

RESIDENTIAL CURBSIDE RECYCLING

General

Solicitation ID: ITB 2021-19

Scope: Residential curbside recycling

Amount: >\$250K; \$1,123,800.00

Term: 2 years +1 year option

Competitive Selection

Method: ITB

Evaluation criteria: Single Bidder

Solicitation Open: 9/10/2021

Closed: 9/21/2021

Responses: 1

RESIDENTIAL CURBSIDE MSW SERVICES

General

Solicitation ID: ITB 2021-20

Scope: Residential curbside municipal solid waste pickup

Amount: >\$250K; \$2,842,400.00

Term: 2 years +1 year option

Competitive Selection

Method: ITB

Evaluation criteria: Single Bidder

Solicitation Open: 9/10/2021

Closed: 9/21/2021

Responses: 1

DRAFT

**CITY OF WEST HAVEN
RESIDENTIAL CURBSIDE MSW SERVICES: SOLICITATION # 2021-20**

This agreement is between **CITY OF WEST HAVEN**, a Connecticut municipality (“City”), and **AFFORDABLE WASTE SYSTEMS, LLC**, a Connecticut limited liability company (“Contractor”).

BACKGROUND

City provides for residential curbside municipal solid waste (MSW) collection within the City of West Haven’s boundaries. City issued Solicitation # 2021-20, for *Residential Curbside MSW Services*, on September 10, 2021, followed by Appendix A, issued on September 21, 2021; totaling 35 pages (“Solicitation”), attached as Exhibit A.

Contractor responded to City’s Solicitation on September 15, 2021, totaling 16 pages (“Bid”), attached as Exhibit B, and City selected Contractor as the winning bidder.

Therefore, the parties agree as follows:

1. DOCUMENTS

In addition to this document, the following documents constitute part of this contract: (i) Contractor’s Bid, and (iii) City’s Solicitation. If there is a conflict between any two provisions in the documents that constitute this contract, the provision that governs is: (i) the one in this document and its amendments, and then (ii) that which first appears in the documents listed in this paragraph, in the order listed.

Some terms and provisions found in the Solicitation and Bid documents are repeated in this agreement for reference, convenience, and where written, clarification or expansion. The absence of a term, statement (representation), or provision found in the Solicitation or Bid documents that is not listed in this document remains in full force and effect.

2. SCOPE OF WORK

(a) The Scope of Work is set forth in the Solicitation’s Bid Specific Information, *Introduction*, enumerating the area of work as:

(i) *Residential Curbside Collection Service*. MSW collection at all residential dwellings within City’s limits; and

(ii) Two annual bulk pickups on a staggered schedule the second calendar week of April, and October;

(iii) Section 2, *Specifications*.

(b) Contractor shall perform the work required by the Scope of Work at the Pricing of this agreement commencing October 1, 2021, and during the Term.

(c) Contractor acknowledges that City may participate in a state-sponsored SMART (Pay-As-You-Throw) pilot. Contractor shall provide reasonable cooperation with the City and state to implement the pilot, including the negotiation of necessary amendments to this agreement.

3. PRICING

(a) Pricing is found in Contractor’s Bid in Attachment E, on the form titled *Residential Collection Service*.

(b) The pricing provided for the optional third year is set in in Contractor's Bid in Attachment E, on the forms titled *Residential Collection Service*.

4. TERM

(a) The term of this agreement is found in the Solicitation's Bid Specific Information, Section 2.2.26, *Term*. This agreement terminates September 30, 2023, unless the term is otherwise shortened or extended by the operation of this agreement.

(b) City may notify Contractor of its intent to exercise its option to extend this contract for the option year, in writing, at least sixty (60) days prior to the end of the Term.

5. TERMINATION

Termination is found in the Solicitation's Bid Specific Information, Section 2.2.34, *Cancellation of the Contract(s)*.

6. DISPUTES

Disputes are resolved in in accordance with the Solicitation's Bid Specific Information, Section 2.2.32, *Disagreements*.

7. LIQUIDATED DAMAGES

Liquidated Damages is found in the Solicitation's Bid Specific Information, Section 2.2.31, *Liquidated Damages and Civil Penalties as to Certain Types of Breach of MSW Collection Services*, where references to "page 10" mean the 11th page of the Bid Specification Information (including the cover), which is page 18 of the Solicitation.

8. INSURANCE

Insurance requirements are found in the Solicitation's Bid Specific Information, Section 2.2.28, *Insurance*, and Solicitation Attachment C, and acknowledged in Contractor's Bid.

9. INDEMNITY

Indemnification is found in the Solicitation's Bid Specific Information, Section 2.2.29, *Indemnification*, and Solicitation Attachment D.

10. MODIFICATIONS

Unless otherwise permitted by this agreement, the parties shall only amend or modify to this agreement with a written agreement signed by both parties.

11. INDEPENDENT CONTRACTOR

Contractor is not acting as the agent for City in connection with the performance of any services provided or contemplated by this agreement. All persons employed or contracted with by Contractor are its employees and contractors and not the employees or contractors of City in any respect due solely to their employment by Contractor

12. TRANSFER

Except with the prior written consent of City, Contractor shall not transfer, including by merger (whether Contractor is the surviving or disappearing entity), consolidation, dissolution, or operation of law: (1) any discretion granted it under this agreement; (2) any right that it has to satisfy a condition

under this agreement; (3) any remedy that it has under this agreement; or (4) any obligation imposed on it under this agreement. Any purported transfer in violation of this provision is void.

13. SIGNATURES

Each party is signing this agreement on the date stated opposite that party's signature. This contract will become effective when both parties have signed it. The date of this contract will be the date this contract is signed by the last party to sign it.

AFFORDABLE WASTE SYSTEMS, LLC

_____ Date: _____

By:

Its:

CITY OF WEST HAVEN

_____ Date: _____

Nancy R. Rossi, Mayor

INTERNAL CITY APPROVALS

Approved as to Availability of Funds:

_____ Date: _____

Director of Finance

Approved as to Form:

_____ Date: _____

Corporation Counsel

VENDOR CERTIFICATION AND AFFIDAVIT
OF NO REAL OR PERSONAL PROPERTY TAXES OWED
BY BIDDER FOR CONTRACT(S) TO
THE CITY OF WEST HAVEN

STATE OF ct)

COUNTY OF New Haven) SS:

Personally appeared, Ralph DiCaprio, as
Member on behalf of Affordable Waste
(indicate position of office with bidder)

Systems LLC (hereinafter called the "Bidder") and, who, being duly

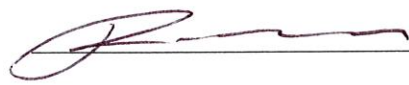
sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.



Duly Authorized

Subscribed and sworn to before me on this September 15th day of 2020.



Notary Public/Commissioner of the Superior
Court My Commission expires: 2-28-2025
Affix Seal here

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE THEREUNDER.

AWARDED CITY OF WEST HAVEN CONTRACTS

Has your ever been awarded a contract to do work for the City of West haven in the past? Yes

If yes to the question above, please list.

MSW
Recreation

Has your company ever failed to complete a contract with the City Of West Haven?

Yes _____ No

If yes to the question above , please explain.

I _____ Principal _____
(Name) (Title)

OF _____
(Company)

Certify that the above information is true and my company is located in the City /Town of _____ above address.

Date: _____

Signed: _____

AFFORDABLE WASTE SYSTEMS LLC

662 COE AVENUE

EAST HAVEN, CT 06512

Mr. Doug Davis
Purchasing Agent
City of West Haven
355 Main Street
West Haven, Connecticut 06516

Dear Mr. Davis:

We have read the Request for proposals and fully understand its intent and content. And fully understand its intent and content. We certify that we have adequate experience and personnel to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of West Haven.

We propose to proposal on the following services:

-MSW Residential Collection Services

We have completed the Qualifications Analysis (Attachment B), Insurance Requirements (Attachment C), Indemnification (Attachment D), Proposal Cost (Attachment E), and Exceptions to Specifications (Attachment F). We have enclosed a Proposal Surety in the amount equal to 5 percent of the first year price of our proposal. By submitting this proposal, we are willing to accept the proposed business arrangements, without exception.

It is further understood that all information included in, attached to, or required by this proposal shall be public record upon delivery to the City.

Respectfully submitted,

Affordable Waste Systems LLC
Firm

 Member
Authorized Signature/Title

9-15-21
Date

ATTACHMENT B

CITY OF WEST HAVEN, CONNECTICUT
QUALIFICATIONS ANALYSIS

1. Name and principal address of firm and all relevant phone numbers. Please include the names of all principal officers of the firm.

Affordable Waste Systems, LLC
562 Cde Ave. East Haven ct 06512
Ralph DiCapprio
203-466-0101

4. Principal Contact Persons:

Ralph DiCapprio
Ralph DiCapprio JR.

5. Indicate the number of years that your firm has been in the MSW Collection business.

20

6. Provide the City with the following information as of August 29,2018:

a. Total number of customers presently being provided MSW Collection services in Connecticut:

39,000 -

b. Total number of cities/towns presently being provided MSW Container collection services in Connecticut:

2

c. Total number of employees Company-wide and in Connecticut:

25

d. Total number of MSW Collection trucks in service in Connecticut:

15

e. Total number of containers presently in service in Connecticut:

100

f. Address of your firm's headquarters and the address from which your firm will be rendering services (i.e., location where vehicles will be garaged, etc.).

662 Coe Ave
East Haven Ct 06512

g. List of type, capacity, make, model, year, and mileage of each truck that you will use in the performance of the service(s) proposed.

2020 Peterbilt 31 yard RL 20,000 miles

7. Provide a list of at least (5) current customers for whom your firm is providing MSW Collection service. Please supply the City with the names, addresses, and phone numbers of representatives of each customer who we may contact.

City of West Haven MSW Tom McCarthy
City of West Haven Recepte
203-530-3009
Town of East Haven MSW
Recepte
Charlie Coyle 203-415-7793

8. Describe, in sufficient detail, the nature of all pertinent litigation during the past ten (10) years to which the Contractor(s), its Predecessor Corporation, and key personnel have been exposed, both as plaintiff and defendant, relating to contractual obligations and work performed.

N/A

9. Describe the nature of any labor disputes that the Contractor(s) has been involved in with _____ respect to its contractual obligations during the last (5) years.

N/A

8. Identify any relationships between any members of the contractor(s) team to any City officials.

N/A

9. Identify any business dealings with the above- identified City Officials. Also identify the names of any known City officials who have more than 5 percent interest in the company as shareholders or any officials who have any business relationship/interest/dealings with the contractors(s). Provide a certified statement as to such information.

N/A

10. Provide information on any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related firms and principals to firms. Any pending lawsuits that may affect the firm's ability to carry out this contract (s) must also be disclosed.

N/A

11. Although not required as part of the Qualifications Analysis, the City may request the review of the contractor(s) audited or unaudited financial statements.

ATTACHMENT C

**CITY OF WEST HAVEN, CONNECTICUT
INSURANCE REQUIREMENTS**

1. MINIMUM SCOPE AND LIMITS OF INSURANCE

It is agreed that the scope and limits of insurance coverage specified in this attachment are minimum requirements and shall, in no way, limit or exclude the City from additional limits and coverage provided under the Contractor(s) policies.

a. Broad Form Comprehensive General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products/completed operations.

b. Automobile Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

c. Umbrella Liability

\$5,000,000 limit per occurrence.

d. Worker & Compensation

Limits as required by the Labor Code of the State of Connecticut.

e. Employer's Liability

Limits of \$500,000 each accident; \$500,000 disease/policy limit; \$500,000 disease/each employee.

f. Personal Property Coverage

Adequate insurance to cover the value of personal property belonging to the Contractor(s) located on City property while in use or in storage for the duration of the Contract(s).

2. SUBCONTRACTORS

The Contractor(s) shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3. CLAIMS-MADE FORM

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract(s). The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor(s) shall maintain coverage for the duration of the Contract(s) and for the two (2) years following the completion of the Contract(s). Evidence of such coverage shall be provided to the City sixty (60) days prior to each expiration.

It is also agreed that either the Contractor(s) or the City may invoke the tail option on behalf of the party and that any Extended Reporting Period premium shall be paid by the Contractor(s).

4. AGGREGATE LIMITS

Any aggregate limits must be declared to and approved by the City of West Haven. At the option of the City, the insurer shall increase or eliminate the aggregate limit. It is agreed that the Contractor(s) shall notify the City of any erosion of aggregate limits during the Contract(s) term sixty (60) days in advance of cancellation and/or removal.

5. DEDUCTIBLE AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City of West Haven. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City of West Haven; or the Contractor(s) shall procure a bond guaranteeing payment of the losses and related investigations, claims administration, and defense expenses. All deductibles or self-insured retention are the sole responsibility of the Contractor(s) to pay and/or indemnify.

6. NOTICE OF CANCELLATION OR NON-RENEWAL

Each insurance policy required by this attachment shall be endorsed to state the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after sixty (60) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of West Haven.

7. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

a. Liability (General, Automobile, Umbrella, Professional) Coverage

- 1) The City of West Haven and its respective officers, agents, officials, employees, volunteers, Boards, and Commissions are to be named as additional insureds as respect to liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises owned, leased, or used by the Contractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the City of West Haven.
- 2) The Contractor(s)'s insurance coverage shall be primary insurance as respects to the City of West Haven. Any insurance or self-insurance maintained by the City of West Haven shall be excess of the Contractor(s)'s insurance and shall not contribute with it.
- 3) Any failures to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Haven.
- 4) Coverage shall state the Contractor(s)'s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Workers' Compensation and Employer's Liability Coverage

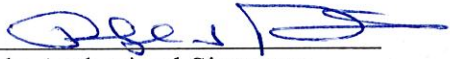
- a. The insurer shall agree to waive rights and subrogation against the City of West Haven for losses arising from the work performed by the Contractor(s) for the City.
- b. If State statute does not require the Contractor(s) to obtain Workers Compensation insurance, then the Contractor(s) shall furnish the City with adequate proof of the self-employment status. The Contractor(s) shall agree to waive all rights of claims against the City from the losses arising from the work performed by the Contractor(s). In the event that, during the Contract(s); the self-employment status should change, the Contractor(s) shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Contractor(s) as required by this attachment.

8. ACCEPTABILITY OF INSURERS

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- b. Insurance companies must either be licensed to do business in the State of Connecticut, or otherwise be deemed acceptable by the City's Risk Manager.

9. VERIFICATION OF COVERAGE

The Contractor(s) is capable of meeting and is willing to provide the insurance requirements as stated above.



Duly Authorized Signature

ATTACHMENT D

**CITY OF WEST HAVEN, CONNECTICUT
INDEMNIFICATION**

The Contractor(s) shall defend, indemnify, and hold harmless the City, its Boards and Commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), liabilities, or judgments of any name or nature for injuries or alleged injuries to person (including death) or to property, or financial losses, sustained or alleged to have been sustained by any person of concern, including officers, agents, servants, employees, and subcontractors of the City in the performance of this Contract(s). This indemnity shall not be affected by other portions of this Contract(s) relating to insurance requirements.

The Contractor(s) is willing to accept this proposed indemnification provision.



Duly Authorized Signature

Date 9-15-21

ATTACHMENT E

CITY OF WEST HAVEN, CONNECTICUT
PROPOSAL COST

The Undersigned hereby certifies as follows:

That Aws Ralph DiCenzo have personally and carefully examined the specifications and instructions for the work to be done in the City of West Haven under this proposal or as it is amended from time to time.

That Aws Ralph DiCenzo have made examination of services required under this proposal, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, containers, vehicles, plant, equipment, facilities, and disposal costs, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the said specifications and the foregoing instructions, at the following price stated below:

Residential Collection Service

1. Total Service Cost for one pickup per week collection at all residential dwellings of one to four family units, at the curbside and the four (4) condominium complexes* with door to door service, and transportation of collected MSW to the Bridgeport Resource Recovery Facility or a mutually agreed upon facility.

First year	\$ <u>1,396,200 -</u>
Second year	\$ <u>1,446,200 -</u>
Total price	\$ <u>2,842,400 -</u>
Third year option	\$ <u>1,489,200 -</u>

*Pricing for a third year will be considered as an option.

**Collection at Condominiums. Total Service Cost for one door to door pickup per week collection at the following condominium complexes should be included in the above total:

<u>Complex</u>	<u>Location</u>	<u>Number of Units</u>
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DRAFT

**CITY OF WEST HAVEN
RESIDENTIAL CURBSIDE RECYCLING SERVICES: SOLICITATION # 2021-19**

This agreement is between **CITY OF WEST HAVEN**, a Connecticut municipality (“City”), and **AFFORDABLE WASTE SYSTEMS, LLC**, a Connecticut limited liability company (“Contractor”).

BACKGROUND

City provides for residential curbside recycling collection within the City of West Haven’s boundaries. City issued Solicitation # 2021-19, for *Residential Curbside Recycling Specifications*, on September 10, 2021; totaling 28 pages (“Solicitation”).

Contractor responded to City’s Solicitation on September 15, 2021, totaling 16 pages (“Bid”), and City selected Contractor as the winning bidder.

Therefore, the parties agree as follows:

1. DOCUMENTS

In addition to this document, the following documents constitute part of this contract: (i) Contractor’s Bid, and (iii) City’s Solicitation. If there is a conflict between any two provisions in the documents that constitute this contract, the provision that governs is: (i) the one in this document and its amendments, and then (ii) that which first appears in the documents listed in this paragraph, in the order listed.

Some terms and provisions found in the Solicitation and Bid documents are repeated in this agreement for reference, convenience, and where written, clarification or expansion. The absence of a term, statement (representation), or provision found in the Solicitation or Bid documents that is not listed in this document remains in full force and effect.

2. SCOPE OF WORK

(a) The Scope of Work is set forth in the Solicitation’s Bid Specific Information.

(b) Contractor shall perform the work required by the Scope of Work at the Pricing of this agreement commencing October 1, 2021, and during the Term.

(c) Contractor rescinds its exception in Contractor’s Bid in Attachment F related to marketing, delivery, and billing for recyclables. The original provision, found in the Solicitation’s Attachment E, Proposal Cost, that Contractor will transport collected recycling to the facility of the Contractor’s suggestion, on condition that the suggested facility has the City’s prior written approval, is restored.

(d) Contractor acknowledges that City may participate in a state-sponsored SMART (Pay-As-You-Throw) pilot. Contractor shall provide reasonable cooperation with the City and state to implement the pilot, including the negotiation of necessary amendments to this agreement.

3. PRICING

(a) Pricing is found in Contractor’s Bid in Attachment E, on the form titled *Recyclable Pricing*.

(b) The pricing provided for the optional third year is set in in Contractor’s Bid in Attachment E, on the forms titled *Recyclable Pricing*.

4. TERM

(a) The term of this agreement is found in the Solicitation’s Bid Specific Information, in the section titled *IMPLEMENTATION SCHEDULE* and repeated in *TERMS*. This agreement terminates September 30, 2023, unless the term is otherwise shortened or extended by the operation of this agreement.

(b) City may notify Contractor of its intent to exercise its option to extend this contract for the option year, in writing, at least sixty (60) days prior to the end of the Term.

5. TERMINATION

Termination is found in the Solicitation’s Bid Specific Information, in the section titled, *CANCELLATION OF THE CONTRACT(S)*.

6. DISPUTES

Disputes are resolved in accordance with the Solicitation’s Bid Specific Information, in the section title, *DISAGREEMENTS*.

7. LIQUIDATED DAMAGES

Liquidated Damages is found in the Solicitation’s Bid Specific Information, in the section titled, *LIQUIDATED DAMAGES AND CIVIL PENALTIES AS TO CERTAIN TYPES OF BREACH OF RESIDENTIAL CURBSIDE RECYCLING COLLECTION SERVICES*.

8. INSURANCE

Insurance requirements are found in the Solicitation’s Attachment C, and acknowledged in Contractor’s Bid.

9. INDEMNITY

Indemnification is found in the Solicitation’s Attachment D, and acknowledged in Contractor’s Bid.

10. MODIFICATIONS

Unless otherwise permitted by this agreement, the parties shall only amend or modify to this agreement with a written agreement signed by both parties.

11. INDEPENDENT CONTRACTOR

Contractor is not acting as the agent for City in connection with the performance of any services provided or contemplated by this agreement. All persons employed or contracted with by Contractor are its employees and contractors and not the employees or contractors of City in any respect due solely to their employment by Contractor

12. TRANSFER

Except with the prior written consent of City, Contractor shall not transfer, including by merger (whether Contractor is the surviving or disappearing entity), consolidation, dissolution, or operation of law: (1) any discretion granted it under this agreement; (2) any right that it has to satisfy a condition under this agreement; (3) any remedy that it has under this agreement; or (4) any obligation imposed on it under this agreement. Any purported transfer in violation of this provision is void.

[Signatures on next page]

13. SIGNATURES

Each party is signing this agreement on the date stated opposite that party's signature. This contract will become effective when both parties have signed it. The date of this contract will be the date this contract is signed by the last party to sign it.

AFFORDABLE WASTE SYSTEMS, LLC

_____ Date: _____

By:

Its:

CITY OF WEST HAVEN

_____ Date: _____

Nancy R. Rossi, Mayor

INTERNAL CITY APPROVALS

Approved as to Availability of Funds:

_____ Date: _____

Director of Finance

Approved as to Form:

_____ Date: _____

Corporation Counsel

The supplier, vendor, contractor, and/or bidder agrees: To incorporate Equal Opportunity Employment as described by State and Federal Statute

A). He/she will not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin or ancestry. He/she will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, creed, national origin or ancestry. Such action shall include, but not be limited to the following:

B). Employment, upgrading, demotion or transfer, recruitment or recurrent advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. He/she further agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

C). The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, agree that all qualified applicants will receive consideration for employment without regard to race, color, sex, creed, national origin or ancestry.

D). The supplier, vendor, contractor and/or bidder agrees to cooperate fully with the City of West Haven and/or any of its agencies to insure that the purposes of the non-discrimination clause are being carried out.

**VENDOR CERTIFICATION AND AFFIDAVIT
OF NO REAL OR PERSONAL PROPERTY TAXES OWED
BY BIDDER FOR CONTRACT(S) TO
THE CITY OF WEST HAVEN**

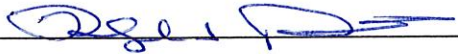
STATE OF ct.)
COUNTY OF New Haven) SS:
Personally appeared, Ralph DiCaprio, as
member on behalf of Affordable Waste
(indicate position of office with bidder)

Systems LLC (hereinafter called the "Bidder") and, who, being duly sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and

Correct and made under penalty of perjury.

- 3. I make this certification pursuant to Section 42-8B (1) (j) of the Ordinances of the City of West Haven.
- 4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.



Duly Authorized

Subscribed and sworn to before me on this September 15th day of 2020.



Notary Public/Commissioner of the Superior Court My Commission expires:
Affix Seal here 2-28-2025

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE THEREUNDER.

NOTICE TO LOCAL VENDORS

THE ORDINANCE IS "BID PREFERENCE FOR LOCAL VENDORS"

As of 5/22/95 an ordinance amending chapter 42 SECTION 42-8 RE: purchasing procedures was passed by the city council. SECTION 42-8B(2) was replaced by SEC. 42-8B (2). This ordinance will be in effect as of JUNE 22, 1995. The ordinance may be obtained by visiting the city website at WWW.CITYOFWESTHAVEN.COM

Any vendor meeting the requirements of this ordinance must fill out and sign a local vendor form. Failure to fill out and sign this form will result in disqualification as a local vendor and the vendor will be ineligible to be awarded a contract with the City Of West Haven.

The vendor must have a bonafide address, P.O. Boxes will not be acceptable.

Company Name N/A

Company Address _____ Street

City State Zip Code

Phone No _____ Fax No. _____

Years in Business _____

Type of Business _____

Years business located in West Haven _____

AWARDED CITY OF WEST HAVEN CONTRACTS

Has your ever been awarded a contract to do work for the City of West haven in the past? Yes

If yes to the question above, please list.

MSW —
Recycling —

Has your company ever failed to complete a contract with the City Of West Haven?

Yes _____ No ✓

If yes to the question above , please explain.

ATTACHMENT B

QUALIFICATIONS ANALYSIS

1. Name and principal address of firm and all relevant phone numbers. Please include the names of all

Principal Officers of the firm.

Affordable Waste Systems LLC
662 Coe Ave. East Haven Ct. 06512
Ralph DiCaprio 203-804-9800

2. Principal Contact Persons:

Ralph DiCaprio
Ralph DiCaprio JR.

3. Indicate the number of years that your firm has been in the Residential Curbside Recycling Collection Business.

~~30,000~~ - 20

4. Provide the City with the following information as of August 2021:

a. Total number of customers presently being provided Residential Curbside Recycling Collection Services in Connecticut 30,000 -

b. Total number of cities/towns presently being provided Residential Curbside Collection in CT.
2

c. Total number of employees – Company-wide and in CT: 25

d. Number of Residentail Curbside Collection Trucks in Service in CT 15

e. Address of your firm’s headquarters and the address from which your firm will be rendering services (i.e. location where vehicles will be garaged, etc.)

662 Coe Ave.
East Haven Ct 06512

f. List of type, capacity, make, model, year, and mileage of each truck that you will use in the performance of the service(s) proposed.

2-2020 Peterbilt 31 yd Rear Loader
20,000 Miles

5. Provide a list of at least five (5) current customers for whom your firm is providing Residential Curbside Collection Services. Please supply the City with the names, addresses, and phone numbers of representatives of each customer who we may contact.

City of West Haven Tom McLaughlin

203-530-3009

Town of East Haven Charlie Coyle

203-415-7793

6. Describe, in sufficient detail, the nature of all pertinent litigation during the past ten (10) years to which the contractor(s), its Predecessor Corporation and key personnel have been exposed, both as plaintiff and defendant, relating to contractual obligations and work performed.

N/A

7. Describe the nature of any labor disputes that the contractor(s) have been involved in with respect to its contractual obligations during the last five- (5) years.

N/A

8. Identify any relationships between any members of the contractor(s) team to any City officials.

N/A

9. Identify any business dealings with the above- identified City Officials. Also identify the names of any known City officials who have more than 5 percent interest in the company as shareholders or any officials who have any business relationship/interest/dealings with the contractor(s). Provide a certified statement as to such information.

N/A

10. Provide information on any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related firms and principals to firms. Any pending lawsuits that may affect the firm's ability to carry out this contract (s) must also be disclosed.

N/A

11 .Although not required as part of the Qualifications Analysis, the City may request the review of the contractor(s) audited or unaudited financial statements

ATTACHMENT C

**CITY OF WEST HAVEN, CONNECTICUT
INSURANCE REQUIREMENTS**

1. MINIMUM SCOPE AND LIMITS OF INSURANCE

It is agreed that the scope and limits of insurance coverage specified in this attachment are minimum requirements and shall, in no way, limit or exclude the City from additional limits and coverage provided under the Contractor(s) policies.

a. Broad Form Comprehensive General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products/completed operations.

b. Automobile Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

c. Umbrella Liability

\$5,000,000 limit per occurrence.

d. Worker & Compensation

Limits as required by the Labor Code of the State of Connecticut.

e. Employer's Liability

Limits of \$500,000 each accident; \$500,000 disease/policy limit; \$500,000 disease/each employee.

f. Personal Property Coverage

Adequate insurance to cover the value of personal property belonging to the Contractor(s) located on City property while in use or in storage for the duration of the Contract(s).

2. SUBCONTRACTORS

The Contractor(s) shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3. CLAIMS-MADE FORM

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract(s). The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor(s) shall maintain coverage for the duration of the Contract(s) and for the two (2) years following the completion of the Contract(s). Evidence of such coverage shall be provided to the City sixty (60) days prior to each expiration.

It is also agreed that either the Contractor(s) or the City may invoke the tail option on behalf of the party and that any Extended Reporting Period premium shall be paid by the Contractor(s).

4. AGGREGATE LIMITS

Any aggregate limits must be declared to and approved by the City of West Haven. At the option of the City, the insurer shall increase or eliminate the aggregate limit. It is agreed that the Contractor(s) shall notify the City of any erosion of aggregate limits during the Contract(s) term sixty (60) days in advance of cancellation and/or removal.

5. DEDUCTIBLE AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City of West Haven. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City of West Haven; or the Contractor(s) shall procure a bond guaranteeing payment of the losses and related investigations, claims administration, and defense expenses. All deductibles or self-insured retention are the sole responsibility of the Contractor(s) to pay and/or indemnify.

6. NOTICE OF CANCELLATION OR NON-RENEWAL

Each insurance policy required by this attachment shall be endorsed to state the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after sixty (60) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of West Haven.

7. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

a. Liability (General, Automobile, Umbrella, Professional) Coverage

- 1) The City of West Haven and its respective officers, agents, officials, employees, volunteers, Boards, and Commissions are to be named as additional insureds as respect to liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises owned, leased, or used by the Contractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the City of West Haven.

- 2) The Contractor(s)'s insurance coverage shall be primary insurance as respects to the City of West Haven. Any insurance or self-insurance maintained by the City of West Haven shall be excess of the Contractor(s)'s insurance and shall not contribute with it.
- 3) Any failures to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Haven.
- 4) Coverage shall state the Contractor(s)'s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Workers' Compensation and Employer's Liability Coverage


- a. The insurer shall agree to waive rights and subrogation against the City of West Haven for losses arising from the work performed by the Contractor(s) for the City.
- b. If State statute does not require the Contractor(s) to obtain Workers Compensation insurance, then the Contractor(s) shall furnish the City with adequate proof of the self-employment status. The Contractor(s) shall agree to waive all rights of claims against the City from the losses arising from the work performed by the Contractor(s). In the event that, during the Contract(s); the self-employment status should change, the Contractor(s) shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Contractor(s) as required by this attachment.

8. ACCEPTABILITY OF INSURERS

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- b. Insurance companies must either be licensed to do business in the State of Connecticut, or otherwise be deemed acceptable by the City's Risk Manager.

VERIFICATION OF COVERAGE

The Contractor(s) is capable of meeting and is willing to provide the insurance requirements as stated above.


Duly Authorized Signature

9-13-21
Date

ATTACHMENT D

**CITY OF WEST HAVEN, CONNECTICUT
INDEMNIFICATION**

The Contractor(s) shall defend, indemnify, and hold harmless the City, its Boards and Commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), liabilities, or judgments of any name or nature for injuries or alleged injuries to person (including death) or to property, or financial losses, sustained or alleged to have been sustained by any person of concern, including officers, agents, servants, employees, and subcontractors of the City in the performance of this Contract(s). This indemnity shall not be affected by other portions of this Contract(s) relating to insurance requirements.

The Contractor(s) is willing to accept this proposed indemnification provision.



Duly Authorized Signature

9-13-21

Date

**ATTACHMENT E
PROPOSAL COST**

The Undersigned hereby certifies as follows:

That Aws Ralph DiCaprio have personally and carefully examined the specifications and instructions for the work to be done in the City of West Haven under this bid or as it is amended from time to time.

That Aws Ralph DiCaprio have made examination of services required under this bid, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment, facilities, and disposal costs, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the said specifications and the foregoing instructions, at the following price stated below:

Residential Collection Service

1. Total Service Cost for **ONE PICK UP PER WEEK** for the collection at all residential dwellings of one to four family units at the curbside, including pick up and transportation of collected MSW to the facility of the haulers suggestion with the prior written approval from the City.

RECYCLABLE PRICING

FIRST YEAR		\$ 554,400 -
SECOND YEAR		\$ 569,400 -
THIRD YEAR OPTION		\$ 589,400 -

*Pricing for a third year ending on September 30, 2024 will be considered as an option.

