



# TOWN OF CANTON

## REQUEST FOR PROPOSALS FOR TRANSFER STATION E-WASTE RECYCLING AND TRANSPORTATION SERVICES

RESPONSES DUE: May 12, 2021 at 3:00 p.m.

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### GENERAL INFORMATION

The Town of Canton (the "Town") is soliciting bid proposals for Transfer Station E-Waste Recycling and Transportation Services.

The scope of this Invitation is described more particularly in the Description of Work that is a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package.

### SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- Respondent's completion of all RFP requirements.
- Respondent's history of the company and references from customers
- Respondent's documented safe and environmentally sound reuse and recycling practices
- Listing of additional non-covered electronics that the respondent is willing to accept at no-charge from Town residents
- Enhanced services that offer the most economically advantageous provisions for the Town of Canton

### RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
RFP issued	4/21/2021
Deadline for RFP submission	5/12/2021, 3:00 PM, EST

## **GENERAL CONDITIONS AND INSTRUCTIONS**

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

Proposal Submittals: Proposals must be received at the Office of the Chief Administrative Officer no later than May 12, 2021 at 3:00 p.m. EST. Respondents must submit one (1) original and three (3) copies. Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO  
Reference "Transfer Station E-Waste Recycling and Transportation Services"  
4 Market Street  
P.O. Box 168  
Collinsville, CT 06022-0168

Questions about Proposal Requirements: Respondents with questions regarding this RFP may contact the following individual by email only:

Robert Martin, DPW Director  
[rmartin@townofcantonct.org](mailto:rmartin@townofcantonct.org)

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website [www.townofcantonct.org](http://www.townofcantonct.org) under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed or printed in ink and be clearly legible. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be rejected and not considered.

Exceptions to RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing, clearly marked as an exception and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

Freedom of Information: All proposals submitted and information contained therein and

attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, a person contracting with The Town must carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP. Selected respondent shall provide The Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days' notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Commercial General Liability Insurance: The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Administrative Officer PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:  
Each Occurrence: \$1,000,000  
Personal/Advertising Injury per Occurrence: \$1,000,000  
General Aggregate: \$2,000,000  
Product/Completed Operations Aggregate \$2,000,000  
Fire Damage Legal Liability \$ 100,000
- b. Automobile Liability:  
Each Accident: \$1,000,000  
Hired/Non-owned Auto Liability \$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Canton" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance, with the Contractor's insurance being primary and the Town's insurance secondary and non-contributory.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Chief Administrative Officer's Office, 4 Market Street., P. O. Box 168, Canton, CT 06022.
- g. Umbrella Liability Insurance: Successful respondent shall provide an umbrella liability policy in excess (without restriction or limitation) of

workers compensation, commercial automobile and commercial general liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed necessary by the Town at the sole cost and expense of the respondent.

W-9 Form: The successful bidder must provide the Town with a completed W-9 form before commencing work.

Defense and Indemnification: Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

Local Bidder Preference Policy: On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder

Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

Supplier Diversity (Set-Aside-Goals):

The contractor who is selected to perform this Town service must comply, when applicable, with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of service.

State law requires a minimum of twenty-five (25%) percent of the state –funded portion of the contract for award to subcontractors holding current certification from the Connecticut DEEPartment of Administrative Services (DAS) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806)

NONDISCRIMINATION CERTIFICATION – Affidavit  
By Entity

For Contracts Valued at Less than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60a, as amended.*

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**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Canton, valued at Less than \$50,000 for each year of the contract. Complete all sections of the form. Submit prior to the Town of Canton prior to contract execution.

Representation Of Entity:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Authorized Signatory) (Title) (Name of Entity)

An entity duly formed and existing under the laws of \_\_\_\_\_  
(Name of State)

Represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
(Name of Entity) (Name of Entity)

Agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes § § 4a-60 and 4a-60a, as amended.

**END OF SECTION**

**DESCRIPTION OF WORK**  
**TRANSFER STATION E-WASTE RECYCLING AND TRANSPORTATION SERVICES**  
**TOWN OF CANTON**

**INTRODUCTION**

The Town of Canton operates a municipal transfer station facility on Ramp Road, including e-waste recycling in compliance with the State of Connecticut's Electronics Recycling Law and in accordance with sections 22a-629 through 22a-640 of the Connecticut General Statutes. In 2020, the town received approximately thirty (30) tons of electronic recyclables. The Town makes no guarantee as to the volumes of electronics that will be recycled under the contract. The Town of Canton is seeking proposals from qualified electronics recycling companies to serve as the exclusive provider of electronics recycling services for a period of three years with possible extensions.

**INTENT**

The Town of Canton is seeking proposals to provide for the collection, storage, transportation and processing of all electronic devices that are covered under the State of Connecticut Electronics Recycling Law. All relevant information pertaining to this law, including the covered electronic devices acceptable for collection under the approved regulations can be accessed at the Connecticut Department of Environmental Protection's (CTDEEP) website:

<http://www.ct.gov/DEEP/cwp/view.asp?A=2714&Q=397482>

Additionally, the Town of Canton is seeking any and all proposals that would provide "enhanced services" to the Town. Such services can include, but are not limited to:

- a) Collection and recycling of additional electronic devices not covered under the state's electronics recycling law
- b) Any additional services and enhancements provided for that are above and beyond the standard services which are allowable under the state's electronics recycling law

The Town is interested in proposals which provide the most cost effective method to maximize the number and quantity of electronic devices recycled and potentially minimizes Town involvement in labor and processing of the electronic devices. The Town's Municipal Transfer Station is registered as under DEEP's General Permit to operate as such and all proposals shall be in compliance with conditions outlined in the General Permit.

The Town will provide a suitable collection location within the transfer station area located on Ramp Road. The Town of Canton will review all proposals received from electronics recycling Companies that have been approved by the CT DEEP as a Covered Electronics Recycler (CER) in accordance with Section 22a-638(b)(2)(A) of the state regulations.

**CONTENT OF PROPOSAL**

All submissions shall include the following information:

A. Submittal Letter - Respondents shall submit a cover letter, addressed to the Chief Administrative Officer (CAO), signed by the contractor which provides an overview of the respondent's proposal, as well as the name, title and phone number of the person to whom the Town may direct questions concerning the proposal.

B. Proposal Details - All respondents are required to complete Bid Proposal Form and submit a detailed proposal and work plan outlining how they propose to provide the services outlined in their proposal. The proposal shall include the statement that the respondent hereby certifies to comply with all the provisions and regulations of Chapter 446n of the Connecticut General Statutes, "Covered Electronics Devices," and further

certify that all of these services will be provided at no cost to the Town of Canton. The proposal shall then address any additional services or options that the respondent is willing to offer including payments to the Town for recycled electronics and expansion of items to be recycled. Also include desired volume of electronics, type of storage options, frequency of collection and any other terms deemed important.

C. Facilities and Methods - All respondents are required to submit a detailed listing of any and all facilities where the storage, disassembly, processing and recycling of the electronic devices takes place, including an address and capacity for processing. Additionally, the respondent should describe the recycling process utilized to: identify suitable items for reuse, reclaim the components of the electronic devices, ensure security of user data, and provide a listing of a) current end users/markets for these devices and/or their raw components, and b) their domestic and/or international locations.

D. Logistics and Scheduling - All respondents are required to submit a detailed description of the containers to be used, transport methods and scheduling for the drop off of empty containers and removal of full containers from the transfer station.

E. Certifications - All respondents are required to disclose any and all certification that have been obtained which document and support the responsibility of the company and its reuse/recycling practices. Include the name, certification number, date obtained and expiration of each certification. If the company is in the process of obtaining one or more certifications, please elaborate on the certification process and expected completion date.

F. References and Experience - Respondents must demonstrate sufficient experience in the field to perform work proposed. The customer references must include the name of the organization, address and telephone number, individual contact person, where similar services were performed and a description of the services provided.

#### **TERM OF CONTRACT**

The initial term of this contract shall be for three years. Upon mutual agreement of the Town and the contractor, this contract may be extended for additional one year periods at the same terms and conditions, not to exceed three additional years. If during the term of the contract the Contractor is not performing the contract to the satisfaction of the Town, the Contractor shall be notified in writing by the Town to take corrective action within 30 days. If corrective action is not taken or the Contractor continues to perform in an unsatisfactory manner, the Town reserves the right to immediately terminate the contract.

#### **END OF DESCRIPTION OF WORK FOR BIDDER**



**BID PROPOSAL**  
**FOR TRANSFER STATION E-WASTE RECYCLING AND TRANSPORTATION**  
**SERVICES**

The undersigned declares that he/she has visited the facility and thoroughly examined the Contract Documents. The BIDDER has responded to and **provided in writing a proposal as described in the Description of Work – Content of Proposal Section** for the proposed services and that, if his/her bid is accepted, he/she will enter into the Agreement with the Town.

**This BID PROPOSAL Respectfully Submitted by:**

IF A SOLELY OWNED COMPANY:

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

Address \_\_\_\_\_

Town \_\_\_\_\_

By \_\_\_\_\_

(Authorized Signature)

Title \_\_\_\_\_ Date \_\_\_\_\_

**BID PROPOSAL FORM**

1) BIDDER PROVIDES ENCLOSED CONTAINER AND HAULING AT NO COST TO THE TOWN

Yes \_\_\_\_\_ No \_\_\_\_\_

Size of enclosed container:

\_\_\_\_\_

2) BIDDER PROVIDES COLLECTION AND PROCESSING OF ALL COVERED ELECTRONICS UNDER THE STATE'S ELECTRONICS RECLYING LAW

Bidder will provide payment to the town for Covered Electronics:

Yes \_\_\_\_\_ No \_\_\_\_\_

Unit Price:

\_\_\_\_\_

3) BIDDER WILL PROVIDE FOR COLLECTION AND RECYCLING OF ADDITIONAL ELECTRONIC DEVICES NOT COVERED UNDER THE STATE'S ELECTRONICS RECYCLING LAW

Yes \_\_\_\_\_ No \_\_\_\_\_

Examples:

\_\_\_\_\_

\_\_\_\_\_



3) That bidder/proposer has a principal place of business located at \_\_\_\_\_, which is in the Town of Canton.

4) That the bidder/proposer is current on all taxes, both personnel and real estate and all fees, including, but not limited to sewer use fees.

5) That if bidder/proposer is not the owner of the real estate where such principal place of business is located, then bidder/proposer is submitting proof that such address is the bona fide principal place of business, such as a lease or personnel property tax bill.

6) That bidder/proposer has read the Local Bidder Preference Policy and being aware of its terms and conditions, swears that it is a qualified "Town Based Resident Bidder" as specified in the Policy.

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

(Title) \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Local Preference Affidavit and that based on his/her own knowledge believe the same to be true.

\_\_\_\_\_  
Notary Public (My Comm. Expires \_\_\_\_\_ )  
Commissioner of the Superior Court

**END OF SECTION**

**TOWN OF CANTON**  
**REFERENCES FORM**

Directions: Provide 3 (three) recent references, preferably government.

**(1) Company/Individual:**

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Address:

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Telephone:

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Service Dates:

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Services Provided:

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**(2) Company / Individual:**

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Address:

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Telephone:

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Service Dates:

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Services Provided:

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**(3) Company / Individual:**

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Address:

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Telephone:

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Service Dates:

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Services Provided:

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