mattresses and foundations must be such that the unit is not broken as these units are currently recycled under a contract between the Town of East Hartford and the Mattress Recycling Council (MRC) that ends December 31, 2024. The Contractor must meet the contract criteria. (See Appendix H: Mattress Recycling Council Contract).

Mattresses must be delivered to the East Hartford Transfer Station by the Contractor and placed into roll-offs.

Contract renegotiations with MRC will be resume January 1, 2024, when a modification to separation, collection and recycling will be considered by the Town. If significant changes result to the service, in particular, if separate collection ceases, the Town reserves the right to renegotiate pricing associated with the mattress collection component of the bulky service.

CHRISTMAS TREES

DISPOSAL: East Hartford Transfer Station, 1 Ecology Road, East Hartford, CT

East Hartford collects Christmas trees curbside throughout the Town during the last full week of December and the first full week of January. The Contractor will coordinate with the Town to set the exact collection dates annually.

The Christmas trees collected shall be delivered to the East Hartford Transfer Station for disposal. The Town seeks a lump sum for this two-week service.

Unacceptable Bulky Waste

Mirrors, glass, vehicular parts, demolition debris, home improvement debris, hazardous waste, electronics and items and items listed under "Unacceptable Waste," in Section 8 of this RFP.

10. RESIDENTIAL DATA

The Town of East Hartford Assessor data is provided to give Contractors the total potential service population. However, the Town has actual cart collection counts in Appendices D & E on which pricing is to be based for curbside refuse and recycling collection. Pricing shall not be changed, except as adjusted in accordance with Section 26 of this RFP. "Annual Review Adjustment Process".

| UNIT TYPE | # OF UNITS |
|------------------|-------------------|
| One Family | 10,914 |
| Two Family | 1089 |
| Three Family | 285 |
| Four Family | 122 |
| Five Family | 6 |
| Six Family | 6 |
| Condo Complexes* | 1557 |
| Mobile Homes | 513 |
| Total | 14,492 |

*All condos are not serviced. Appendix F lists eligible condos-177 units.

11. HISTORICAL MSW, RECYCLABLES AND BULKY METRICS

The tonnages and pickups associated with curbside refuse, recycling and bulky collections are as listed below:

| | MSW FY 19 | REC FY 19 | MSW FY 20 | REC FY 20 | MSW FY 21 | REC FY21 | MSW FY 22 | REC FY22 |
|-----------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|
| July | 1352 | 290 | 1393 | 303 | 1532 | 133 | 1503 | 355 |
| August | 1489 | 303 | 1314 | 292 | 1459 | 264 | 1480 | 330 |
| September | 1259 | 268 | 1294 | 273 | 1449 | 277 | 1585 | 248 |
| October | 1373 | 304 | 1350 | 264 | 1401 | 304 | 1493 | 159 |
| November | 1297 | 296 | 1198 | 281 | 1422 | 229 | 1515 | 172 |
| December | 1124 | 282 | 1170 | 309 | 1459 | 199 | 1487 | 156 |
| January | 1166 | 288 | 1170 | 310 | 1242 | 182 | 1232 | 134 |
| February | 969 | 234 | 1005 | 238 | 1074 | 142 | | |
| March | 1083 | 261 | 1173 | 279 | 1467 | 184 | | |
| April | 1333 | 304 | 1367 | 309 | 1512 | 209 | | |
| May | 1534 | 273 | 1552 | 330 | 1397 | 294 | | |
| June | 1369 | 290 | 1514 | 331 | 1572 | 327 | | |
| TOTALS | 15347 | 3394 | 15500 | 3519 | 16986 | 2744 | | |

Curbside Municipal Solid Waste and Recycling Tonnage

| MONTH | BULKY FY 20 Tons | BULKY FY 21 Tons | BULKY FY 22 Tons |
|-----------|---------------------|---------------------|---------------------|
| July | 209 | 139 | 269 |
| August | 185 | 167 | 188 |
| September | 200 | 169 | 182 |
| October | 196 | 138 | 166 |
| November | 160 | 304 | 178 |
| December | 89 | 229 | 114 |
| January | 115 | 97 | 92 |
| February | 108 | 53 | |
| March | 170 | 185 | |
| April | 152 | 204 | |
| May | 242 | 219 | |
| June | 254 | 193 | |
| TOTAL | 2080 | 2097 | |

| | # Bulky |
|-----------|---------|
| FY21 | Pickups |
| July | 249 |
| August | 169 |
| September | 180 |
| October | 193 |
| November | 156 |
| December | 116 |
| January | 135 |
| February | 122 |
| March | 161 |
| April | 156 |
| May | 238 |
| June | 293 |
| TOTAL | 2168 |

12. COLLECTION SCHEDULE

Collection: Scheduling

MSW Refuse shall be collected once per week on a five (5) day per week basis, Monday through Friday. (Appendix I: Daily MSW Refuse Routes)

Recyclables shall be collected bi-weekly on the same days as refuse collection by a separate collection vehicle. (<u>Appendix J: Recycling A & B Routes</u>)

Bulky Waste collection scheduling will be determined by the Town based upon the bid option chosen. The base bid presently calls for the Contractor to collect on the regular collection day, one (1) time per month for 12 months. This will be a town-wide sweep with no appointment and an anticipated maximum set-out amount of 4 cubic yards.

However, an alternate appointment-based option will be reviewed and considered. Regardless of the curbside collection option selected, collection must happen on the regular collection day for the address being serviced.

An additional price for special collections will also be requested.

Collection: Postponement and Changes

The Contractor may request permission from the Department of Public Works or his designee to postpone collection, transportation and discharge services in the event of extreme weather conditions, acts of God, an act of the United States or the State of Connecticut, fires, floods, epidemics, strikes and other conditions outside the Contractor's control.

Any change in collection schedule, due to extreme weather, must be authorized by the Public Works Director or his designee. The Contractor is responsible for making a reasonable effort to complete weekly collection including extending collection hours, extending collection through Saturday or bringing in additional personnel at no additional cost to the Town.

Collection: Obstacles to Collection and Collection Pattern

The Contractor should recognize that parts of East Hartford are a densely populated urban environment with parked cars and other obstacles. Even with automated collections some manual effort may be expected to complete collection.

In an effort to be responsive to public expectations, after a collection pattern has been established on a particular route, written permission shall be obtained from the Director of Public Works prior to substantially changing the timing of that pattern; i.e., collection of a dwelling unit which is normally done at 10:00 a.m. may not suddenly be changed to 7:30 a.m.

Collection: Advance Collection - Out of Route

If the Contractor collects a route on a day not scheduled for that route, they may be deemed to be in violation of the contract and may be cause to withhold monthly payment until the Contractor has demonstrated to Public Works that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Director of Public Works or designee shall be the sole judge as to whether a delay constitutes a violation or not. The Director of Public Works or designee may cancel collection on any given day for emergency reasons. If the Contractor fails to observe the established schedule for more than two (2) normal working days, and if, in the opinion of the Director of Public Works or designee, there has not been sufficient inclement weather to justify such lack of observance, the Town shall serve notice either personally or by written mail sent certified, return receipt requested, that the Contractor is in default and shall take such steps as are necessary to provide service according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of this contract and shall receive no compensation under the contract from the date of notice of the default.

13. HOURS OF COLLECTION

The Contractor may commence collection services no earlier than 5:00 a.m. (Code of Ordinances Chapter 16, Solid Waste Disposal, Sec 16-5 (f) authority of Director of Public Works to schedule solid waste collection) provided that in no event vehicles arrive at the disposal facilities to

deposit materials collected prior to posted hours. All materials collected must be delivered to disposal facilities within disposal facility operational hours, Monday through Friday. Saturday hours, associated with holidays, require compliance with disposal facility operational hours.

The Contractor will be fined for a change in start time without Town approval. A fine of **\$250** will be levied for each documented occasion and will be deducted from the contract.

The Director of Public Works or designee reserves the right to require the Contractor to change the time for commencement of collection services. The Director of Public Works or designee shall be required to give two (2) weeks advance notice of such change to the Contractor.

14. HOLIDAYS

The Town will provide the Contractor an annual calendar of holidays. <u>Appendix K- Municipal</u> <u>Holiday Calendar</u>. The Town and Contractor will review each upcoming holiday to confirm the collection schedule and to publish press releases and properly notify residents.

The Contractor will not make regular collections on the holidays. During any week in which a holiday occurs, collection will be delayed one day for the remaining portion of the week following the holiday. This listing of holidays on which collection shall not occur may be changed with notice from the Town. The Contractor may not begin a route a day in advance of the scheduled collection day as required in Section 12 of this RFP.

15. COLLECTION ROUTES

The Town shall furnish the Contractor the schedule for refuse and recycling collection routes in <u>Appendices I and J</u>. The schedule shall be a street list or street map or both which indicates on which days the properties on the street are to receive collection.

Please note that the Town has, in the past, made truck and daily service route modifications to improve efficiency. The Contractor, with the approval of the Director of Public Works or designee, may suggest route changes that create efficiency and improve collection service.

However, after a collection pattern has been established on a particular route, written permission shall be obtained from the Director or designee prior to substantially changing the timing of that pattern; i.e., collection of a dwelling unit which is normally done at 10:00 a.m. may not suddenly be changed to 7:30 a.m.

If the Contractor collects a route on a day not scheduled for that route, they may be deemed to be in violation of the contract and may cause the Town to withhold monthly payment until the Contractor has demonstrated to the Town that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Director of Public Works or designee shall be the sole judge as to whether a delay constitutes a violation or not.

The Director of Public works may cancel collection on any given day for emergency reasons. If the Contractor fails to observe the established schedule for more than two (2) normal working days, and if, in the opinion of the Director of Public Works, there has not been sufficient inclement weather to justify such lack of observance, the Town shall serve notice either personally or by written mail sent certified, return receipt requested, that the Contractor is in default and shall take such steps as are necessary to provide service according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of this contract and shall receive no compensation under the contract from the date of notice of the default.

The Contractor may be required to provide evidence of when collection is completed in a particular area. If such information is requested, the Contractor must be able to provide no later than the following business day.

16. COLLECTION VEHICLES: TRANSFER OF OWNERSHIP

Contractors will be required to purchase two (2) Town-owned natural gas automated vehicles and one (1) diesel vehicle for MSW refuse collection as described in <u>Appendix L: Specifications</u> for Town Vehicles (Transfer Ownership). This contract will require bid pricing for the three (3) vehicles. There are minimum required bids as listed in Section 1 of this RFP.

The Contractor will be required to assume all obligations regarding the State grant for the two CNG vehicles, Grant 201910672, as awarded on November 22, 2019 (included with Appendix L) for:

- Vehicle #1060 (VIN 3BPDLH0X7MF110007) and
- Vehicle #1063 (VIN 3BPDLH0X9MF110006).

The grant obligations include, but are not limited to:

- 1. Keeping the grant vehicles in operation in East Hartford consistent with the required grant period and for six (6) years, and
- 2. Preparation and submission of follow-up status reports as required in the Management Plan (included with Appendix L).

PLEASE KNOW, that the sale of the vehicles to an awarded Contractor will also be contingent upon approval of the sale by the East Hartford Town Council, and the release of current restrictions on transfer associated with the source of funds utilized to obtain the vehicles. If these contingencies are not met, the vehicles will not be sold.

Contractors will be allowed to perform inspections on the three (3) vehicles on <u>Monday</u>, <u>February 28, 2022, from 3-5pm at the Waste Division Garage Area, 1 Ecology Road, East</u> <u>Harford, CT.</u>

Upon award of this contract, the East Hartford Fleet Manager will meet with the Contractor to complete a condition review, review all warranties, establish an industry standard for repair and maintenance and formally transfer vehicles.

The Natural Gas vehicles must be dedicated to the East Hartford MSW Refuse service.

17. COLLECTION VEHICLES

Separate vehicles must be used for the collection of refuse, recycling, and bulky collection. Vehicles used in the collection of acceptable solid waste and acceptable recyclables shall be approved by the Director of Public Works and conform to industry standards, in a condition to permit efficient and orderly collection and should not be more seven (7) years old.

The cost of repairs, maintenance and fueling will be the responsibility of the Contractor.

All collection vehicles and equipment including chassis, drive train, hydraulic system and body shall be in reliable working condition at the start of the contract and shall be maintained in that condition throughout the term of the contract. As conditions warrant, either prior to or during the contract, the Department of Public Works may require the successful Contractor in writing and as part of the contract, to purchase equipment to insure the reliable performance of the collection. After written verification stating a delivery date is received from a qualified supplier of chassis and equipment the Contractor shall be granted sufficient lead time to allow for delivery. Failure to provide new equipment as needed in the future or failure to maintain existing equipment in reliable working condition shall be grounds for declaring the Contractor in default.

All vehicles and operations shall be in compliance with statutory weight limitations and requirements of all state, local and federal laws.

All vehicles and their storage areas, must be available for inspection prior to the award and throughout the contract.

Vehicles shall be kept in proper operating condition and maintained in accordance with acceptable maintenance practices and local laws and regulations and meet the requirements of the disposal facilities to which the Town directs the Contractor.

In all cases, vehicles and other containers used for the transport of acceptable solid waste and acceptable recyclables shall be water tight, securely closed and covered while in transit so as to prevent spillage, littering and damage. Vehicles shall be kept clean and neat and must be washed regularly to present a neat appearance.

All vehicles shall be labeled with the Contractor's name, address and telephone number. Such labeling shall be legible at 100 feet from either side of the vehicle (minimum letter size of 3"). The Director of Public Works or designee will approve of labeling.

18. CONTRACTOR REQUIRED REPORTS

The Town will coordinate with the Contractor to create reporting formats. The following types of reports, and any others deemed essential by the Town, will be required from the Contractor.

| Refuse by Daily Route | Truck #s, carts/truck, tips for each and tonnage |
|----------------------------|---|
| Recycle by Daily Route | Truck #s, carts/truck, tips for each and tonnage |
| Bulky Stops | Truck #s, number of stops per day, type of material, |
| | disposal point, tonnage. |
| Bulky Special Collections | Unscheduled call-ins |
| Incident Reports | Any accident that causes vehicular, property or injury. |
| Recycling Non-Compliance | As per CT General Statutes Sec.22a-220c(a) |
| Misc. | Any State or Federal Reports |
| Skip Tags (To be designed) | Number Issued and Tracking |
| Carts | Number of MSW/Recycle an Additional of Each |
| Q Alert | Reports TBD |
| Monthly Fuel Reports | Consumption of Fuel and Pricing Adjustment |

19. SERVICE REQUESTS/INVESTIGATIONS: Q-ALERT

The Contractor will receive and respond to all resident calls.

Complaints (Service Requests) shall be reported through East Hartford's "Q Alert" Service Request and case management system. The Contractor will be set up as an approved "Call-Taker" and "Responder" capable of setting up "Service Requests," posting the Contractor's responses to the Service Request and closing out the Service Request. <u>The Town requests that</u> <u>reporting be integrated between the Town and the vendor, and further request Application</u> <u>Programming Interface (API) for resident requests for service with the Town's existing</u> <u>Customer Relationship Management (CRM) system.</u>

The Town will develop and train the Contractor in use of "Q Alert."

The complaint and request for service will include the name, address and telephone number of the person requesting the service and the type of request. The Contractor shall investigate each incident, take such corrective action as necessary, leave a contract violation notice where applicable and note action in "Q Alert."

The Contractor will pick up acceptable refuse material as required under this contract for each investigation, as long as the homeowner did not have a similar violation within the previous six (6) months.

Where the Contractor is at fault due to his negligence, corrective action shall be taken within twenty-four (24) hours after the Contractor was notified of the incident.

Public Works Administration will also post any Service Requests to Q Alert and expects the Contractor to inspect, act to correct and close the Service Requests daily. Public Works Administrative Office, 1 Ecology Drive, East Hartford, CT may be contacted via e-mail, fax and/or telephone 860-291-7363 or 860-291-7374 with any significant service issues.

20. MISCELLANEOUS CONTRACTOR RESPONSIBILITIES

Collection shall be accomplished with as little noise or other nuisance as may be practical. The Contractor shall pick up or sweep up any material scattered, dropped, or spilled during collection including material in the street. The Contractor shall clean up any refuse or recycling which has been scattered as a result of vandalism or animals tipping over a container or ripping open a bag.

The Contractor shall provide a foreman and administrative staff as necessary to supervise the collection of refuse, recycling, bulky and all services contracted for by the Town of East Hartford and shall provide contact information to Public Works Department.

The Contractor shall become familiar with, abide by, and comply with Connecticut General Statutes Section Sec.22a-220c (a), which requires collectors to notify the Town Waste Manager/Solid Waste Official about any customer believed to be discarding designated recyclables with municipal solid waste/refuse. The Town of East Hartford will provide an employee(s) to work in coordination with the Contractor to assist in this effort. The name(s), role description and contact information of the municipal employees will be provided to the Contractor.

Service to dwelling units shall not be interrupted because of streets closed temporarily.

The Contractor must collect all acceptable solid waste and/or recyclables set on the curbside in by residents. Parked vehicles or any other obstruction will not be an excuse for not emptying carts placed on the curb for collection.

The Contractor shall be responsible for damage to private property and Town property arising from the collection operation in such a manner so as to obey all traffic laws and not impede traffic flow on Town roads.

The Contractor shall operate collection vehicles in a careful and safe manner. Loaded vehicles are not to be left standing on the streets.

The Contractor shall not use an owner's or occupant's refuse container or recycling container for purpose of combining refuse or recycling from adjacent dwelling units.

The Contractor, when making a service and/or complaint investigation, may be required to engage with the homeowner or fill out and place a notice of violation (skip tag) on the homeowner's container, whichever is appropriate. Any skip tags will be noted in Q Alert.

The Contractor will not be allowed to conduct a scavenging operation during collection at the curb including the removal of returnable deposit bottles and cans from the recycling waste stream.

The Contractor will be responsible for the costs of cleaning up any oil and/or hydraulic leaks from collection vehicles which occur on any street within the Town of East Hartford.

The Contractor shall not mix the refuse required to be collected under this contract with any other refuse from any other source or location unless specific prior authorization is received from the Director of Public Works or designee. If the Contractor is found to be mixing refuse from other sources or locations with the refuse collected under this Contract, penalties shall be applied consistent with State Statutes.

The Town shall have access at all times to all of the Contractor's records in draft, informal or formal states, including all personnel records, to audit the validity of all transactions with the Town, disposal sites and any other entities which may have involvement with the contract(s) pursuant to this solicitation.

The Contractor must obtain and pay for, before the start of the contract, all necessary State, Local, and other permits and licenses required for this type of work. All licenses and permits must be kept up to date for the duration of the contract. This provision shall include all permits required by MRR. The Contractor will comply with Section 7-161 of the Connecticut General Statutes or as amended which deals with the transport of municipal solid waste. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the service described in the Contract Documents.

21. TOWN'S RESPONSIBILITIES

When the Contractor cannot gain the cooperation of the dwelling unit owner or occupant, the Public Works Department shall enforce the use of proper containers for refuse and recycling.

When the Contractor cannot gain the cooperation of the dwelling unit owner or occupant to successfully recycle appropriate materials, the Public Works Department will assist the Contractor in correcting the situation.

The Waste Division and identified Public Works employees will develop educational and violation notice/tags with the Contractor for use by the Contractor.

The Waste Division will act upon violation information provided by the Contractor and inspect and enforce non-compliance associated with solid waste, recycling, bulky waste and cart policies.

22. PEDESTRIAN LITTER CONTAINER COLLECTION

Scope of Service: Pedestrian Litter Containers

The Contractor will be required to collect, transport and dispose of refuse from an estimated 75 decorative pedestrian litter containers. (See Appendix M: Pedestrian Litter Container Locations). These containers are included in the total of MSW refuse containers as shown Section 5 of this RFP.

Pedestrian container collection pricing will be based on decorative litter containers (60 gallons) as specified in <u>Appendix N: Stationary Decorative Litter Container Specifications</u>.

The Contractor will assume purchase of the stationary containers. The Contractor shall be responsible to maintain, repair and replace damaged containers during the duration of the contract. The Town will select the color, size and logo for new containers.

Collection Vehicles

The Contractor shall utilize automated vehicles, used for residential curbside collection, for collection of stationary litter containers.

Collection Schedules and Routes

The Contractor will be required to collect and remove refuse once weekly.

Discontinued Services

The Contractor shall discontinue collection service at any location as set forth in a written notice sent to him by the Town. Upon further notification by the Town, the Contractor shall resume collection on the next regularly scheduled collection day.

23. PENALTIES, REPETITIVE COMPLAINTS AND PENALTY DEDUCTIONS

Where, in the judgment of the Director of Public Works or designee, the Contractor has been negligent in the performance of his duties, the Town shall deduct <u>one hundred (\$100.00)</u> dollars for each incident from the monthly payment which shall be due the Contractor. If the Contractor fails to take corrective action within twenty-four (24) hours on a request for service where the Contractor is at fault, the Town shall deduct an additional one hundred (\$100.00) dollars, plus labor and equipment costs, should the Town itself take corrective action. Incidents shall include, but are not limited to, skipped collection, spillage of material, handling and placement of containers before, during and after emptying, and applicable items listed under Section 8 of this RFP regarding Contractor Responsibilities.

Should it be determined that the Contractor is mixing waste from other sources or locations not specified for collection under this Contract, the Contractor shall be charged the tipping fee for the entire load which contains the mixed waste for the first offense. For any subsequent offenses during the life of this Contract, the Contractor will be charged the tipping fee for all loads collected during the month in which the mixed waste is found. The Town shall deduct these charges from any payments due the Contractor under this Contract.

The Director of Public Works specifically reserves the right to observe and file complaints against the Contractor. These complaints shall be included when computing penalties.

If in any four week period, the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident, and where, in the judgment of the Director of Public Works, the Contractor has been negligent, the penalty, after the first incident, shall be two hundred (\$200.00) dollars for each incident, and an additional two hundred (\$200.00) dollars, plus labor and equipment costs, if the incident is not corrected within twenty-four (24) hours after the Contractor has been notified.

It is important to the Town that the collection service is carried out to the full intent of these Specifications, but the Town also recognizes that a certain number of complaints are inherent in this type of service. In any one week in which the requests for service investigations, where the Contractor has been at fault, total ten (10) or less, the Town shall waive the penalty provision except that penalties shall be levied for repetitive complaints plus labor and equipment costs, and levied for failure of the Contractor to take corrective action within twenty-four (24) hours. In determining the number of requests for service where the Contractor is at fault, the Sanitation Division shall total each legitimate complaint and each repetitive complaint. In the event of inclement weather, The Director of Public Works or designee may, at his discretion, increase the number of minimum complaints that will be acceptable for eliminating penalty provisions in accordance with the above. Any change in collection schedule due to extreme weather must be authorized by the Public Works Director or his designee. The hauler is responsible for making a reasonable effort to complete weekly collection including extending collection through Saturday or bringing in additional personnel.

24. INVOICING AND PAYMENT

Upon presentation of an accepted invoice, the Town will remit payment for services rendered for the period ending the last day of the month. Assuming the request for payment is made in accordance with appropriate provisions of the Contract Documents, payments will be rendered within 45 days of receipt of invoice. The invoice shall reflect any adjustments due to extra work approved by the Town and beyond the requirement of the Contract Documents and credits due to the assessment of liquidated damages or other credits provided for herein.

25. CONTRACT TERM

These scope of services and specifications shall be incorporated in a contract between the Town and the successful Contractor. All work performed in accordance with this Contract shall comply in every respect with all applicable laws and safety standards of the United States, the State of Connecticut and the Town of East Hartford.

Term of Contract

The terms of the contracts are as follow:

| Service | Term | Extensions |
|-------------------------|---------------------------|------------------------|
| MSW Refuse & Pedestrian | Seven years (7) | Two (2), Five (5) Year |
| Litter Collection | July 1, 2022 through June | Extensions |
| | 30, 2029. | |
| Bulky Collection | Seven years (7) | Two (2), Five (5) Year |
| | July 1, 2022 through June | Extensions |
| | 30, 2029. | |
| Recycling Collection | Four years (4) | Two (2), Five (5) Year |
| | July 1, 2025 through June | Extensions |
| | 30, 2029. | |

26. CONTRACT ADJUSTMENTS

Cart Counts Review

An annual review of carts collected, as reported by the Contractor, and housing family units 1-6 family, as reported by the Assessor's Office, will be reviewed annually during the first week of July each year after the initial contract year to determine whether the service population has changed by more than 5%. A determination of revised compensation in the next year will then be determined.

Annual Additional Cart Fees Review

The Town is committed to improving diversion rates and reducing MSW refuse tonnages. Therefore, any resident requesting an "Additional MSW Refuse Cart" will be assessed a fee by the Contractor that will be jointly developed with the Public Works Department. The fee will include the cost of cart plus an annual estimated disposal which the Contractor will reimburse to the Town.

Consumer Price Index

In order to protect the interest of the Town and to give the Contractor a reasonable basis for bidding, the following price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the Contractor and the Town.

Contract pricing is being based on delivery of material to these locations. If change of location is 30 miles closer or further from current disposal site, the Town and Contractor reserve the right to renegotiate pricing. If such Agreement cannot be reached, the Town reserves the right to rebid the contract.

Escalator Index

The cost to the Town for the services described in these Contractor Bidding Documents as evidenced by the Contractor's Bid offer shall remain in effect from the date of the commencement of operation until one (1) year afterward. The total Contractor consideration payable to the Contractor for the successive years of the Contract Term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the "Consumer Price Index (CPI) for All Urban Consumers-U.S. city average" before seasonal adjustment, published by the United States Department of Labor, Bureau of Labor Statistics. At the start of each contract year the fee shall be increased or decreased in a percentage amount equal to the net percentage change in the said CPI, computed as follows:

Beginning with the first month of each successive contract year, the net change shall be the difference between the CPI at the start of the new contract year and the CPI on first month of the previous year. This procedure will be repeated each year for the term of the Contract. Adjustments shall be made on increments or decrements of one decimal point (0.1%) only. Fractions less than one tenth (1/10) of one percent (0.1%) will not be considered in making adjustments.

It is understood and agreed that this formula will be applied to adjust any and all requirements for fluctuation in labor, material, fuel, insurance and all other cost of doing business. The Contractor shall accept payments adjusted in this manner as Total Contract Consideration for services rendered.

Fuel Adjustment Diesel and Natural Gas

To minimize the risk to the Contractor for **fuel fluctuations** during the contract period, the Town will provide monthly fuel adjustment <u>increase</u> or <u>decrease</u> calculated in the following manner. The Contractor shall receive an adjustment for Ultra Low Sulfur Diesel (USLD) Fuel and Compressed Natural Gas (CNG). The type of fuel adjustment offered to the Contractor will be governed by the type of fuel used.

When bidding the Contract, the Contractor will provide monthly fuel consumption reports for each type of vehicles being used (NG or Diesel). In the first year of the contract the base gallons

will be determined by a comparison of Contractor fuel consumption reports to the fuel consumption data provided by the Town for its transferred vehicles. This will establish the base going forward.

ULSD. For bidding purposes, <u>the benchmark price</u> for diesel fuel shall be based on the price per gallon the week of <u>February 28, 2022</u> reported by the Energy Information Administration, Weekly Retail On-Highway Ultra Low Sulfur Diesel Prices, New England Price as reported by the Energy Information Administration, Weekly Retail On-Highway Ultra Low Sulfur Diesel Prices, New England Price as reported by the Energy Information Administration, Weekly Retail On-Highway Ultra Low Sulfur Diesel Prices, New England Price as reported on <u>Gasoline</u> and Diesel Fuel Update - U.S. Energy Information Administration (EIA) <u>http://tonto.eia.doe.gov/ooginfo/wohp/diesel_ULSD.asp</u>. (See <u>Appendix O: Diesel Index</u>)

When the monthly invoice is calculated, Contractor shall determine the fuel adjustment for the entire month by using the price as posted for the last week of the month being invoiced. The following is an example of the calculation.

| Benchmark price | \$ 4.00 | gal. |
|--|------------|------|
| New England average price last week of month | \$ 4.03 | gal. |
| Fuel adjustment increase | \$.03 | gal. |

If monthly fuel adjustment is 5,000 gallons x \$0.03 = \$ 150.00 increase

Example----Prior to the start of the contract on July 1, 2022, the Contractor shall determine the fuel adjustment for the month of July 2022 using the price on the last week of June 2022.

- CNG. For bidding purposes, <u>the benchmark price</u> for natural gas price per GGE shall be based on the publically posted price as of <u>February 28, 2022</u> and reported at the Clean Energy operated Yellow Cab CNG fueling station located in Bloomfield, CT and the price is shown on the website <u>http://www.cngnow.com/stations/415</u>. Each month, the Contractor will verify with Clean Energy if there has been any change. If there is a change, the Contractor will notify the Town and the Town will confirm the new price. (See <u>Appendix P: Natural Gas Index</u>).
- 3. When the monthly invoice is calculated, Contractor shall determine the fuel adjustment for the entire month by using the price as posted for the last week of the month being invoiced. The following is an example of the calculation.

| Benchmark price | \$ 2.399 gal. |
|-------------------------------------|---------------|
| Clean Energy Yellow Cab CNG Fueling | \$ 2.419 gal. |
| Fuel adjustment increase | \$.020 GGE. |

If monthly fuel adjustment is 6,800 gallons x \$0.03 = \$ 136.00 increase

Invoicing

For any annual adjustment in service carts or units, if a change is determined to be necessary, the modification will be made to the next year's purchase requisition.

For Additional Carts, the Contractor shall record monthly Town disposal credits separately on the invoice.

For additional recycling carts, the Contractor shall bill on a separate line item as recycling carts are issued to residents with address location.

For any fuel adjustment that is an increase, billing shall be a separate line item on the monthly invoice for services. If the fuel adjustment is a decrease, it will be billed as a separate line item credit on the monthly invoice for services. A copy of the posted price from the web site shall be included with the invoice to support the fuel adjustment calculation and subtracting the Benchmark price.

TOWN OF EAST HARTFORD, CONNECTICUT BID NO. 22-14 MUNICIPAL WASTE COLLECTION SERVICES

BID PROPOSAL SHEET

Note: The Town may select from the multiple services above and intends to award to one Contractor. All bidders must supply pricing for every line item. Bidders who do not bid on all services will be disqualified.

| WORK ITEM | ESTIMATED UNITS | BID UNIT PRICE (\$ USD) | | | | |
|--|--------------------------|-------------------------|--|--|--|--|
| MSW & RECYCLING COLLECTION SERVICES | | | | | | |
| Municipal Solid Waste Curbside Weekly Collection | 14,425 | Monthly/Unit | | | | |
| Recycling A & B Bi-Weekly Collection | 11,600 | Monthly/Unit | | | | |
| BULKY COLL | ECTION SERVICE | | | | | |
| Bulky Collection Monthly | 14,350 | Monthly/Unit | | | | |
| Alternate A Bulky by Appointment | 14,350 | Monthly/Unit | | | | |
| Additional Bulky Special Collection at Town Request | Assume 10 Cubic Yards | Per Collection | | | | |
| Annual Town-wide Christmas Tree Collection | 2 weeks | Lump Sum | | | | |
| TOWN TRUCK TRA | NSFER OF OWNER | SHIP | | | | |
| Truck 1060 CNG (2021) Minimum required bid \$225,000 | 1 | Lump Sum | | | | |
| Truck 1063 CNG (2021) Minimum required bid \$225,000 | 1 | Lump Sum | | | | |
| Truck 1059 Diesel (2017) <i>Minimum required bid \$50,000</i> | 1 | Lump Sum | | | | |
| TRASH CART REPLACEMENT | | | | | | |
| MSW/Refuse Carts | 14,350 | Per Unit | | | | |
| Recycling Carts | 14,350 | Per Unit | | | | |
| Pedestrian Litter Containers | 350 | Per Unit | | | | |