

**TOWN OF ENFIELD, CONNECTICUT  
REQUEST FOR PROPOSALS**

**REFUSE AND RESOURCE MANAGEMENT**

**YARD WASTE GRINDING AND REMOVAL SERVICES**

October 19, 2020

Sealed proposals for the services named above will be received at the Office of the Director of Finance until 12:30 p.m., Wednesday, November 4, 2020. Thereafter, proposals will be opened in public and read aloud or opened and read aloud pursuant to the applicable provisions of the Governor's Executive Orders. Responses received after this date and time will not be accepted.

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, at telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

The Town of Enfield reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities and to make an award that is deemed to be in the best interests of the Town.

John A. Wilcox  
Director of Finance  
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT  
STANDARD INSTRUCTIONS TO PROPOSERS**

**REFUSE AND RESOURCE MANAGEMENT  
YARD WASTE GRINDING AND REMOVAL SERVICES**

1. INTRODUCTION

The Town of Enfield is soliciting proposals for the above-named services. If there are any conflicts between the instructions in these Standard Instructions and any other proposal document(s), these Standard Instructions shall prevail.

2. KEY EVENT DATES

Advertisement of Request for Proposals	October 19, 2020
Public Proposal Opening	12:30 p.m., Wednesday, November 4, 2020
Proposal Awarded (Not Definite)	November 10, 2020
Commencement of Work	As required in the Scope of Work

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082 at telephone number (860) 763-7599 or the Town's website [www.enfield-ct.gov](http://www.enfield-ct.gov).

4. PROPOSAL SUBMISSION INSTRUCTIONS

A. One (1) original and two (2) copies of all proposals must be submitted in a sealed envelope clearly marked "Yard Waste Grinding and Removal Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Proposals must be at the Office of the Director of Finance by the time of the Public Proposal Opening date noticed in Section 2 titled KEY EVENT DATES. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first proposal is publicly opened will NOT be accepted.

If the Town Hall building is still closed to the public at the time of this RFP's opening, the following procedure will be in place:

Since all submissions must be time and date stamped, Proposers should contact Cathy Cherpak, Purchasing Assistant, by email ([ccherpak@enfield.org](mailto:ccherpak@enfield.org)) or telephone (860.253.6329) for arrangements to be made for delivery of proposals prior to 11:00 a.m. on the date of the proposal opening. **PROPOSALS SHOULD NOT BE LEFT IN THE BOXES OUTSIDE THE FRONT DOORS OF THE TOWN HALL.** Cathy Cherpak can also be contacted for information as to whether the public will be able to attend the proposal opening.

If proposals cannot be opened with the public in attendance due to the current situation regarding the COVID-19 virus, the following is the process that will be followed for the proposal opening:

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

- The RFP opening will be held via live video conference ONLY. Proposers will NOT be permitted to attend the RFP opening in person.
  - The live video conference of the public opening will open/begin for proposers to join at the specified RFP due date/time.
  - Access information for live video conference of RFP opening: <https://youtu.be/7GsXkhhpUag>
- B. Ditto marks or words such as "SAME" on the Proposal Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposal(s) are opened. Proposers may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.
- E. Proposals must be signed by an authorized person representing the legal entity of the firm submitting the proposal.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the proposal form, or written on the proposal form.
5. **COST OF PROPOSAL DOCUMENTS**  
If any part of the proposal documents, including the specifications and plans, are provided on paper 18" x 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each proposer may obtain no more than two (2) sets of documents. Upon returning the documents in good condition prior to ten (10) calendar days after the proposal is awarded, the deposit will be fully refunded. There will be no refund for documents returned subsequent to ten (10) calendar days after the proposal is awarded.
6. **PRESUMPTION OF PROPOSER BEING FULLY INFORMED**  
At the time the first proposal is opened, each proposer is presumed to have read and be thoroughly familiar with all proposal and contract documents for these services. Failure or omission of the proposer to receive or examine any information shall in no way relieve any proposer from obligations with respect to their proposal.
7. **INTERPRETATION OF ACCEPTABLE WORK**  
The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

STANDARD INSTRUCTIONS TO PROPOSERS (continued)

8. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.

9. INSURANCE

Provider shall agree to maintain in force at all times during the contract the following minimum coverage. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A" VIII. In addition, all Carriers are subject to approval by the Town of Enfield. Minimum Limits:

- A. Commercial General Liability Each Occurrence \$1,000,000, \$2,000,000 Aggregate. Town of Enfield shall be named as an Additional Insured on a primary non-contributory basis for ongoing and completed operations. Waiver of Subrogation to be provided.
- B. Auto Liability Combined Single Limit \$1,000,000 for all owned, hired and non-owned vehicles for property damage and liability. Town of Enfield shall be named as an Additional Insured.
- C. Umbrella/Excess Liability \$1,000,000 and \$1,000,000 Aggregate. General Liability, Auto Liability and Workers' Compensation to be listed as underlying coverages. Umbrella/Excess Liability to follow form with respect to Additional Insured and Waiver of Subrogation.
- D. Workers' Compensation - For all the employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected. Waiver of Subrogation to be provided.
- E. A thirty (30) day Notice of Cancellation applies for the Town of Enfield.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of five (5) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for five (5) years from the completion. Exceptions to the Town's Insurance requirements are subject to the sole discretion of the Town of Enfield.

10. HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

STANDARD INSTRUCTIONS TO PROPOSERS (continued)

11. PROPOSAL BOND

Firms submitting proposals are required to furnish a proposal surety at the time the first proposal is opened in the amount of five thousand dollars (\$5,000.00). The proposal surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

12. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this proposal according to its provisions, the firm awarded this proposal must provide to the Town of Enfield, at the firm's expense, a performance and payment bond in the amount of five thousand dollars (\$5,000.00). The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Director of Finance, Town of Enfield", and delivered to the Town **prior** to commencement of work. On projects less than fifty thousand (\$50,000) dollars, the firm may substitute the performance bond (but not the payment bond), for a bank certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000.00).

13. PERMITS

The Contractor is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals and for satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.

14. FAIR EMPLOYMENT PRACTICES

The proposer agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other conditions proscribed by State or Federal law.

15. AWARDING THE PROPOSAL

The Town of Enfield reserves the right to accept or reject, any, all, or any part of proposals, to waive formalities or informalities and to make an award that is deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Enfield prior year(s) property taxes.

The "Proposal Awarded" date in Section 2. titled KEY EVENT DATES is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.

STANDARD INSTRUCTIONS TO PROPOSERS (continued)

16. TERM OF CONTRACT

The initial contract period shall be from date of award through June 30, 2021. The Town shall have the option to renew the contract for two (2) additional one (1) year terms upon thirty (30) days' notice to the Vendor. The total contract period, including all options for renewal, shall not exceed thirty-six (36) months.

17. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town of Enfield intends to enter into a contract with the successful Vendor(s), subject to the review and approval of the Town Attorney. The contract will include and incorporate the provisions of this Request for Proposals, including the Standard Instructions to Proposers, the Scope of Work and the Proposal Form submitted by the successful Vendor(s). In the event of any conflict between the Request for Proposals and the successful Vendor(s)' Proposal Form, the Request for Proposals shall prevail

18. MODIFICATIONS AND ADDENDA

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov). Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF ENFIELD, CONNECTICUT  
SCOPE OF WORK**

**REFUSE AND RESOURCE MANAGEMENT  
YARD WASTE GRINDING AND REMOVAL SERVICES**

The Town of Enfield is seeking an environmentally responsible and Connecticut DEEP approved disposal option for yard waste as well as grinding service at the Enfield Transfer Station. Yard waste is collected during the spring, summer and fall seasons. During these seasons, the Town collects yard waste on Fridays separately from other refuse (approximately 25 to 35 collections). During heavy volume weeks, collections may occur on Saturday. There will be no more than eight (8) Saturday collections.

For the purpose of this proposal, “yard waste” means trimmings from trees and shrubs, branches and limbs not larger than four (4) feet in length and in bundles weighing less than 50 (fifty) pounds; leaves, grass clippings and other vegetable or ornamental vegetative wastes from residential sources. “Processed material” means yard waste that has been through the grinding process.

At the discretion of the Town, with prior written notice to, and written agreement from the Contractor, this Request for Proposals reserves the option to dispose of Christmas trees under the same terms as yard waste as described herein.

The Town of Enfield does not guarantee specific amounts of material for processing. The Town will not accept any proposal that requires a minimum quantity of material or contains a payment or penalty for failing to supply a minimum quantity of material. Based on historical information the total quantity of annual yard waste is estimated between 15,000 and 30,000 cubic yards.

All proposals must be priced for disposal by cubic yard. Proposals may be submitted for one, two or all of the following services in any combination. **Proposals which include Service #2 or Service #3 must also be accompanied by a Connecticut DEEP Certificate of Approved Operations for the Contractor’s processing and/or disposal site. Failure to provide a DEEP Certificate will disqualify the ENTIRE PROPOSAL.**

**Service #1:**

At the direction of the Town, as needed, the Contractor shall grind yard waste on-site at the Enfield Transfer Station located on Town Farm Road. The Contractor will provide a front-end loader and an operator to relocate processed material and to move additional yard waste into the working area. The Contractor shall supply all necessary equipment and labor to grind yard waste.

**Service #2:**

At the direction of the Town, as needed, the Contractor shall grind yard waste and remove processed material from the Enfield Transfer Station located on Town Farm Road. The Contractor shall supply all necessary equipment and labor for the grinding of yard waste and for loading, removal, transportation and disposal of processed material.

SCOPE OF WORK (continued)

**Service #3:**

Over a 12-month period, up to 25-35 (twenty five – thirty five) Fridays and up to eight (8) Saturdays, the Town shall be responsible for transporting yard waste to the Contractor's site for processing. Deliveries will take place from 7:00 am to 4:00 pm on Fridays and from 8:00 am to 12:00 pm on Saturdays. Contractor must specify notice requirements and any costs for additional delivery hours. Deliveries will only be to facilities located within five (5) miles of the Enfield border

A. Contractor Responsibilities

1. The successful Proposer will ensure that transfer station capacity is always available to accommodate incoming yard waste during daily operations.
2. The successful Proposer is responsible for maintenance of all equipment supplied by his/her company.
3. The successful Proposer will maintain the Town site in a neat and orderly fashion. Upon completion of the requirements of the applicable proposal option, the successful Proposer will clear the site of any extraneous waste materials generated by the program.
4. For Services #2 and #3 each Proposer must demonstrate access to equipment and a Connecticut DEEP-approved and permitted compost/yard waste site necessary to complete this project.
5. For Service #2, the successful Proposer will assume all responsibility for materials upon removal from the Enfield Transfer Station. The successful Proposer will submit Bill of Lading slips for each load taken out of the Town Transfer Station, indicating the truck number, driver and drop point of material. These slips will be presented to the Assistant Director of Public Works or his designee. The successful Proposer must guarantee removal of all yard waste materials, processed or otherwise.
6. For Service #3, the successful Proposer will assume all responsibility for materials upon delivery to the successful Proposer's site.

**Criteria for Proposal Acceptance:**

Proposals will be evaluated based on the proven ability of the Proposer to perform the services requested and based on the proposal price.

**Note:** The Proposer shall represent him/herself solely on the written proposal submission. In order to qualify as responsible, a prospective Contractor must show that he/she meets the following criteria as they relate to this proposal:

1. Specialized experience of the firm and its assigned personnel in the type of work required, including evidence of past experience with yard waste management.
2. Adequate technical and financial resources for performance or the ability to obtain such resources as required during performance.

SCOPE OF WORK (continued)

3. Attach a copy of current Connecticut DEEP permit for designated disposal facility with proposal submission if proposal includes pricing for Service #2 and/or Service #3.
4. Necessary experience, accreditation, organization and technical skill.
5. Understanding of and technical approach to the project.
6. Demonstrated ability to perform work in a timely manner.
7. Fee schedule, basis for billing, method and timing of payments and cost as compared with the level of effort to be expended.
8. Status as an equal opportunity employer.

**Pricing:**

The selected contractor shall submit a cost estimate to the Assistant Director for all work prior to beginning processing. Cost will be based on the volume of the material to be processed at the time of processing, measured in cubic yards. Quantities must be confirmed by the Enfield Town Engineer, or a designee, prior to the start of work. In cases where the contractor and Town Engineer do not agree as to quantities, the determination of the Town Engineer is final.

**Contract Invoicing:**

The cost of services shall be detailed in each monthly bill according to the services provided and the charges based on cost per cubic yard of yard waste per the Proposal Form response.

**General Information**

The Proposer must represent himself/herself solely by written proposal submission. All key Contractor personnel to be involved in the project will be expected to attend any oral presentations that are, or may be, scheduled. No proposal costs will be reimbursed by the Town of Enfield.

Information or questions relative to this proposal should be directed to Mr. Kenneth Boulette, Assistant Director of Public Works, at telephone number (860) 763-7524.

**END OF SCOPE OF WORK**

**TOWN OF ENFIELD, CONNECTICUT  
PROPOSAL FORM**

**REFUSE AND RESOURCE MANAGEMENT  
YARD WASTE GRINDING AND REMOVAL SERVICES  
[PROPOSAL FORM REQUIRED RESPONSES]**

The undersigned agrees to furnish and deliver said services according to the specifications, complete and ready for service, at the proposal price per cubic yard.

List Disposal Trailer(s):

Serial Numbers: \_\_\_\_\_

Plate Numbers: \_\_\_\_\_

All proposals must be priced by cubic yard. Each proposal which includes a price for Service #2 or #3 must also be accompanied by a Connecticut DEEP Certificate of Approved Operations.

**Service #1:**

At the direction of the Town, as needed, the Contractor will grind yard waste on-site at the Enfield Transfer Station located on Town Farm Road. The Contractor shall provide a front-end loader and an operator to relocate processed material and to move additional yard waste into the working area. The Contractor shall supply all necessary equipment and labor to grind yard waste.

Per Cubic Yard Price \$ \_\_\_\_\_ (Grind)

**Service #2:**

At the direction of the Town, as needed, the Contractor shall grind yard waste and remove processed material from the Enfield Transfer Station located on Town Farm Road. The Contractor shall supply all necessary equipment and labor for the grinding of yard waste and for loading, removal, transportation and disposal of processed material.

Per Cubic Yard Price \$ \_\_\_\_\_ (Grind/Remove/Dispose)

**Service #3:**

Over a 12-month period, up to 25-35 (twenty five – thirty five) Fridays and up to eight (8) Saturdays, the Town shall be responsible for transporting yard waste to the Contractor's site for processing. Deliveries will take place from 7:00 am to 4:00 pm on Fridays and from 8:00 am to 12:00 pm on Saturdays. Contractor must specify notice requirements and any costs for additional delivery hours. Deliveries will only be to facilities located within five (5) miles of the Enfield border.

Per Cubic Yard Price \$ \_\_\_\_\_ (Deliver)

Notice requirements and additional cost (if any) for 7:00 am to 4:00 pm on Fridays and from 8:00 am to 12:00 pm on Saturdays.

Notice required \_\_\_\_\_ Cost: \$ \_\_\_\_\_ (per cubic yard)

**TOWN OF ENFIELD, CONNECTICUT  
PROPOSAL FORM**

**REFUSE AND RESOURCE MANAGEMENT  
YARD WASTE GRINDING AND REMOVAL SERVICES  
[PROPOSAL FORM REQUIRED RESPONSES]**

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this proposal.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Company Title of Authorized Person

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

**END OF PROPOSAL FORM**

**SAMPLE**

**AGREEMENT BY AND BETWEEN  
THE TOWN OF ENFIELD AND \_\_\_\_\_**

**YARD WASTE GRINDING AND REMOVAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Town of Enfield, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal office at 820 Enfield Street, Enfield, Connecticut 06082 (hereinafter referred to as the “Town”) and \_\_\_\_\_, a Connecticut (corporation/limited liability company/partnership) located at \_\_\_\_\_, Connecticut 06\_\_\_ (hereinafter referred to as “Vendor”).

The Town and Vendor enter into this Agreement whereby the Vendor shall provide to the Town Yard Waste Grinding and Removal Services.

The term of this Agreement shall commence on the date set forth above and shall continue for the period set forth in the Request for Proposals referenced below.

The terms and conditions of this Agreement are set forth in the following documents that are attached and made a part hereto and are incorporated by reference:

1. Request for Proposals entitled “Yard Waste Grinding and Removal Services”;
2. The Standard Instructions entitled “Yard Waste Grinding and Removal Services”;
3. Scope of Work entitled “Yard Waste Grinding and Removal Services”; and
4. Proposal entitled “Yard Waste Grinding and Removal Services”.

This Agreement cannot be altered, modified, amended or revised except by an instrument in writing signed by the Town and Vendor.

The Town reserves the right to cancel this Agreement for convenience.

This Agreement shall be governed by the law of the State of Connecticut.

Vendor Name

Town of Enfield

By:\_\_\_\_\_

By:\_\_\_\_\_
Christopher W. Bromson
Town Manager