

## **TOWN OF SIMSBURY**

### **REQUEST FOR PROPOSAL**

**DPW 2022-06**

### **REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTIONS**

The Town of Simsbury (“Town”) is requesting sealed proposals from qualified, licensed hazardous waste management firms (“Proposers”) to operate three regional hazardous waste collections. The regional household hazardous waste collections provide services for six municipalities including Simsbury, Farmington, Avon, Granby, Suffield and Canton. The collections will run from 8:00 a.m. to 1:00 p.m. and will be open to all residents from all six participating municipalities. The collections shall take place on a Saturday mutually agreed upon by the participating municipalities in the spring, summer and fall. The spring collection shall be located at the Farmington High School, 10 Monteith Dr., Farmington, CT, and the other two collections shall be located at the Simsbury Public Works Facility, 66 Town Forest Rd., West Simsbury, CT. Each participating municipality will provide adequate employees to assist in managing the traffic entering the facility and verifying eligibility to participate in the collection.

Proposals for service should be for a two (2) year period, with two one-year renewal options for a total of up to four (4) years. Contractor services are to begin April 2023 with the first collection and conclude in mid-November 2024, unless renewed by both parties.

The Request for Proposals (RFP) is available online at:

<http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

The Town of Simsbury reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of Town of Simsbury.

Questions regarding this RFP should be directed to Thomas J. Roy, PE – Director of Public Works/Town Engineer via email at [pubworks@simsbury-ct.gov](mailto:pubworks@simsbury-ct.gov). To receive consideration, all questions must be submitted by the close of business on November 10, 2022. A response to all salient questions will be provided via addendum that will be posted on the Town’s website under the Finance page, RFQ’s and RFP’s prior to the close of business on November 14, 2022.

Interested and qualified consultants are to submit three (3) copies and one flash drive of their proposals in a sealed envelope, clearly marked “RFP Regional Household Hazardous Waste Collections” and addressed to Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070. Proposals will be accepted until 10:00 AM on November 17, 2022. No Statement of Qualifications will be accepted after the date and time specified. No fax or email submissions will be accepted.

# **TOWN OF SIMSBURY**



**DEPARTMENT OF PUBLIC WORKS  
933 HOPMEADOW STREET  
SIMSBURY, CONNECTICUT 06070**

**REQUEST FOR PROPOSALS  
DPW 2022-06  
REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTIONS**

**Submission Deadline:**

Thursday, November 17, 2022

**Submission Contact and Address:**

Thomas J. Roy, P.E.  
Director of Public Works/Town Engineer  
933 Hopmeadow Street  
Simsbury, CT 06070  
Fax: 860-408-5416  
Email: [pubworks@simsbury-ct.gov](mailto:pubworks@simsbury-ct.gov)

## REQUEST FOR PROPOSAL

DPW 2022-06

### REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTIONS

#### BACKGROUND

The Town of Simsbury (“Town”) is requesting sealed proposals from qualified, licensed hazardous waste management firms (“Proposers”) to operate three regional hazardous waste collections. The regional household hazardous waste collections provide services for six municipalities including Simsbury, Farmington, Avon, Granby, Suffield and Canton. The collections will run from 8:00 a.m. to 1:00 p.m. and will be open to all residents from all six participating municipalities. The collections shall take place on a Saturday mutually agreed upon by the participating municipalities in the spring, summer and fall. The spring collection shall be located at the Farmington High School, 10 Monteith Dr., Farmington, CT, and the other two collections shall be located at the Simsbury Public Works Facility, 66 Town Forest Rd., West Simsbury, CT. Each participating municipality shall provide employees to assist in managing the traffic entering the facility and verifying eligibility to participate in the collection, but not to provide direct support for the collection process.

The first-year collection approximate dates are set as the following.

Date	Location
April, 2023 (Typically, 3 <sup>rd</sup> Week)	Farmington High School 10 Monteith Dr., Farmington, CT
June, 2023 (Typically, 3 <sup>rd</sup> Week)	Simsbury Public Works Facility 66 Town Forest Rd., West Simsbury, CT
October, 2023 (Typically, 2 <sup>nd</sup> Week)	Simsbury Public Works Facility 66 Town Forest Rd., West Simsbury, CT

#### KEY DATES

Event	Date
RFP Issue Date	November 27, 2022
Deadline for All Questions	November 10, 2022
Addendum Issued Responding to Questions	November 14, 2022
RFP Proposals Due by 10:00 AM EST	November 17, 2022

No pre-proposal meeting is planned; however, proposers are welcome to come review the sites on their own, with pre-approval.

## PROPOSER QUALIFICATIONS & SUBMITAL REQUIREMENTS

The selected Proposer shall be chosen based upon the relevant expertise and thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform the Scope of Work described in this RFP. The selected Proposer shall possess all applicable valid and pertinent State of Connecticut licenses for the work.

All proposals submitted, and information contained therein and attached thereto, will not become public information until the Town has awarded a contract to the successful Proposer.

All Proposers shall provide written evidence of the following qualifications and shall be organized using each of the elements listed below as section headings. These qualifications and submittal requirements must be met to be considered for this RFP.

- A. Letter of Transmittal: Provide a letter accepting all terms, conditions and requirements of this RFP.
- B. Qualifications & Licensing: Evidence that the Proposer is a hazardous waste transporter and/or waste collection firm licensed under Connecticut Statutes Sec. 22a-454, as amended by Sec. 1 of Public Act 85-342 and Sec. 1 of Public Act 85-568.
- C. Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
- D. Experience: Description of recent experience in managing and operating household hazardous waste collections or comparable collection operations. Experience in conducting one day collections is desired. Please provide dates and locations of events and an estimated amount of wastes collected and transported.
- E. Project Team: Provide names, resumes, licensing and certifications of key staff who will have a significant responsibility for these collections. Each team member's education and qualifications shall be listed.
- F. Project Understanding: Provide a statement summarizing how the consultant and/or project team is particularly qualified for this project. Provide an overview of the principal elements of the proposal.
- G. Safety: The Proposer shall be responsible for maintaining a safe work environment and adhere to all applicable OSHA regulations. Discuss your firm's attitude toward safety. Explain specifically what will be done for this project to proactively maintain a safe environment for the workers, public and Town employees.
- H. Waste Handling: Proposer shall provide the procedures for the type and extent of normal waste consolidation practices to be employed, including a list of wastes that will not be accepted for transportation and disposal. Current methods of disposal by type or waste category to be employed by the Proposer and the extent to which materials are reused or recycled, including a paint recycling program.

- I. Disposal Sites: Proposer shall provide a list of all permitted final disposal sites that will be used for waste being removed from both collection sites.
- J. Scope of Services: Describe the Proposer's approach and technical plan for accomplishing the work listed herein. The Proposer is encouraged to elaborate and improve on the tasks listed in the RFP; however, the Proposer shall not delete any requested scope tasks without clearly noting this in the submission.
- K. References: Three (3) references from comparable projects, including the current contact name and phone number of the authorized owner's representative, as well as, the Proposer's project manager for each project.
- L. Past Claims or Disputes: Indicate any claims, disputes or arbitration proceedings that have occurred on any projects in the last five (5) years. Indicate who they were with and give the status of each.
- M. Exceptions & Alternatives: Proposers who take exception to any requirement or portion of this RFP shall state and explain the exception in this section. The Town may accept proposals which take exception or provide an alternative to any requirement contained in this RFP. Any exception or alteration must be clearly defined and cannot materially affect the substance of the RFP.

## **SCOPE OF WORK**

The Proposer shall have full responsibility for the operation of the collection as it pertains to waste handling, transportation, disposal and site safety during the collection. In addition, the successful Proposer's duties, responsibilities and services shall include:

### *Management*

- 1. Operate in compliance with all applicable local, Connecticut DEEP, Connecticut DOT, USDOT, USEPA and OSHA rules, laws, regulations and standards.
- 2. Obtain and maintain an EPA generator ID number.
- 3. Assume title and generator status for all household and CESQG (Conditionally Exempt Small Quantity Generators) wastes at the time its personnel remove any waste from a participant's vehicle.
- 4. Agree to indemnify, hold harmless and defend all five of the participating municipalities, and any other whom may be added in future agreements, from and against any actions, claims, fines, penalties and suits arising out of the Proposer's handling, packaging, transportation and disposal of wastes, and its operation of the collection site.
- 5. Provide certificates of insurance naming the Town of Simsbury and each participating municipality as additional insureds to the limits specified in Appendix IV.
- 6. Perform all required waste coding, labeling, manifesting and reporting according to Connecticut DEEP, Connecticut DOT, USDOT and USEPA regulations, requirements and standards.

7. Provide the Town of Simsbury with a summary of the types, quantities and container sizes for all wastes removed from the collection site by the Proposer, including a summary of any materials that were recycled.
8. Acquire all necessary permits and any legal notifications or postings required.

### *Operation*

1. Provide all duly trained and certified supervisory and technical staff necessary to operate the collection in a safe and efficient manner and to receive, classify, separate, consolidate, and log wastes by chemical makeup as required by state and federal regulations. Staffing levels shall be suitable to manage collections with 750 vehicles over a five hour period.
2. Furnish all equipment, including a forklift, and consumable supplies including waste handling and shipping containers, safety and spill containment equipment and personal protective equipment necessary for the safe handling, storage, transportation and disposal of hazardous waste collected. The site will provide two (2) 30-yard dumpsters for disposal of trash generated.
3. Provide decontamination services for the Center's storage facilities as required at the close of each collection.

### *Hazardous Waste Transportation and Disposal*

1. Provide a complete listing of all permitted disposal sites that will be used for the final disposal of wastes obtained from each of the collections. Each site shall be identified by name and location, with applicable state and/or federal identification numbers. Provide all information regarding notice of claims or violations under State and Federal Environmental Laws. The Town of Simsbury retains the right to prohibit the Contractor from using a specified disposal site.
2. The Contractor will annually certify that personnel assigned to the collections have received all appropriate training.

## **FEE PROPOSAL**

Proposals are to be based on a two (2) year period, with two one-year renewal options for a total of up to four (4) years. Successful Proposer's services are to begin April 2023 with the first collection and conclude in mid-November 2024, unless renewed by both parties.

- **Price Escalation**

Prices must stay firm for the two years of the contract. Requests for adjustments in pricing for contract items will be limited to once a year. If there are any changes in pricing, a proposal must be submitted in writing, to the DPW, a minimum of 90 days prior to the first event of the contract year. Price increases may not exceed five (5) percent.

Price increase requests must be accompanied by documentation, such as, but not limited to: An identified Contractor cost increase (e.g. raw materials, freight, fuel, labor); Evidence from publications, journals or market quotations recognized as representative of the trade or industry that indicate market trends for the contracted service; copies of old and new price list (if applicable) reflecting price changes.

**BID FORM**  
**DPW 2022-06**  
**REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTIONS**

Set-Up Fee: Please indicate if a set-up fee will be charged per collection event. Proposer must include an explanation of the services included as part of the set-up fee.

**Set Up Fee, if any:**

☐ None or ☐ \$\_\_\_\_\_ per event

Please identify services and materials included in the Set-Up Fee:

---

---

Disposal: Proposers shall provide a quote on each item listed in the table below. Each quote shall be an all-inclusive volume-based cost. This cost shall include all management and staffing fees, equipment and supplies, waste transportation, and disposal costs. There are more than one industry standard container sizes for many of the collection items listed. Should a Proposer prefer to use a different container size for the collection events please indicate the size in the Custom Container column.

Materials: Any materials not covered in the Bid Form Table on the following page shall be paid at a cost plus percentage fee. Please indicate the percent fee in the space below.

**Materials not identified below are paid at cost plus \_\_\_\_\_% fee.**

An acknowledgement that all containers 75% full or less will be pro-rated at a rate proportional to the cost of a full container. For example, if the price of a 55-gallon drum of gasoline is \$100, a half full drum of gasoline would be invoiced at \$50.

Example:

1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
250/275-gallontotes	5x
330/350-gallon totes	6x

**The Bid Form Table can be found on the next page. Typical HHW events have been between 600-800 cars. Proposers should base their pricing on what they would expect to receive in that size event.**

# REQUEST FOR PROPOSAL

DPW 2022-06

## REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTIONS

(\*If custom container this will be the value for price evaluation. Please strike though standard quantities to indicate custom container is preferable size for pricing)

Description/Type of Waste	Container Size/Unit	Custom Container*	Price Per Unit
Aerosols	55gal		\$
	Cubic Yard Box		\$
			\$
Alkaline Batteries	30 gal		\$
	5 gal		\$
	55 gal		\$
			\$
Ammonia	30 gal		\$
	55 gal		\$
			\$
Bulked Solvents (Gasoline and other Solvents bulked into 55 gal drums)	30 gal		\$
	55 gal		\$
			\$
Butane Refill	5 gal		\$
			\$
Carbon Monoxide Detectors	5 gal		\$
			\$
Caustic Alkali Liquids (Bases)	55 gal		\$
			\$
Cyanide Solids	55 gal		\$
			\$
Cyanide Solutions	5 gal		\$
	55 gal		\$
			\$
Fire Extinguishers	Per Cylinder		\$
			\$
Flammable liquids (smaller containers to be loose packed into 55 gal drum)	55 gal		\$
			\$
Flammable liquids w/ Sludge	5 gal		\$
			\$
Flammable solids	55 gal		\$

Description/Type of Waste	Container Size/Unit	Custom Container*	Price Per Unit
			\$
Flares/Fusees	5 gal		\$
			\$
Fluorescent bulbs CFL/Misc.	Bucket		\$
			\$
Fluorescent Bulbs tubular	4 ft box		\$
	8 ft box		\$
			\$
Glycols	55 gal		\$
			\$
Hydrofluoric Acid	5 gal		\$
			\$
Inorganic Acids	30 gal		\$
	5 gal		\$
	55 gal		\$
			\$
Lab Pack Incineration	5 gal		\$
			\$
Lab Pack Reactive	5 gal		\$
			\$
Lab Pack Treatment	5 gal		\$
			\$
Lithium batteries	5 gal		\$
			\$
Mercury	16 gal		\$
	30 gal		\$
	5 gal		\$
			\$
Ni-Cd batteries	16 gal		\$
	30 gal		\$
	5 gal		\$
			\$
Non PaintCare Accepted Packed Paint/Resins	55 gal		\$
			\$
Organic Acids	30 gal		\$
	5 gal		\$
	55 gal		\$
			\$
Organic Peroxides	30 gal		\$
	5 gal		\$
			\$

Description/Type of Waste	Container Size/Unit	Custom Container*	Price Per Unit
Oxidizing liquids	55 gal		\$
			\$
Oxidizing solids	30 gal		\$
	5 gal		\$
	55 gal		\$
			\$
PCB Ballasts	5 gal		\$
			\$
PCB Solids	5 gal.		\$
	55 gal.		\$
			\$
Pesticides, Liquid	55 gal		\$
			\$
Pesticides, Solid	55 gal		\$
	Cubic Yard Box		\$
			\$
Pressurized gas - oxygen	5 gal		\$
			\$
Propane Tanks - one pound	5 gal		\$
			\$
Refrigerant Gas Cylinders	5 gal		\$
			\$
Smoke Detectors			\$
			\$

**Note: Total value of bid will be determined by comparing pricing with our projected quantities based on historical data. These values have been determined prior to opening of proposals and will be in a sealed envelope until proposals are received. Price is not the only facto in determining award of contract.**

## **EVALUATION & SELECTION PROCESS**

The materials submitted by the Proposers will be reviewed and ranked by the participating Towns. Evaluation will be based upon qualifications and cost. Cost will be a factor in determining the best qualified Proposer for this Agreement.

The process will incorporate without limitation the following criteria:

- Proposer's relevant experience, including experience in one day household hazardous waste collections of similar sized municipalities.
- Proposer's past performance.
- Proposer's current work load and staff assignment.
- Background and experience of key personnel to be assigned to this contract.
- References and specific projects that are comparable in size. The Town of Simsbury may contact one or more of the references listed in the Proposer's response to this RFP as part of the selection process.
- Proposal completeness and compliance with the RFP's requirements.
- Proposed fees and costs will be a determining factor to the selection process. The Town reserves the right to negotiate fees with the selected Proposer.

Proposers must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the Town of Simsbury or any other participating municipality to satisfactorily meet the requirements set forth in the proposal.

The Town reserves the right to reject any or all proposals or parts thereof for any reason, negotiate changes to proposal terms, waive inconsistencies with the RFP, and negotiate contracts with the successful Proposal.

The Town shall not be liable for costs incurred in the preparation of the responses to this RFP or in connection with any presentation before the Town or any participating municipality.

## INSURANCE REQUIREMENTS

The firm must carry insurance under which all five participating towns are named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$2,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$2,000,000
  - Excess/Umbrella Liability: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

## NON-COLLUSION AFFIDAVIT OF BIDDER

State of \_\_\_\_\_, County of \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_

(Name of Bidder)

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

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF BIDDERS COMPLIANCE WITH  
TOWN OF SIMSBURY**

**Acknowledgement Form  
and  
Charter Section 1103  
Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST  
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at [http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode\\_1.pdf](http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf)

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**IMPORTANT:** THIS STATEMENT MUST BE SUBMITTED WITH BID

**END OF SECTION**