

# TOWN OF CANTON



## INVITATION TO BID

### TO PROVIDE MUNICIPAL SOLID WASTE & RECYCLING AT TOWN BUILDINGS & PARKS PICKUP AND REMOVAL

**PROPOSALS DUE: MAY 18 2022, 2:00 PM, EST**

The Town of Canton, through its Chief Administrative Officer (“CAO”), is seeking bids for Municipal Solid Waste & Recycling at Town Buildings & Parks Pickup and Removal. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2<sup>nd</sup> Floor, 4 Market Street Collinsville, CT by 2:00 PM local EST on May 18, 2022, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Invitation to Bid package may be obtained at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under “Request for Proposals.”

The Town of Canton is an equal opportunity/affirmative action employer. Small business enterprises, woman owned businesses, and minority owned businesses are encouraged to participate.

# STANDARD INSTRUCTIONS TO BIDDERS MUNICIPAL SOLID WASTE & RECYCLING AT TOWN BUILDINGS & PARKSPICKUP AND REMOVAL

## PROJECT OVERVIEW:

The Town of Canton (“Town”) is soliciting bids for the Pickup and Removal of Garbage, Municipal Solid Waste (“MSW”), and Recyclables at various Town and Board of Education buildings & parks. A detailed Scope of Work can be found in the GENERAL SPECIFICATIONS FOR WORK section of this Invitation to Bid. All services for this bid shall be in accordance with the conditions set forth in this Invitation to Bid.

## KEY EVENT DATES:

Invitation to Bid Issued	April 27, 2022
Pre-Bid Conference	Not Applicable
Bids Due	May 18, 2022
Contract Execution	July 1, 2022

## TERM OF CONTRACT:

The Town requires firm fixed process for a period of three (3) years following the execution of the final Agreement Documents. Any locations that are currently under contract ending on 6/30/2023 will then be part of this agreement beginning on July 1,2023. Upon the subsequent mutual agreement in writing of the Parties, the Term of this Contract may be extended for two (2) successive, additional terms of one (1) year each.

## FUNDING CONTINGENCY

This Invitation provides for a multi-year Contract. Funding for the contract is dependent on annual budget approval. If funding is not approved for any year after the first year, the Town may terminate the Contract at the end of the last year for which funding has been approved, in which case the Town shall have no obligation or liability for the unfunded year or years.

## OTHER CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or

The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract’s terms and conditions.

## OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained at the Town’s website, [www.townofcantonct.org](http://www.townofcantonct.org) , under “Request for Proposals.”

## BID SUBMISSION INSTRUCTIONS

Bids must be submitted to the Chief Administrator's Office prior to the date and time the bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for ninety (90) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original and two (2) copies of all bids must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed in ink or be typewritten, and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as "SAME" shall not be used in the Bid Form. All other forms included or information requested in this bid should also be submitted with the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for ninety (90) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

## UNIT PRICES AND LUMP SUM PRICES

The unit prices for each of the items in the bid shall include the prorated share of overhead and profit. The Town may reject any bid not conforming to this requirement.

## QUESTIONS

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be by E- mail and directed **only to**:

Name: Robert Martin – Director of Public Works  
E-mail: [rmartin@townofcantonct.org](mailto:rmartin@townofcantonct.org)

Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than seven (7) business days before the date of the bid opening.

No oral statement of the Town shall be effective to modify any of the provisions of this Invitation. However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation

The Town will not consider any such request made more than seven (7) days before the bid opening date.

#### ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

#### COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

#### OWNERSHIP OF BIDS

All bids submitted become property of the Town.

#### FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

#### CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

#### DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

#### LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

### PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

### TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued. Bidders shall avail themselves of these exemptions.

### INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation the following insurance coverages covering the successful bidder and all of its officers, employees, and agents:

The (name of contractor) shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the (name of contractor) obligation under this agreement, whether such obligations are by (name of contractor) or by a subcontractor or any person or entity directly or indirectly employed by (name of contractor).

#### A. Workers Compensation:

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

#### B. Commercial General Liability Insurance:

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

#### C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

#### D. Umbrella Liability Insurance:

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

E. The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and noncontributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage. Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract.

The Town reserves the right to approve all insurance companies. The successful bidder must fully disclose any nonstandard exclusion for all required coverages.

All policies, except for Workers' Compensation, shall contain additional endorsements naming "the Town of Canton, its officers, employees, agents and volunteers" as additional named insureds with respect to liabilities and losses related to the performance of the work described in this Invitation.

Each insurance policy shall state that the insurance carrier shall agree to investigate and defend the insured against all claims, even if groundless.

The successful bidder shall require the insurance carriers of the above required coverages to waive all rights of subrogation against the Town, its officers, employees, agents and volunteers.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

If the bidder is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the certificate of insurance shall state that the coverage is claims-made and also the retroactive date, if any. **The successful bidder shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract.**

The successful bidder shall direct its insurance carrier to provide the Town with a certificate of insurance PRIOR TO commencing work. The certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Robert Skinner, Chief Administrative Officer, 4 Market Street, PO Box 168, Canton, CT 06022. The certificate shall evidence all required coverage. **All requirements of this section shall be clearly stated in the remarks section of the successful bidder's certificate of insurance.**

#### **DEFENSE AND INDEMNIFICATION**

The successful bidder will be required to agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its employees, officials, agents and volunteers from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the subject matter of this Invitation and/or the performance of the work contemplated by it. The successful bidder will also be required to pay any and all attorney's fees incurred by the Town, its employees, officials, agents or volunteers in enforcing any of the successful bidder's defense, hold harmless or indemnification obligations. In any and all claims against the Town or any of its employees, officials, agents or volunteers made or brought by any employee of the successful bidder, or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's defense and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

These defense, indemnity and hold harmless obligations shall survive the Contract's termination or expiration.

#### **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org) under "Request for Proposals."

#### COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

#### ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is **not** a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

#### W-9 FORM

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

#### PAYMENTS

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.



### MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

### REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

### SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

### COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorney's fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

### NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

### 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.

#### SMALL AND MINORITY OWNED BUSINESS REQUIREMENTS

#### SMALL AND MINORITY OWNED BUSINESS SET-ASIDE LAWS IN CONNECTICUT

The contractor who is selected to perform this project must comply with Connecticut General Statutes, 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amend 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 commencement of construction.

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 Department of Administrative Services ("DAS") under the provisions of Connecticut General Statutes 4a-60g as amended. (25% of the work with DAS certified Small and Minority owned businesses and 40% 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.2982&q=3909288topmNav\\_GOD=1806](http://www.ct.gov/opm/cwp/view.asp?a.2982&q=3909288topmNav_GOD=1806)

Contractor/bidder's responsibility regarding inclusion of small and minority owned businesses in the work under this contract

If the Contractor's/Bidder's total contract bid price for all work included under this contract, as listed in the submitted Bid Proposal, is greater than fifty thousand (\$50,000) dollars, then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the inclusion of contracts in the amount of 25% of the work with DAS certified Small and Minority owned businesses, and further, 40% of that work [10% of total contract amount] shall be contracted with DAS certified Minority, Women and/or Disabled owned businesses; all meeting the requirements therein of the Law(s) and the State of Connecticut.

**BID BOND:**

Not Applicable

**PERFORMANCE BOND:**

Not Applicable

**AGREEMENT DOCUMENTS:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

**BID FORM  
MUNICIPAL SOLID WASTE & RECYCLING AT TOWN BUILDINGS & PARKS  
PICKUP AND REMOVAL**

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, hauling, disposal and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Canton.

In submitting this BID, the BIDDER acknowledges that:

1. Each bid price includes all labor, materials, transportation, hauling, disposal, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the bid prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: \_\_\_\_\_  
*Company* *Phone*

\_\_\_\_\_  
*Street* *City* *Zip*

Authorized Signature: \_\_\_\_\_  
*Signature* *Printed Name*

**BID FORM  
MUNICIPAL SOLID WASTE & RECYCLING AT TOWN BUILDINGS & PARKS  
PICKUP AND REMOVAL**

All payments for work completed for this bid shall comply with Section E of the GENERAL SPECIFICATIONS FOR WORK. No payments will be made for mobilization, materials or any other costs.

In the charts below, "EOW" stands for Every Other Week and "WC" stands for Will Call

Board of Education Buildings:

Building Name	Location	Number Of Containers	Size Of Containers	Service Level	Fixed 3 Year Price
<b>Canton Schools - Trash</b>					
Cherry Brook	4 Barbourtown Rd.	1	8 Yard	1x week	\$ /mo
Intermediate	39 Dyer Ave.	2	8 Yard	1x week	\$ /mo
High/Middle	76 Simonds Ave.	1	20 Yard Compactor	WC	\$ /mo
<b>TOTAL MONTHLY TRASH PRICE</b>					<b>\$ /mo</b>

Building Name	Location	Number Of Containers	Size Of Containers	Service Level	Fixed 3 Year Price
<b>Canton Schools - Recycle</b>					
Cherry Brook	4 Barbourtown Rd.	1	4 Yard	1x week	\$ /mo
		8	95 gallon	EOW	\$ /mo
Intermediate	39 Dyer Ave.	1	2 Yard	1x week	\$ /mo
		20	95 gallon	EOW	\$ /mo
High/Middle	76 Simonds Ave.	1	4 Yard	1x week	\$ /mo
		15	95 gallon	EOW	\$ /mo
<b>TOTAL MONTHLY RECYCLING PRICE</b>					<b>\$ /mo</b>

*Note: Board of Education Buildings Total is based on School Year Collection plus Summer Vacation Collection*

**TOTAL MONTHLY PRICE      \$      /mo**

**TOTAL ANNUAL PRICE      \$      /yr**

## Special Pick Up

### Weekdays (Monday - Friday)

	Size Of Container	Cost (\$)	School Recess Cost
Trash	1 Yard	\$	\$
	2 Yard	\$	\$
	3 Yard	\$	\$
	4 Yard	\$	\$
	6 Yard	\$	\$
	8 Yard	\$	\$
	10 Yard	\$	\$
	95 gallon	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

### Weekends (Saturdays or Sundays)

	Size Of Container	Cost (\$)	School Recess Cost
Trash	1 Yard	\$	\$
	2 Yard	\$	\$
	3 Yard	\$	\$
	4 Yard	\$	\$
	6 Yard	\$	\$
	8 Yard	\$	\$
	10 Yard	\$	\$
	95 gallon	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

	Size Of Container	Cost (\$)	School Recess Cost
Recycling	1 Yard	\$	\$
	2 Yard	\$	\$
	3 Yard	\$	\$
	4 Yard	\$	\$
	6 Yard	\$	\$
	8 Yard	\$	\$
	10 Yard	\$	\$
	95 gallon	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

	Size Of Container	Cost (\$)	School Recess Cost
Recycling	1 Yard	\$	\$
	2 Yard	\$	\$
	3 Yard	\$	\$
	4 Yard	\$	\$
	6 Yard	\$	\$
	8 Yard	\$	\$
	10 Yard	\$	\$
	95 gallon	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

Town of Canton Buildings:

Building Name	Location	Number Of Containers	Size Of Containers	Service Level	Fixed 3 Year Price
<b>Water Pollution Control Authority 50 Old River Rd.</b>					<b>*\$ /mo</b>
Trash		1	2 Yard	1x week	
Recycling		1	95 gallon	EOW	
<b>North Canton Fire Company 540 Cherry Brook Rd.</b>					<b>*\$ /mo</b>
Trash		1	95 gallon	EOW	
Recycling		1	95 gallon	EOW	
<b>Collinsville Fire Company 51 River Rd.</b>					<b>*\$ /mo</b>
Trash		1	2 Yard	EOW	
Recycling		1	95 gallon	EOW	
<b>Department of Public Works 50 River Rd.</b>					<b>*\$ /mo</b>
Trash		1	3 Yard	1x week	
Recycling		1	2 Yard	EOW	
<b>Community Center 40 Dyer Ave.</b>					<b>\$ /mo</b>
Trash		1	4 Yard	1x week	
Recycling		1	3 Yard	EOW	
<b>Mills Pond Park 14 East Hill Rd.</b>					<b>\$ /mo</b>
Trash		1	3 Yard	April - Oct. 1x week	
Recycling		3	95 gallon	1x week	
<b>Willam Van Gemeren Memorial Field 88 Simonds Ave.</b>					<b>\$ /mo</b>
Trash		1	3 Yard	April - Oct. 1x week	
Recycling		2	95 gallon	1x week	
<b>Dyer Field 12 Dyer Ave.</b>					<b>\$ /mo</b>
Trash		1	3 Yard	April - Oct. 1x week	
Recycling		2	95 gallon	1x week	
<b>TOTAL MONTHLY PRICE</b>					<b>\$ /mo</b>
<i>Note: *Designates currently under contract ending on 6/30/2023 will then be part of this agreement beginning on July 1,2023.</i>					
<b>TOTAL ANNUAL PRICE</b>					<b>\$ /yr</b>

Please indicate a cost for supplying:

20 yard Container \$ \_\_\_\_\_ /mo  
 30 yard Container \$ \_\_\_\_\_ /mo

**BIDDER'S NON COLLUSION AFFIDAVIT**

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

\_\_\_\_\_ (signature)  
 Legal Name of Bidder Bidder's Representative, Duly Authorized

\_\_\_\_\_  
 Name of Bidder's Authorized Representative

\_\_\_\_\_  
 Title of Bidder's Authorized Representative

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Notary Public  
 My Commission Expires:

(Acknowledgement if a Corporation)

State of Connecticut )  
 ) ss:  
 County of Hartford )



On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
 Commissioner of the Superior Court  
 Notary Public  
 My commission expires:

-----

(Acknowledgement of a Partnership)

State of Connecticut )  
 )  
 County of Hartford )

ss:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

\_\_\_\_\_  
 Commissioner of the Superior Court  
 Notary Public  
 My commission expires:

-----

(Acknowledgement of a Proprietorship)

State of Connecticut )  
 )  
 County of Hartford )

ss:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

\_\_\_\_\_  
 Commissioner of the Superior Court  
 Notary Public  
 My commission expires:

## BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

### IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

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

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

### IF A CORPORATION:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

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

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Manager(s) and Members

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

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

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A PARTNERSHIP:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # (if applicable) \_\_\_\_\_

Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

\_\_\_\_\_  
Bidder’s Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Bidder’s Authorized Representative

\_\_\_\_\_  
(signature)  
Bidder’s Representative, Duly Authorized

\_\_\_\_\_  
Date

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

Bidder's full legal name:

Permanent main office address:

Contact person for this Invitation:

Phone and fax numbers and e-mail address of the contact person during normal business hours:

Date of organization:

Date of incorporation, if applicable:

Number of year's bidder has been engaged in business under present firm or trade name:

Contracts on hand (dollar value, anticipated completion date):

General character or type of work performed by the bidder:

Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:

Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.

List the equipment that will be available for the work described in this Invitation.

How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?

Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:

Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:

If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?

**GENERAL SPECIFICATIONS FOR WORK  
MUNICIPAL SOLID WASTE & RECYCLING AT TOWN BUILDINGS & PARKS  
PICKUP AND REMOVAL**

**A. SCOPE OF WORK**

The Successful Bidder (“Contractor”) shall be responsible for the removal and pick-up of all MSW and recyclables from all Town Buildings & Parks and Board of Education Buildings identified in the Bid Form. The following specifications must be met for each of these locations:

- Contractor shall provide containers or barrels, as specified, at each location as indicated on the Bid Form.
- All locations shall require collection according to the Service Level indicated in the Bid Form.
- The Contractor is required to maintain an appropriate compliment of vehicles to provide the level of service requested herein and shall comply with all refuse, recycling, safety and related Federal, State and Municipal laws and ordinances.
- The vehicles utilized in the performance of this work shall be maintained in good mechanical condition. All bodies and hoppers of any vehicle carrying non-recycling refuse must be watertight to prevent seepage and provide adequate protection from refuse being blown away during transport or at rest.
- The equipment used in the performance of this work may be inspected by the Town prior to the award and during the performance of this bid or any subsequent agreement.
- The Contractor shall be required to inspect the site of each pickup prior to submitting their formal response to this Invitation to Bid to determine the container size and vehicle needs for each site. In addition, the Contractor is expected to utilize the space within any existing dumpster enclosures for this work.
- The Contractor will deliver all MSW and recyclables to the locations designated by the Town. The Town will reimburse Contractor for all tipping fees on MSW. No payment shall be made for recyclables.
- Bi-annual clean-up of inside dumpsters is required.
- The Town of Canton utilizes single stream recycling, meaning that all State mandated recyclable items can go in a single recycling container. Canton is currently contracted with MIRA for all MSW and recycling tonnage. The Contractor shall be familiar with all Town ordinances and agreements with MIRA.

**B. SPECIFICATIONS & GENERAL REQUIRMENTS**

On occasion, a special pick-up for MSW may be requested because of a community or social function given at a particular building. These special pick-ups will be for only the building or

buildings designated by the Designated Person for that building. The Designated Person shall be the BOE Superintendent of Buildings and Grounds or the BOE Business Office for all buildings maintained by the Board of Education, and the Director of Public Works for all Town Buildings. The special pick-ups may be requested on a Saturday or Sunday depending on the dates the functions are scheduled. The cost for such additional pick-ups shall be included on the Bid Form.

All Town buildings are frequently visited by the public. Consideration shall be given to children/pedestrians/employees participating in outside activities. Their safety shall take precedence over refuse removal. The Contractor will **ALERT HIS OPERATORS AND DRIVE VEHICLES AT A MAXIMUM SPEED OF 10 M.P.H. WHILE ON BUILDING'S GROUNDS.**

All loads may be inspected for compliance to the requirements that each delivery is dedicated to under the subsequent, executed agreement to this Invitation to Bid. Any load found in non-compliance with these requirements shall be fined the maximum amount the law permits, in addition to a penalty equal to the tonnage of the load multiplied by three (3) times the current tipping fee the Town is utilizing.

#### Recyclables:

Containers shall be provided at all Town Buildings and Board of Education Buildings for the collection of recyclables or "Blue Bin items". The Contractor shall take these materials to the Recycling Center in accordance to Town of Canton ordinances.

The Town of Canton utilizes single stream recycling, meaning that all State mandated recyclable items can go in a single recycling container. Separation of the recyclables is not necessary. Recyclables may include old corrugated cardboard, recyclable plain paper, bottles, cans, 1 & 2 plastics, newspaper, and other recyclable products.

Containers for MSW and recyclables shall be leak free, covered, and maintained in good condition. Any containers that do not meet this requirement will be replaced, by the Contractor upon request of the Town.

The Contractor is presumed to have familiarized themselves with the expected volumes/tonnages of these recyclable materials.

#### School Buildings:

The disposal services for MSW at Board of Education Buildings shall be based on a 10-month collection period, called **School Year Collection**. The months of July and August will have a separate collection identified as the **Summer Vacation Collection**. Details about both of these collection periods are explained below.

##### *School Year Collection*

The School Year Collection shall start on September 1st, and run to and including, June 30th of each calendar year included in the term of the executed Agreement.

All MSW container pick-ups shall be made the day after school is in session in the morning before students are dropped off with the following exceptions:



1. Pick-ups for Refuse shall be made Tuesday through Saturday mornings.
2. Holiday pick-ups can be made either on the holiday or in the afternoon of the day before the holiday. No pick-up shall be necessary the morning following the holiday.
3. Further exceptions may be allowed with the prior approval of the Designated Person by the Board of Education or their alternate.
4. Failure to follow these requirements, without prior approval, will result in a \$100.00 penalty charge, in the form of a credit, on the monthly refuse bill, per incident.

The Contractor will be supplied with:

1. A schedule of lunch periods at the various schools.
2. A school calendar listing the dates for holidays and school recesses

During school recesses, i.e., Christmas, Winter and Spring recesses, two (2) complete pick-ups will be required per week. At the schools, this will include the day after schools shut down and after 1:00 P.M. of the day before classes resume. Due to programs and classes that may be scheduled during school recesses, it may be necessary to have more than two (2) pick-ups per week at a particular school or schools. Such pick-ups will be scheduled one week in advance by the Designated Person by the Board of Education or their alternate. Contractor must include a price for this additional service on a per pick-up basis in accordance with the size of the container in the School Recess Cost field of the Special Pick-Ups table in the Bid Form.

#### *Summer Vacation Collection*

The Summer Vacation Collection shall start on July 1st, and run to and including August 31th, of each calendar year included in the term of the executed Agreement.

The collection locations for July and August 2022, 2023, and 2024 will be the same as designated in the School Year Collection and identified in the Bid Form.

The schedule for trash and recycling pick-ups will be a minimum of once per week, and as needed at each location. If a holiday falls on a pickup day, the pick-up for that week will be scheduled on a different day that same week, normally the day before or after the holiday.

Collections at schools must be between 7:30 A. M. and 2:30 P. M.

It is suggested that the collection of recyclables during July and August of each year shall be on the first (1st) and the fifteenth (15th) of each month.

If MSW or recyclables are not picked-up as specified in the sections above, there will be a one hundred-dollar (\$100.00) penalty charge per incident, deducted from the monthly invoice.

#### C. EQUIPMENT

In addition to the specifications described above, equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the Director of Public Works and maintained in a satisfactory working condition at all times.

#### D. SCHEDULING WORK

The Contractor shall assume that all work will be done in accordance to the specific schedules specifications described in this Invitation to Bid. No work shall be performed on State or Federal holidays unless with prior approval from the Designated Person.

#### E. MEASUREMENT AND PAYMENT

All work will be paid as provided in the Bid Form for all work, including labor and materials, to complete the services described in this Invitation to Bid. Payments will be made monthly. No payments will be made for mobilization or materials. The Board of Education Buildings and Town Buildings & Parks will be billed separately.