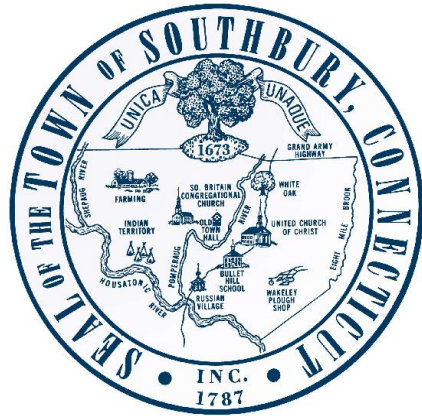


SPECIFICATIONS AND BID DOCUMENTS



TRANSFER STATION HAULING SERVICES RFP 2023-010

**TOWN OF SOUTHBURY
DEPARTMENT OF PUBLIC WORKS
501 MAIN STREET SOUTH
SOUTHBURY, CT 06488
MAY 5, 2023**

TABLE OF CONTENTS

Title Sheet	1
Table of Contents	2
Invitation to Bid	3
Information for Bidders	4
General Conditions	8
Special Provisions	10
Code of Ethics/Conflict of Interest Ordinance.....	13
Specifications	19
Hauling Tonnage History, July 2021-present	23
Bid Proposal.....	24
Price Sheet	25
Proposal Integrity	28
Indemnification Certificate.....	29
Code of Ethics/Conflict of Interest Agreement	30
References	31
Contract.....	32
Attachment A: Compactor Specifications	44

**INVITATION TO BID
TRANSFER STATION HAULING SERVICES
RFP 2023-010**

The Town of Southbury is seeking qualified Contractors or individuals for hauling of various waste types from the Town's transfer station. It is the intent of the Town to enter into a contractual agreement with one or more Contractors to provide services.

Sealed proposals must be received by 11:30 AM, Tuesday, May 30, 2023 at the Office of the First Selectman, 501 Main Street South, Southbury, CT 06488, at which time bids will be opened and read aloud in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at www.southbury-ct.org/bids.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at MTarnowski@southbury-ct.gov. RFIs should be received by May 19. RFIs may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by May 23.

The Town of Southbury reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Town of Southbury. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville
First Selectman
May 5, 2023

INFORMATION FOR BIDDERS

1. PROPOSAL. Proposals are being sought for furnishing hauling services for the Town of Southbury from its solid waste transfer station. All work shall be completed in full accordance with the specifications.
2. RECEIPT AND OPENING OF BIDS. Separate sealed bids shall be received in the **Office of the First Selectman**, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in **Room 208 of Town Hall**. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words **“Bid Documents, RFP 2023-010 – TRANSFER STATION HAULING SERVICES”** so as to guard against opening prior to the time set therefore. **One original and two copies** of all bids shall be submitted. Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.
3. PREPARATION OF PROPOSAL. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.
4. WITHDRAWAL OF BIDS. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid. Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.

6. **TAX EXEMPTION.** The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.
7. **QUALIFICATIONS OF BIDDER.** Bidders must be regular full time Contractors in the type of service specified, and possess facilities within a 30-mile radius of the Town of Southbury's transfer station. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.
8. **ERRORS, INTERPRETATIONS, AND ADDENDA.** Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.
9. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER.** The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these bid documents. The delivery or completion date and skill and experience of the bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.
10. **SUBCONTRACTORS.** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
11. **RIGHT OF THE TOWN TO TERMINATE PROJECT.** In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination,

the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination. Without a violation of provisions of this bid, the Town may terminate the work, provided sixty (60) days' notice is served upon the Contractor.

12. PAYMENTS. Invoices shall be furnished to the Finance Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.

13. GUARANTEE. All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

14. PRELIMINARY SCHEDULE.

RFP Release	May 5, 2023
Pre-Bid Conference	May 15, 2023
RFI Deadline	May 19, 2023
Addendum Release (if necessary)	May 23, 2023
RFP Submission Date	May 30, 2023

15. INTERVIEW OF BIDDERS. The Town may choose to interview any or all bidders for the project after bids have been received to determine their qualifications and experience.

16. TERM/RENEWAL OF CONTRACT. The bid prices established in this proposal shall remain in full force and effect through June 30, 2024 with three (3) one year optional renewal terms. On 60 days advance written notice, the town may renew the 2023 contract per the same terms and conditions including an adjustment to the unit prices as detailed in the contract.

17. COMPLIANCE WITH LAWS. The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, 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 contract.

18. **PRE-BID CONFERENCE.** A mandatory pre-bid conference will be held at 10:00 AM, Monday, May 15, 2023 at the Town of Southbury's Transfer Station, 231 Kettletown Road, Southbury, CT 06488. Bidders who do not attend the conference will have their bids rejected.
19. **SCHEDULING OF WORK.** If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to begin the work on June 25, 2023, or such earlier or later date as is mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.
20. **BID BOND.** A bid bond must be furnished as bid security and duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within five working days thereafter, execute such contract and furnish a Performance Bond. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. For the purpose of this proposal the bonds shall be based on an estimated contract amount of \$150,000. The Town always reserves the right to reject surety companies. If an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.
21. **PERFORMANCE BOND.** A performance bond in the amount of one hundred percent (100%) of the amount bid is required. Within five working days following notice of any award, the Contractor shall furnish a performance bond to the Town of Southbury for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding. For the purpose of this proposal the bonds shall be based on an estimated contract amount of \$150,000.
22. **WAGE RATES.** The wages paid on an hourly basis to any mechanic, laborer or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of such employee to any employee welfare fund as defined in subsection (h) of Section 31-353 of the General Statutes shall be at a rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

GENERAL CONDITIONS

1. The Director of Public Works or his designee shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.
2. The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.
3. The Contractor shall have the demonstrated ability to haul or transport a minimum of 55 tons of municipal solid waste, 30 tons of demolition waste, and 15 tons of single-stream recyclable material per week on a sustained basis.
4. All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the bid documents.
5. Under no circumstances shall the Contractor be allowed to mix solid waste or recyclables generated elsewhere, whether within the borders of the Town of Southbury or from outside the borders of the Town of Southbury, with any material originating at the Transfer Station.
6. The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work, to delete any portion of the work upon notification of the Contractor, and add any work upon mutual agreement with the Contractor.
7. The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.
8. Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works or his designee and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation, or expiration of coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each certificate of insurance the Contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor.

- a. The Contractor shall maintain the coverage listed below and require each subcontractor employed on the project to maintain the coverage listed below unless the Contractor's insurance covers activities of the subcontractor on the project.
 - i. Worker's Compensation Coverage and Employer's Liability Coverage at statutory limits in accordance with Connecticut law.
 - ii. Broad Form Commercial General Liability including minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000 general annual aggregate and \$1,000,000 per occurrence.
 - iii. Comprehensive Automobile Liability covering all vehicles used by the Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.
 - iv. Contractual Liability coverage with combined single limit per occurrence and aggregate for bodily injury, personal injury, and property damage applying to the indemnity agreement which is part of the written contract.
 - v. Excess Liability with minimum coverage of \$ 5,000,000 in umbrella form.
 - vi. Environmental Impairment (as required by DEEP) with minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate.
 - b. If a policy written on a "Claims Made" basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the contract, evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.
 - c. All coverage is to be provided on a primary noncontributory basis.
 - d. All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.
 - e. The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.
 - f. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the contract.
9. Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are net 30 days from receipt of properly executed invoice(s). The Town cannot make payments for "execution of contract" (payments due upon contract signing).

SPECIAL PROVISIONS

1. **LOCATION AND DESCRIPTION.** The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, providing and maintaining material containers/transfer trailers, furnishing hauling vehicles with drivers, picking up material, transporting to disposal sites at designated times, unloading, and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid. It is estimated that the total waste stream is approximately 5,200 tons per year. Tonnage history since July 2021 follows. There is no guarantee of similar future figures. MSW is currently loaded into closed trailers using a compactor. Demolition debris and single-stream recycling are loaded into separate open-top roll-off containers. In the future, MSW may use open-top containers, also included in the bid sheet. In the future, recycling may be multi-stream. Scrap metal is not included in this bid. The Town reserves the right to decrease the scope of work to be done under this contract and to omit any work, or increase the scope of work upon mutual agreement. To this end, the Town reserves the right to reduce the quantity of any items or omit any item as set for in the bid, either prior to executing the contractor or at any time in the contract's duration. The Town further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Town of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the contract unit price shown for any item in the price schedule regardless of the quantity performed.
2. **COORDINATION WITH OTHERS.** During the progress of the work, other Contractors and/or Town forces may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others, in such a manner as the Director of Public Works shall approve or direct.
3. **PUBLIC SAFEGUARDS.** The Contractor agrees to conduct the work at all times in such a manner that the general public shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point without prior approval of the Director of Public Works.
4. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall, at his own expense, provide any and all manner of superintendence, labor, materials, apparatus, appliances, tools, machinery, power, transportation, fuel and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful operation, maintenance, and use thereof. The Contractor shall employ only competent, experienced and licensed drivers with all appropriate certifications and endorsements.
5. **PROJECT BID PRICES.** It is the intent of this bid proposal to establish unit prices for transfer station hauling services which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor,

supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.

6. **SCHEDULE AND TIME OF COMPLETION.** The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period. Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work. If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town as necessary.
7. **INDEMNITY CLAUSE.** The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the Director of Public Works, their agents or employees, except only such injury or damage as shall be determined by a court of law to have been caused by the sole negligence of the Town.
8. **SAFETY.** The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices. The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract.
9. **PERMITS, FEES, LAWS, CODES, AND ORDINANCES.** The Contractor shall keep himself fully informed of all existing and current ordinances, regulations and Municipal,

County, State, or Federal laws in any way limiting or controlling the actions or operations of those engaged in performing the work. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Town and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall take out and carry appropriate employer's liability insurance and public liability insurance. The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

A. DEFINITIONS. The following definitions shall apply to this Ordinance:

- a. Public Official (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
- b. Town Employee (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
- c. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
- d. Conflict of Interest. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
- e. Direct Interest. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
- f. Indirect Interest. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
- g. Financial Interest. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
- h. Adverse Interest. An interest that is adverse to the interests of the Town with respect to the matter under consideration.
- i. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
 - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
 - ii. Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

B. DECLARATION OF POLICY.

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. DISCLOSURE OF CONFLICT.

Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. DETERMINATION OF MATERIALITY.

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee,

commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. DISQUALIFICATION.

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

F. CLAIM OF CONFLICT.

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. GIFTS AND FAVORS.

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

H. REPRESENTATION.

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. INDEPENDENT CONTRACTORS.

Before hiring any consultant, independent Contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. PROCEDURE.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. PENALTIES.

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. CONCURRENT OFFICES.

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. MEETINGS.

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards,

committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

SPECIFICATIONS FOR TRANSFER STATION HAULING SERVICES

1. **SCOPE OF WORK.** The work to be completed under this Contract shall consist of the pick-up of municipal solid waste, recyclables, and demolition waste from the Town of Southbury Transfer Station, located at 231 Kettletown Road, Southbury, CT 06488, transport of this material to designated disposal sites, and drop-off at such sites. The Contractor shall provide a road tractor of adequate size, horsepower and capacity to haul solid waste transfer trailers as needed. He shall also provide a sufficient number of such containers to assure that the Town's compactors are always furnished with a transfer trailer while other trailers are in transit. All such equipment shall be fully compatible with the Town's existing equipment. Specifications for the existing compactor at the Transfer Station are attached. The Contractor is also to provide containers for demolition material. The cost for use of the solid waste transfer trailers and demolition material containers shall be included in the unit cost of hauling. The Contractor shall also provide a roll-off transport vehicle to haul 30-40 CY roll-off containers containing single-stream recycling to the proper disposal sites. The Contractor shall provide an appropriately licensed driver for each vehicle and shall provide all labor, equipment, fuel, maintenance and supplies necessary for safe and reliable operation of these vehicles. All containers provided by the Contractor must be of the latest type, of a design suitable to each particular location and function, and constructed of aluminum unless otherwise specified by the Town. The containers must embody all the latest safety features and must be so maintained throughout the contract. All containers shall be cleaned as required to maintain sanitary conditions. The Contractor shall be responsible for repair of the containers if damaged by normal wear and tear or by any of the Contractor's operations. The Town of Southbury shall be responsible for repair of the containers if damaged by the Town's operations. Pickups will be made on an "as required" basis as determined by the Transfer Station Foreman, or per a schedule provided to the Contractor by the Director of Public Works or his designee. The Contractor will be notified no later than 3:00 p.m. for next day removal. Dumping of waste at designated disposal sites is based on a schedule set by the receiving facility. The Contractor shall ensure that a driver is available at all hours to transport waste. All pickups are to be made within a reasonable time period and in accordance with arrangements coordinated with the Transfer Station Foreman. It shall be the Contractor's responsibility, based on his best judgment, experience, particular expertise in solid waste disposal practices and specialized knowledge of matters related to the waste disposal industry, to approximate the tonnage of solid waste that will be contained in each container of the specified size hauled from Transfer Station site, and to project the time, labor and equipment that will be necessary to provide this service to the Town. He shall incorporate these projections into the computations of his bid price. There shall be no adjustments made to the Contractor's bid price on account of any variations between the actual quantities of solid waste material hauled and his projections.

2. **EQUIPMENT.** The Contractor shall comply with all Federal, State and Local laws and regulations pertaining to the operation of motor vehicles and equipment for the disposal of solid waste, recyclables, and demolition waste including Municipal Services Contract rules and regulations of receiving facilities and applicable local ordinances. All vehicles shall be equipped to comply with all State of Connecticut, Department of Transportation requirements regarding their operation in the State of Connecticut. If required to operate outside the State of Connecticut each vehicle shall comply fully with all Department of Transportation requirements regarding their operation in the State in which they are operating. All vehicles must be equipped with the required US DOT and state DOT lighting, reflectors and safety equipment and shall be operated and maintained in compliance with OSHA regulations. Every truck and vehicle used for pick-up and transport of solid waste, recyclables, and demolition waste shall be kept clean and well-painted on the outside; and shall be a uniform color scheme. Further each and every truck or vehicle shall be numbered. This marking shall be plainly displayed and exposed to public view on both sides and the rear of the vehicle. A Town permit shall be obtained by the Contractor for every truck or vehicle used for the pick-up and transport of solid waste, recyclables, and demolition waste. There will be no charge for these permits. Copies of all DOT licenses and certificates shall be submitted to the Town to obtain a Town permit. Contractors shall submit applications together with all supporting documentation for all necessary permits in accordance with applicable Sections of the Southbury Code of Ordinances. The Contractor shall maintain adequate spare vehicles as back-up in the event that a designated collection vehicle or vehicles become incapacitated. Prior to the execution of the contract, the Contractor shall furnish a complete vehicle list to the Director of Public Works including the following information: vehicle description, manufacturer and model number, VIN, marker plate, curb weight, vehicle registration, and operator name. In addition, the Contractor shall be required to provide an operators list to include operator's license number, type, date of renewal, a copy of the license and any insurance certificates.
3. **GOOD STANDING WITH TOWN.** The Contractor shall comply with the terms of the Town of Southbury's Solid Waste Ordinance and shall maintain its good standing during the terms of the Contract. If the Contractor is suspended or banned from dumping at the receiving facility for violation of the operating regulations applicable to the receiving facility, the Contractor shall promptly settle or cure any alleged violation and provide, at no additional charge, alternate transportation services that are capable of utilizing the designated receiving facility. Said alternate transportation services shall agree to meet the terms of this Contract. Such alternate arrangements shall require prior written permission from the Town but said permission shall not be unreasonably withheld. If the Contractor is unable to provide acceptable alternative collection services, the Town may suspend this Contract and may obtain another Contractor to provide temporary service until such time as the Contractor can resume normal service. The cost to the Town of said temporary service shall be deducted from the amounts due the Contractor under the terms of the

Contract. If the banning or suspension of the Contractor by the receiving facility becomes permanent or continues for a period of at least thirty (30) days, the Town may terminate the Contract and seek appropriate damages from the Contractor and call the Performance Bond.

4. **ADDITIONAL WORK.** The Town of Southbury may elect, at its sole discretion, to have the Contractor provide transportation and disposal of solid waste, recyclables, and demolition waste to other sites or to have the Contractor transport other waste products for recycling or disposal. The Town of Southbury may also elect, at its sole discretion, to have the Contractor provide additional containers for the collection, storage and transport of solid waste, recyclables, and demolition waste. If the Town elects to have the Contractor furnish this service, then he shall supply all containers and provide all labor, equipment, maintenance and supplies necessary for the safe and reliable operation of these containers. All containers must be of the latest type and be of a design suitable to each particular location and function. The containers must embody all the latest safety features and must be so maintained throughout the contract. All containers must be constructed of aluminum unless otherwise approved by the Director of Public Works or his designee.
5. **CONTRACT DURATION AND ANNUAL ADJUSTMENT OF PAY SCHEDULE.** The term of this Contract shall become effective upon execution and shall remain in effect until June 30, 2024. It may be continued for three (3) one year extensions upon mutual agreement of both parties at each anniversary year provided the requirements are met and provided the Contract is not terminated earlier pursuant to the terms of this Contract by the Town of Southbury. On July 1, 2024 and each July 1st thereafter, this Pay Schedule shall be adjusted for a twelve (12) month period until June 30th, of the succeeding year, provided that each fiscal year sufficient funds are appropriated in the Town of Southbury's Operating Budget to cover the cost of the Contract as quoted in the Bid Proposal for that fiscal year and further provided that the Contractor is not in violation of the terms of this Contract. Should sufficient funds not be appropriated for a contract year, the Contractor shall be notified in writing by not later than 60 days prior to the end of the current contract year.
6. **DISPOSAL SITES.** All Municipal Solid Waste materials shall be disposed of at a Facility designated by the Town of Southbury. Currently the designated facility for MSW is operated by Wheelabrator and located at 6 Howard Avenue, Bridgeport, CT, except as hereinafter provided. MSW may also be required to be disposed of at the facility operated by Covanta, located at 170 Enterprise Drive, Bristol, CT. All single stream recyclable materials shall be disposed of at the facility operated by Oak Ridge located at 90 Oliver Terrace in Shelton, CT, except as hereinafter provided. All demolition materials shall be disposed of at the facility operated by Oak Ridge located at 307 White Street in Danbury, CT except as hereinafter provided. In the event that the designated Facility is unable to take any solid waste, recyclables or demolition waste for any reason, including but not limited to the lack of capacity or inability to operate due to mechanical breakdown, shutdown, strike, weather etc., or notification of alternative arrangements for disposal which meets

State and Federal guidelines; then the Contractor shall haul such solid waste, recyclables or demolition waste to an alternate site as required and the Town shall establish a price adjustment for all appropriate and verifiable additional costs or savings. Other facilities may be required in the future. Additional mileage charges for each mile greater than the distance from the Town of Southbury's Transfer Station to a newly designated facility should also be bid. At the Town's discretion, in the event that a newly designated facility is a lesser distance from the Transfer Station than the previously designated facility, the additional mileage charge shall be multiplied by the distance reduced and subtracted from the hauling cost per ton for that particular waste stream to determine the new hauling cost, or by any other such method as the Town and Contractor may agree upon. The Town and Contractor may renegotiate the terms relating to charges within a reasonable time from notice of such change. Said negotiations shall be limited to this change only.

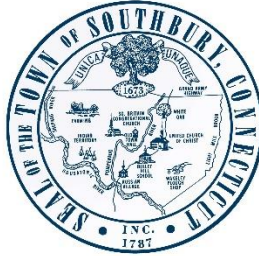
7. **PAYMENTS TO THE CONTRACTOR.** The Town shall pay the Contractor a unit price payment as established in the bid schedule for each ton hauled to the designated disposal site. The Town shall make no payment to the Contractor for the tipping fees at any facility or at any other disposal site. The Town will make direct payments to the facility operator for all tipping fees charged at the disposal sites.

**HAULING TONNAGE HISTORY
JULY 2021 – PRESENT**

Month	Municipal Solid Waste (tons)	Single-Stream Recycling (tons)	Demolition and Construction (tons)
July 2021	490.15	137.55	73.65
August 2021	470.57	122.71	67.66
September 2021	441.29	122.33	76.01
October 2021	425.49	133.18	82.62
November 2021	417.87	123.13	76.6
December 2021	418.65	127.95	59.19
January 2022	375.96	125.82	34.74
February 2022	342.92	99.77	43.66
March 2022	401.32	118.88	65.88
April 2022	394.36	100.94	67.82
May 2022	430.44	105.21	76.6
June 2022	478.25	108.5	85.01
July 2022	231.69	61.25	121.8
August 2022	245.19	59.82	123.03
September 2022	208.8	56.83	131.4
October 2022	236.03	56.74	102.16
November 2022	228.75	61.96	140.99
December 2022	274.856	78.6	79.74
January 2023	202.29	63.26	97.18
February 2023	170.33	49.15	103.16
March 2023	185.5	53.65	135.63

Note: Commercial haulers were prohibited from dumping at the Transfer Station effective 7/1/22

**BID PROPOSAL
TRANSFER STATION HAULING SERVICES
RFP 2023-010**



TO: Mr. Jeffrey Manville
First Selectman
501 Main Street South
Southbury, Connecticut 06488

PROPOSAL OF

Name of Company _____

Address _____

City, State, ZIP _____

Telephone _____

Email _____

PRICE SHEET
TRANSFER STATION HAULING SERVICES
RFP 2023-010

The bidder declares that he/she has visited the work site and thoroughly examined the existing site conditions, has thoroughly examined the specifications and all other bidding documents for the proposed work, dated May 5, 2023, and that, if his/her bid is accepted, he/she will contract with the Town to furnish all labor, equipment and required material and to perform all the work required by the Town of Southbury as directed and as stipulated in the specifications, and that he/she will take in full payment therefore, the unit price applicable to each item of the work as stated in the following schedule:

IN FIGURES

IN WORDS

1. Hauling of municipal solid waste to the Bridgeport facility using 3 closed trailers with live floors provided by Contractor
Estimated quantity: 2,860 tons per annum

\$ _____ per ton \$ _____ per ton

2. Hauling of municipal solid waste to the Bridgeport facility (if required) using 3 50 CY open-top trailers provided by Contractor
Estimated quantity: 2,860 tons per annum

\$ _____ per ton \$ _____ per ton

3. Hauling of municipal solid waste to the Bristol facility (if required) using 3 closed trailers with live floors provided by Contractor
Estimated quantity: 2,860 tons per annum

\$ _____ per ton \$ _____ per ton

4. Hauling of municipal solid waste to the Bristol facility (if required) using 3 50 CY open-top trailers provided by Contractor
Estimated quantity: 2,860 tons per annum

\$ _____ per ton \$ _____ per ton

5. Hauling of single-stream recycling to the Shelton facility using 30 or 35 CY roll-off containers provided by Town
Estimated quantity: 780 tons per annum

\$ _____ per ton \$ _____ per ton

6. Hauling of single-stream recycling to the Danbury facility (if required) using 30 or 35 CY roll-off containers provided by Town
Estimated quantity: 780 tons per annum

\$ _____ per ton \$ _____ per ton

7. Hauling of demolition material to the Danbury facility using roll-off containers provided by Contractor
Estimated quantity: 1,560 tons per annum

\$ _____ per ton \$ _____ per ton

8. Rental of 40 CY roll-off container with fabric cover

\$ _____ per month \$ _____ per month

9. Each mile of overhaul beyond the distance to the designated site, should an alternate site be required

\$ _____ per mile \$ _____ per mile

OPTIONAL: Bidders are invited to give pricing for the combined cost of hauling and disposal of waste at a CT DEEP-approved facility. Please indicate material, disposal site, and total cost per ton below or on a separate sheet.

EXCEPTIONS: All bidders must list below or on a separate sheet any and all exceptions to the specifications:

RECEIPT OF ADDENDUM

SIGNATURE

DATE

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The Bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

It is understood that the various unit prices bid will control in any purchase which may result from the Proposal and that the estimated quantities above are approximate only and used only for the comparison of bids. Actual quantities purchased shall be based solely on the needs of the Town. The Town of Southbury reserves the right to add or delete work at its sole discretion.

Legal Company Name _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

City, State and Zip Code _____

Telephone Number _____

Email _____

Date _____

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

Date _____

NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

ORDINANCE RECEIVED BY

Print Name _____

Signature _____

Date _____

REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. The Bidder has been in business for _____ years.
2. List three (3) projects of similar nature to the project described herein that the Bidder has completed. Include the name of entity, address, contact person, email, and telephone number of a reference for each project.

a. Name _____

Address _____

Contact _____

Email _____

Phone _____

b. Name _____

Address _____

Contact _____

Email _____

Phone _____

c. Name _____

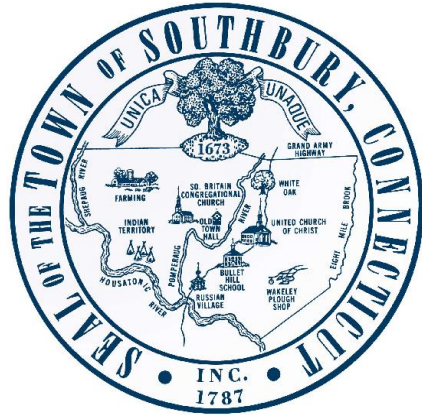
Address _____

Contact _____

Email _____

Phone _____

CONTRACT



FORM OF AGREEMENT TRANSFER STATION HAULING SERVICES RFP 2023-010

**TOWN OF SOUTHBURY
DEPARTMENT OF PUBLIC WORKS
501 MAIN STREET SOUTH
SOUTHBURY, CT 06488**

NOTICE OF AWARD

Issued to: _____

Company Name

Project Title: **TRANSFER STATION HAULING SERVICES**

In response to your Bid opened on May 30, 2023, for the above described work, you are hereby notified that your Bid has been accepted for the unit prices quoted.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractors Performance Bond, Certificates of Insurance and other required documents within five (5) working days from the date of this Notice to you.

If you fail to execute said Agreement within five (5) working days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____
Date Month Year

By _____
First Selectman Signature First Selectman Printed Name

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Company Name

This _____ day of _____, _____
Date Month Year

By _____
Printed Name Signature Title

FORM OF AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____ by and between _____, organized and existing under the laws of the state of Connecticut, having its principal place of business at _____, acting by _____, President, (hereinafter called the "Contractor" or "Hauler," and the Town of Southbury (hereinafter called the "Town").

WITNESSETH, that the Contractor and the Town for considerations stated herein, mutually agree as follows:

ARTICLE 1. DEFINITIONS. As hereinafter used, the following terms shall have respectively the following meanings:

- A. Solid Waste: any unwanted or discarded materials, including solid, liquid, semisolid, or contained gaseous material, but not including "hazardous waste" as defined in Section 22a-115 of the Connecticut General Statutes.
- B. Transfer Station or Station: the solid waste transfer station owned by the Town of Southbury located at 231 Kettletown Road, Southbury, Connecticut, at the present site of the Town Landfill or such other site as the Town may designate.
- C. Designated Disposal Site: the Waste to Energy Facility for Municipal Solid Waste (MSW) located at 6 Howard Avenue, Bridgeport, Connecticut operated by Wheelabrator, or the facility operated by Covanta, located at 170 Enterprise Drive, Bristol, CT; the Recycling Facility for Single Stream (SS) Recycling located at 90 Oliver Terrace in Shelton, Connecticut operated by Oak Ridge; the Volume Reduction Facility for Construction and Demolition Debris (C&D) located at 307 White Street in Danbury, Connecticut operated by Oak Ridge, or such other site as the Town may designate by order of the First Selectman.

ARTICLE 2. TERM. The term of this Contract is approximately one (1) year with up to three (3) one year extensions, commencing on or about June 25, 2023, or such earlier or later date as the parties may hereafter agree, provided that the Town shall have the right to cancel the Contract evidenced by this agreement, with cause, upon five (5) days written notice, or without cause, upon sixty (60) days written notice which may be given at any time.

ARTICLE 3. HAULER'S SERVICES. Hauler shall receive Solid Waste deposited at a Town designated Station and haul said waste to and unload it at the Designated Disposal Site. Hauler will be responsible for providing all labor, vehicles, equipment, and materials necessary to perform its hauling services. In addition, Hauler will be responsible for registering all its vehicles to be used with the receiving facility, to obtain necessary permits and insurance, and to pay related fees for trailers or roll-offs as well as tractors and other vehicles used for hauling under this Contract.

ARTICLE 4. CONTRACT PRICES. The following schedule of prices/compensation shall be in effect from the execution of this contract through June 30, 2024:

1. Hauling of municipal solid waste to the Bridgeport facility using 3 closed trailers with live floors provided by Contractor: \$_____ per ton
2. Hauling of municipal solid waste to the Bridgeport facility (if required) using 3 50 CY open-top trailers provided by Contractor: \$_____ per ton
3. Hauling of municipal solid waste to the Bristol facility (if required) using 3 closed trailers with live floors provided by Contractor: \$_____ per ton
4. Hauling of municipal solid waste to the Bristol facility (if required) using 3 50 CY open-top trailers provided by Contractor: \$_____ per ton
5. Hauling of single-stream recycling to the Shelton facility using 30 or 35 CY roll-off containers provided by Town: \$_____ per ton
6. Hauling of single-stream recycling to the Danbury facility (if required) using 30 or 35 CY roll-off containers provided by Town: \$_____ per ton
7. Hauling of demolition material to the Danbury facility using roll-off containers provided by Contractor: \$_____ per ton
8. Rental of 40 CY roll-off container with fabric cover: \$_____ per month
9. Each mile of overhaul beyond the distance to the designated site, should an alternate site be required: \$_____ per mile

The price per ton shall increase or decrease beginning July 1, 2024 and every twelve months from that date (the Adjustment Date) throughout the term of the agreement. After each Adjustment Date the rate for each ton hauled in the twelve months thereafter shall be increased or decreased so that the applicable price per unit shall be the price per unit for the previous twelve months, plus or minus a percentage thereof, which percentage shall be the lesser of:

- A. Two percent (2%);
- B. The percentage increase or decrease in the cost of living in the National Consumer Price Index for Urban Consumers ("CPI-U") published by the Bureau of Labor Statistics of the United States Department of Labor between April of the previous year and April of the current year. The percentage increase or decrease in the CPI for the Adjustment Date shall be determined as follows: The previous year April CPI number shall be the base index number and the current April CPI number shall be the current index number. The current index number shall be divided by the base index number. From the quotient thereof shall

be subtracted the integer of one, and the resulting number shall be multiplied by 100 to determine the percentage increase or decrease in hauling rates per ton.; or

- C. The lowest price any Town within a 15 mile radius of the Town of Southbury is paying per ton for haulage of similar solid waste by a commercial hauler to transport such matter to the same Disposal Site.

ARTICLE 5. INDEMNIFICATION. The Hauler shall indemnify and save the Town harmless against the cost, including reasonable attorney's fees, of all claims, judgments, and suits of any nature which may arise in connection with its performance or nonperformance of its duties/work under the Contract, including hauling and disposal of Solid Waste and compliance with State and Federal laws. The Hauler shall provide vehicle (including trailers) liability insurance in the amount of \$2,000,000.00 per accident with the Town named as an insured. The Hauler shall deliver to the Town satisfactory evidence that such insurance is in full force and effect for the length of the Contract.

ARTICLE 6. COMPLIANCE WITH LAW. For the term of this Contract, the Hauler agrees to haul the Solid Waste from the Station to the Designated Disposal Site in conformance with rules and regulations of the Department of Energy and Environmental Protection ("DEEP"), and with any other applicable Federal, State, and local laws or regulations.

ARTICLE 7. OPERATION OF TRANSFER STATION. The Town will own, operate, and maintain the Station throughout the term hereof. The Station will be open during daytime working hours, Tuesday through Saturday of each week, except that it will be closed on legal holidays, provided that the Town may change the days of operation of the station on ten (10) days' notice to the Hauler. During all hours of operation an attendant employed by the Town will be present and will supervise the deposit of Solid Waste at the Station. The loading of the Hauler's trailers and containers at the Station shall be the responsibility of the Town.

ARTICLE 8. PAYMENT. Payment for all Contract services set forth herein will be made to Hauler by the Town. Payments will be made to Hauler monthly, within thirty (30) days of receipt of Hauler's invoice.

ARTICLE 9. BOND. Upon the execution of the Contract, the Hauler shall furnish a Performance Bond or Standby Letter of Credit in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) securing the faithful performance of all services under this Contract and obligating the Surety for any and all additional costs to the Town resulting from the Contractor's nonperformance. The bond or letter of credit shall be in form and content acceptable to the Town's legal counsel.

ARTICLE 10. DAYS AND STANDARDS OF OPERATION. The Hauler shall haul and dispose of all Solid Waste accumulated at the Station by regular daily pick-up service, Tuesday through Saturday of each week, except that the Station will be closed on Sundays, Mondays, and legal holidays. The Hauler shall haul the Southbury Solid Waste a sufficient number of times per week to prevent the unreasonable accumulation, as determined by the Town, of Solid Waste and debris at the Station and to insure that all Solid Waste at the Station can be hauled and disposed of in a sanitary and orderly fashion in accordance with all applicable laws and regulations of the DEEP and other applicable laws or regulations, Federal, State, or local. Hauler may have access to the Station during non-regular hours for the sole purpose of removing or returning trailers and containers as agreed upon by the Director of Public Works. Hauler shall provide containers for C&D material and a sufficient number of trailers to carry out the services required by this Contract. At any one time, at least three (3) of such trailers shall be positioned at the Station so that at all times one trailer is at the compactor to receive waste and two trailers are in waiting. If open trailers are also used to receive MSW, at least three (3) of such trailers shall be positioned at the Station so that at all times one trailer is in use and two trailers are in waiting. Trailers, tractor trucks, and containers shall be provided by Hauler to transport the Solid Waste from the Station to the Disposal Site. Loading of trailers shall be the responsibility of the Town. Town personnel will move the trailers as necessary within the Transfer Station. No Solid Waste shall be transported to any site other than a designated Disposal Site without the consent of the Town.

ARTICLE 11. WEIGHING. Weight tickets shall be provided for each invoiced charge to the Town. Tickets shall be of a "machine printed" type. No handwritten tickets will be accepted. Weighing shall be made on a certified scale. Tare weights for all vehicles and containers shall be obtained as many times as the Town may require within the life of the Contract.

ARTICLE 12. BREACH, NO WAIVER. In the event of Hauler's breach of this Contract, Hauler shall be liable in damages to the Town, including reasonable attorney's fees and costs incurred by the Town to enforce the provisions of this Contract. Town's failure to enforce any term or condition of this Contract shall not be construed as a waiver of such term or condition or of any other term or condition of this Contract.

ARTICLE 13. NO SUBLET OR SUBCONTRACT. No obligations of the Hauler under this Contract may be sublet or subcontracted without the prior written consent of the Town.

ARTICLE 14. NON-ASSIGNMENT. No rights of any party hereunder shall be assigned without written consent of the other parties hereto.

ARTICLE 15. DESIGNATION OF DISPOSAL SITE. The Town shall have the right at any time to designate the location of the Solid Waste Designated Disposal Sites.

ARTICLE 16. CONTINGENCIES. This Contract is contingent upon the approval of this Contract by all necessary State departments and agencies. Payment to Hauler pursuant to this Contract is contingent upon budgetary appropriation by the Town of Southbury.

ARTICLE 17. HAULAGE SECOND SOURCING. The Town has the right to obtain a secondary or substitute hauler in the event Hauler fails to perform his duties in a diligent and responsible manner, as determined by the Town, or periodically causes a delay at the transfer site or Designated Disposal Site due to Hauler's equipment or employees' inability to properly and efficiently perform the services for which he was contracted.

ARTICLE 18. THE CONTRACT. The terms, conditions and obligations of the Contractor as set forth in the Specifications and Bid Documents are incorporated by reference. The executed Contract Documents shall consist of the following. These constitute the entire understanding and agreement between the parties:

- A. This Form of Agreement and required contract forms
- B. Invitation to Bid
- C. Instructions for Bidders
- D. Signed copy of the bid proposal and all attachments required for bidding
- E. General Conditions
- F. Special Provisions
- G. Specifications
- H. Code of Ethics/Conflict of Interest Ordinance
- I. Certificate of Insurance

THIS AGREEMENT, together with other documents enumerated in ARTICLE 18, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, form the Contract between the parties hereto.

THIS AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

THIS AGREEMENT may only be modified, amended, supplemented or canceled by a duly written instrument signed by both parties.

THIS AGREEMENT, shall be deemed to include all terms and requirements imposed by law including, but not limited to, all applicable provisions of the State of Connecticut for the performance of the work on the project. In the event of any inconsistencies between applicable general laws and the Contract Documents, the applicable general laws shall prevail. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Connecticut. Neither party shall be deemed to be the author of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day of the year first above written.

ATTEST:

Contractor Signature

Contractor Printed Name

First Selectman Signature

First Selectman Printed Name

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a
_____ (corporation/partnership/individual), hereinafter called
“Principal,” and _____, of _____, State of
_____, hereinafter called the “Surety,” are held firmly bound unto the Town
of Southbury, Connecticut 06488, hereinafter called the “Town,” in the penal sum of One
Hundred Fifty Thousand Dollars (\$150,000.00) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Town, dated the _____
day of _____, _____, a copy of which is hereto attached and made a part
hereof for Transfer Station Hauling Services.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of said Contract during
original term thereof, and any extensions thereof which may be granted by the Town, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
Contract, and shall fully indemnify and save harmless the Town from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all
outlay and expense which the Town may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, _____.

Note: Date of bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

ATTEST:

Principal

By

Address, City, State, ZIP

Witness as to Principal

Address, City, State, ZIP

Seal

ATTEST:

Surety

By (attorney-in-fact)

Address, City, State, ZIP

Witness as to Surety

Address, City, State, ZIP

Seal

NOTICE TO PROCEED

Date: _____

To: _____
Company Name

Project Title: **TRANSFER STATION HAULING SERVICES**

You are hereby notified to commence work in accordance with the Agreement dated
_____ on or before _____, and
you are to complete the work as indicated in the Form of Agreement.

By _____
First Selectman Signature First Selectman Printed Name

ACCEPTANCE OF NOTICE

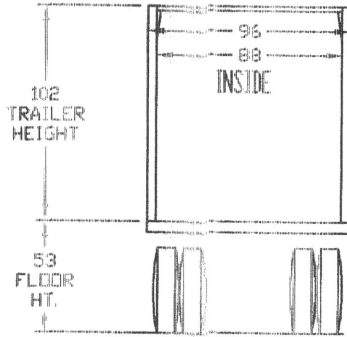
Receipt of the above Notice to Proceed is hereby acknowledged by

Company Name

This _____ day of _____, _____
Date Month Year

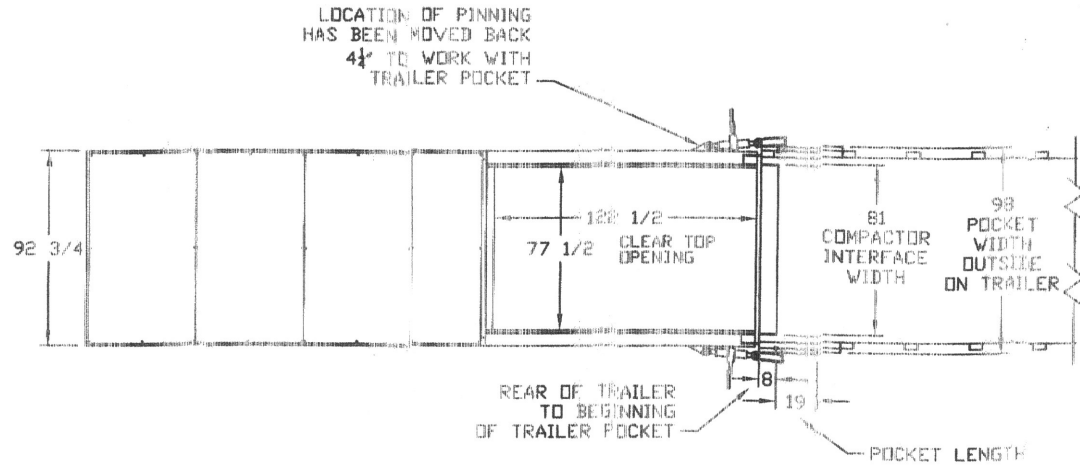
By _____
Printed Name Signature Title

TRANSFER TRAILER

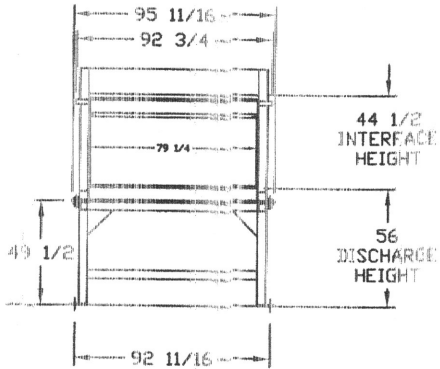


- EQUIPMENT REQUIRED
- 1) M-1050XW HORIZONTAL COMPACTOR
 - 2) STANDARD RATCHET CLAW WITH SPECIAL PINNING PLATE LOCATION.
 - 3) STAND TO ELEVATE COMPACTOR.

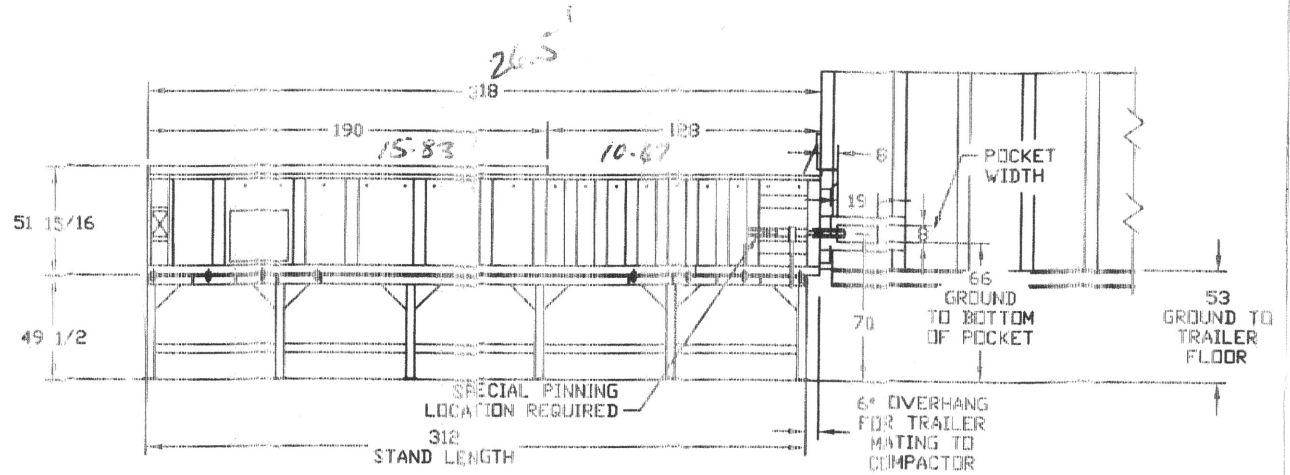
NOTE: TRAILER DIMENSIONS MUST BE VERIFIED TO ENSURE PROPER MATING OF COMPACTOR.



TOP VIEW



FRONT VIEW COMPACTOR & STAND



SIDE VIEW

HYDRAULIC OIL

ALL POWER UNITS 50 HP AND ABOVE SHIP WITHOUT HYDRAULIC FLUID. IT IS THE SOLE RESPONSIBILITY OF THE PURCHASER AND/OR END-USER OF THIS EQUIPMENT TO PROVIDE THE REQUIRED HYDRAULIC FLUID. See the Operator Manual for the unit for acceptable hydraulic fluids. The USG label shows the hydraulic oil capacity for the power units offered with various sales configuration machines.

50 HP=60 GALLON
 75 HP=80 GALLON
 100 HP=100 GALLON
 150 HP=150 GALLON
 200 HP=200 GALLON

MARATHON'S SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE IN ORDER TO ACCOMMODATE IMPROVEMENTS TO THE EQUIPMENT.

COPYRIGHT © 2005 MARATHON EQUIPMENT COMPANY

APPROVED - MANUFACTURING MAY PROCEED.
 APPROVED, EXCEPT AS NOTED - RESUBMIT DRAWING, MANUFACTURING MAY PROCEED.
 NOT APPROVED - CORRECT DRAWING AS NOTED AND RESUBMIT.

APPROVED BY: _____
 COMPANY: _____
 DATE: _____
 WEIGHT CAPACITY: _____
 CYCLES PER DAY: _____

NOTE: APPROVED COPY OF THIS DRAWING MUST BE RECEIVED TO BEGIN MANUFACTURE OF UNIT.

TITLE:
 M-1050XW ON PLATFORM WITH STANDARD RATCHET CLAW HOOKUP.



DR. BS
 CK. APP.
 DATE: 2/20/06
 SCALE: 3/8"=1'
 TOL:
 DRAWING NO.
 \$1668