



**INVITATION TO BID**  
**TO PROVIDE TRANSFER STATION HAULING SERVICES**

April 12, 2023

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LEGAL NOTICE

TOWN OF CANTON, CONNECTICUT

INVITATION FOR BID  
TRANSFER STATION HAULING SERVICES

April 12, 2023

The Town of Canton, through its Chief Administrative Officer (“CAO”), is seeking bids for transfer station refuse hauling. 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 time on May 10, 2023, 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.

A voluntary pre-bid meeting will be held on April 26, 2023, in the Conference Room, Canton Department of Public Works, 50 River Road Collinsville, CT at 10:00 am local time.

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

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.

Robert Skinner  
Chief Administrative Officer

## INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

The Town of Canton (the “Town”) is soliciting bids for transfer station refuse hauling. This Invitation is not a contract offer.

The scope of this Invitation is described more particularly in the Technical Specifications that are a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. **Bidders may not contact any Town employee or official concerning this Invitation other than the Town representative set forth in Section 9, below. A bidder’s failure to comply with this requirement may result in disqualification.**

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

### 2. KEY DATES

Invitation to Bid issued: April 12, 2023

Voluntary Pre-bid Meeting: April 26, 2023 @ 10:00 am

Bid Opening: May 10, 2023 @ 2:00 pm

Notice of Conditional Award of Award: June 1, 2023

Contract Execution: July 1, 2023

### 3. CONTRACT TERM

The Contract shall be for an initial term of sixty (60) months ending on June 30, 2028. There is presently a vendor under contract with the Town to provide refuse hauling for MSW, single-stream recyclables, and bulky waste transportation until June 30, 2023.

The parties may agree to extend the proposed Contract of this Invitation for Bid by agreement in writing of both parties.

### 4. FUNDING CONTINGENCY

This Invitation provides for a multi-year Contract. Funding for the first full year of the contract commencing July 1, 2023, and any extension of the Contract term 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.

#### 5. OTHER CONTINGENCIES

The existing agreement with the Murphy Road Recycling, LLC for accepting solid waste and recyclables from the Town of Canton expires on June 30, 2027. The existing agreement with CWPM, LLC for accepting bulky waste expires on September 16, 2025. The receiving facilities identified as part of this bid for disposal of solid waste, recyclables and bulky waste may or may not change at the expiration date of these contracts. The unit price per container delivered to the receiving facility included in the Bid Form under this bid will be prorated up or down accordingly based on haul mileage if the locations of these receiving facilities change.

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.

#### 6. OBTAINING BID PACKAGE

The Invitation for Bid package may be obtained at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Bids & RFPs."

#### 7. BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first 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.

#### 8. 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. Bidders should note this provision because, if conditions make it necessary for the estimated quantities of loads transported to change, no limit shall be fixed for such increased or decreased quantities, nor extra compensation allowed.

#### 9. QUESTIONS

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be via e-mail only and directed 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.

#### 10. ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing any changes or clarifications to the Invitation. 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 "Bids & RFPs." 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.

#### 11. 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.

#### 12. OWNERSHIP OF BIDS

All bids submitted become property of the Town.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

## 17. BID SECURITY

Each bid must be accompanied by bid security in the amount equal to at least TEN PERCENT (10%) of the bid amount for the first year. The bid security shall be in the form either of the bidder's certified check or of a bid bond. The bid bond shall be prepared in the form of the Bid Bond made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570 rated A+ (Superior) by A.M. Best Company. The Town may accept a certified check equal to at least TEN PERCENT (10%) of the bid amount.

In lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of bid security shall be grounds for the Town to reject the bid.

The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within TEN (10) business days of written notification of award, unless the Town otherwise agrees in writing, shall forfeit to the Town the bid security.

If the successful bidder has previously failed to execute and deliver a contract on a prior bid awarded by the Town, such bidder shall have TEN (10) business days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the successful bid and the next lowest, complete, and responsive bid. Such cash bond shall be forfeited in its entirety in the event the successful bidder fails to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within TEN (10) business days of written notification of award, unless the Town otherwise agrees in writing.

The Town shall consider a bidder's failure to provide the required bid security as an incomplete and unresponsive bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this Invitation and the provision of all other required documents, the Town shall release the bid security to all other bidders.

## 18. 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.

#### 19. FAMILIARITY WITH CONTRACTS

The bidder should be aware that the Town of Canton presently has contracts in place with the following receiving facilities that accept household trash (MSW), bulky waste and recycled materials from the Town. All MSW, bulky waste and recycled materials are to be delivered to these receiving facilities by the selected bidder. The selected bidder will need to acknowledge as part of an executed contract with the Town and that the bidder has reviewed and is familiar with those contracts and agrees to be bound by all the terms and conditions of those contracts. These contracts are available for review at the office of the Chief Administrative Officer, 4 Market Street, Collinsville, CT. The location of these facilities is subject to change during the duration of this contract.

The receiving facilities are as follows:

Murphy Road Recycling, LLC, Hartford, CT - household trash (MSW)

Murphy Road Recycling, LLC, Berlin, CT – single stream recyclable materials

CWPM, LLC, Berlin, CT – bulky waste materials

#### 20. 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.

#### 21. 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 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.

## 22. 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.

## 23. 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 "Bids & RFPs."

The Bid Awarded and Contract Execution dates in Section 2's Key Dates are anticipated, not certain, dates.

#### 24. 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.

#### 25. 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.

#### 26. W-9 FORM

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

#### 27. 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.

#### 28. 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.

#### 29. 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.

#### 30. 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.

#### 31. 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.

#### 32. LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit. The successful bidder shall demonstrate, prior to Contract execution, that it is a licensed hauler with the Murphy Road Recycling, LLC. Failure to

demonstrate such licensure shall be grounds for rejection of the bid and forfeiture of the bid security.

The successful bidder shall obtain a permit from the Canton Board of Selectmen to collect and transport refuse in accordance with local ordinance prior to Contract execution.

### 33. SECURITY: PERFORMANCE, AND PAYMENT

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for the first Contract year, which security shall be for both the satisfactory performance of the work and for all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570, in a company or companies with an A.M. Best rating of A- (VII) or better. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

### 34. 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.

### 35. 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.

### 36. SUPPLIER DIVERSITY (SET-ASIDE-GOALS)

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



\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut § § 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Printed Name)

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Commission of the Superior Court  
Or Notary Public

\_\_\_\_\_  
Commission Expiration Date

END OF INSTRUCTIONS TO BIDDERS

TECHNICAL SPECIFICATION NO. 1  
EQUIPMENT & OPERATIONS

1. DESCRIPTION OF THE WORK

Work under this technical specification consists of the bidder's furnishing, moving, rearranging, placing, and maintaining containers for the various items to be collected from the Canton Transfer Station (the "Transfer Station") and to be transported to the various disposal points.

2. CONTAINERS

The bidder shall supply, own, and maintain the open top, closed top, compaction equipment, and other special containers required for the collection of the various items at the Transfer Station.

The containers shall be designed for heavy duty use. Containers shall be kept clean, properly maintained, properly marked as to owner/operator, and well painted.

The Town will provide a suitable reinforced concrete equipment pad and a power source in close proximity to the compaction containers listed below. There are presently pads and electrical power for two (2) MSW compaction containers and pads and electrical power for two (2) single stream recycling compaction containers.

The bidder shall provide, at its sole cost and expense, a site for storage of reserve containers and other equipment when they are not at the Transfer Station. The site, if it is within the Town, shall conform to all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut, and the Town.

The minimum number of containers that will be required to be supplied by the contractor for active use on-site are as follows:

Household Trash (MSW)	Two (2) - 50 cubic yard containers with an electrically operated compatible 3-yard compactor with photoelectric cycle control.
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Single-Stream Recyclables	Two (2) - 50 cubic yard containers with an electrically operated compatible 3-yard compactor with photoelectric cycle control.
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Bulky Waste	Two (2) - 40 cubic yard containers
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The bidder will be required to install all containers and compaction equipment required under the contract during a two-day period when the Transfer Station will be closed. The

two-day period will begin on Sunday, July 2, 2023, and all equipment shall be fully operational at the close of business on Monday July 3, 2023. This work shall include obtaining a building permit in advance and completing electrical connections from the power source to the compaction equipment. The selected vendor is required to begin the coordination required to complete the installation of the equipment no later than 14 days after execution of the contract.

The bidder shall demonstrate that it has a sufficient number of reserve containers such that, when a container is removed from the Transfer Station, an empty container of the same size and type shall be dropped off as a replacement.

The bidder shall provide additional empty containers, as may be required for the various items collected, on an on-call basis during the operating hours of the Transfer Station. Such containers shall be provided within twenty-four (24) hours of the request by Transfer Station operating staff.

The containers shall be marked with the owner/operator's name and the receiving facility's box number if required.

**3. OPERATIONS ON-SITE**

Hours of operation at the Transfer Station are:

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>Closed</b>	<b>Closed</b>	<b>7am-3pm</b>	<b>Closed</b>	<b>7am-3pm (Sept 16- April 14)</b>  <b>11am-7pm (April 15- Sept 15)</b>	<b>Closed</b>	<b>7am-3pm</b>
<b>The Transfer Station is also closed on Holidays.</b>						

The Town reserves the right to alter the working days and hours of the Transfer Station upon 48 hours prior notice to the bidder. Work at other hours or on Sunday, closed days or legal holidays is prohibited except as follows:

- a. Emergency operation to protect life and property, with or without the permission of the Town's Director of Public Works.
- b. With the prior written permission of the Town's Director of Public Works.

Each disposal facility establishes its own hours of operations. The bidder shall arrange its working hours in such a manner that there is a minimum disturbance of the Transfer Station operation.

Transfer Station staff may, to the extent possible without disrupting operations, assist the successful bidder's personnel in closing off areas to public access during transfer operations, assist in the spotting of containers, and like duties as may be approved by the Town's Director of Public Works.

Each bidder acknowledges that the materials currently collected, and methods used at the Transfer Station may change over the term of the Contract to reflect changing needs of the community and the requirements of federal and state laws.

#### 4. BASIS OF PAYMENT

There shall be no payment for work under this technical specification, which sum shall be included under the lump sum and unit prices in the Bid Form.

END OF TECHNICAL SPECIFICATION NO. 1

TECHNICAL SPECIFICATION NO. 2

TRANSPORTATION OF CONTAINERS

1. DESCRIPTION OF THE WORK

Work under this technical specification shall consist of the bidder’s transportation of containers for the various items collected from the Transfer Station to the various disposal points. The work shall include loading and unloading the containers as may be required by the disposal facility.

2. TRANSPORTATION OPERATIONS

The bidder shall provide for the removal and replacement of containers such that, when the Transfer Station is open to the public, there shall be an adequate supply of empty containers to operate the Transfer Station.

The scheduling of the pickup and transportation of the containers shall be coordinated with the days and hours of operation of the various facilities that will receive the materials collected at the Transfer Station. It should be noted that the various facilities have different days and hours of operation.

Hours of operation at the Transfer Station are:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Closed	Closed	7am-3pm	Closed	7am-3pm (Sept 16- April 14)  11am-7pm (April 15- Sept 15)	Closed	7am-3pm

**The Transfer Station is also closed on Holidays.**

The Town reserves the right to alter the working days and hours of the Transfer Station upon giving the bidder 48 hours prior notice. Work at other hours or on Sunday, closed days or legal holidays is prohibited except as follows:

- a. Emergency operation to protect life and property, with or without the permission of the Town’s Director of Public Works.
- b. With the prior written permission of the Town’s Director of Public Works.

Each disposal facility establishes its own hours of operations. The bidder shall arrange its working hours in such a manner that there is a minimum disturbance of the Transfer Station operation.

The bidder shall not allow full containers to remain on-site longer than 48 hours without the Town's written authorization.

### 3. TRUCKS

The bidder shall have available a sufficient number of trucks of the type and capacity specifically designed to load, unload, and transport loaded containers from the Transfer Station to the disposal sites.

The containers shall be loaded and secured to the truck such that collected material shall not leak, fall, spill, or blow off during transportation.

Trucks shall be properly marked in accordance with Connecticut Department of Motor Vehicles ("CT DMV") and United States Department of Transportation requirements as to weights, owner/operator, etc. Required operating and safety equipment shall be mounted and fully operational when the truck is in operation. Trucks shall be kept clean, neatly painted, properly maintained and in repair, and display all required permits, licenses, and other identifying stickers, etc. as may be required to operate on public roads in the State of Connecticut.

The Town reserves the right to prohibit any truck that is, in the Town's sole opinion, unsafe from doing any work under the Contract. No truck, so judged by the Town, shall be utilized in fulfilling Contract obligations until repaired, inspected, and certified safe to operate by a mechanic licensed by the CT DMV.

### 4. BIDDER'S OPERATING PERSONNEL

The bidder shall employ such number of persons as may be required to fulfill its obligations under the Contract. Such persons shall possess a valid Connecticut Commercial Driver's License issued by the CT DMV for the class and type of truck to be operated.

### 5. TOWN PERMIT

The bidder shall obtain a permit from the Canton Board of Selectmen to collect and transport refuse in accordance with local ordinance prior to Contract execution.

### 6. MATERIALS TO BE TRANSPORTED

The tonnages of the various materials are subject to change and the data provided in the Invitation reflect what has happened in the past; there are no guarantees as to what will happen in the future.

The bidder's methods of transportation and handling shall be governed by the disposal facility's requirements.

Currently, there are three (3) types of materials to be transported from the Transfer Station to various disposal facilities. The number and type of materials to be transported may change over the term of the Contract depending upon the actions of the Canton Board of Selectmen, the State of Connecticut, and the United States of America. The three types of materials are as follows:

c. Municipal Solid Waste or Household Refuse: This material is generally considered as trash or garbage and is currently disposed of at Murphy Road Recycling, LLC, in Hartford, Connecticut.

d. Single-Stream Recyclables: This material currently consists of corrugated cardboard, office paper, metal cans, glass bottles, #1 thru #7 plastic bottles, and newspaper, mixed wastepaper including so called "junk mail," books, and other paper products. The material is currently disposed of at Murphy Road Recycling, LLC, in Berlin, Connecticut.

Bulky Waste: This material currently consists of wood, plaster, roofing materials, wallboard, carpeting, insulation, siding, packaging, foam padding, furniture, and furnishings. The material is currently disposed of at the CWPM, LLC, Berlin, Connecticut.

#### 7. BASIS OF PAYMENT

Payment for this work shall be at the lump sum and unit prices bid in the Bid Form. The prices bid shall reflect all costs associate with vehicles, transportation, containers, materials, equipment, tools, labor, supervision, overhead, profit, and other incidental items required to complete the work.

END OF TECHNICAL SPECIFICATION NO. 2

TECHNICAL SPECIFICATION NO. 3

WASTE TONNAGE AND VOLUME

The following information, based upon past experience with the current operating systems, is provided to assist the bidder in determining equipment needs for the Contract. While every effort has been made to ensure that the information is accurate and complete, no warranty is made.

The (12) month period for the fiscal year 2021-2022 (July 1, 2021-June 30, 2022) is as follows.

Each bidder is warned to use its own judgment when examining the data for determining equipment and personnel needs.

FY 2021-2022

Municipal Solid Waste or Household Refuse	920 tons
Recyclables	308 tons
Bulky Waste	408 tons

1. Basis of Payment

There shall be no payment for work under this technical specification, which sum shall be included under the lump sum and unit prices in the Bid Form.

END OF TECHNICAL SPECIFICATION NO. 3

## TECHNICAL SPECIFICATION NO. 4

### REIMBURSEMENT

#### 1. DESCRIPTION OF THE WORK

The bidder shall track each container being picked up, transported, and having its contents discharged at a disposal facility. The bidder shall report its activities on a daily basis to Transfer Station staff.

#### 2. PROCEDURE

The Transfer Station staff will authorize the bidder to transport the load to the disposal facility shall be the means upon which the per container payment shall be based.

The bid price per container delivered to the receiving facility multiplied by the number of containers delivered will determine the bidder's payment. The total of each bid item shall be computed in like manner and shall constitute the monies due the bidder for a given monthly period.

#### 3. AUTHORIZATION OF LOAD SLIPS

The bidder will supply to the town the following:

- a) The authorized disposal facility's name and weight slip number or other reference.
- b) A weight slip with bidder's name, truck identification number, container number or other permanent identification number.
- c) The approximate volume of the load.
- d) The type of material in the container.
- e) Date the container was authorized for transportation
- f) Such other information as may be mutually agreed to be included on the weight slip.

Once per month. The Director of Public Works shall make a match of the disposal facility weight slips to determine which container loads qualify for payment of the transportation cost. Only those container loads that are documented by a weight slip shall be authorized for payment by the Director of Public Works.

Weight slips and tickets that are received after the close of the monthly payment period shall be credited to the successful bidder's next monthly payment.

4. SEPARATE ACCOUNTS

The Town will establish accounts at each of the disposal facilities and provide payment of tip fees associated with this hauling contract in the name of the Town. The Contractor should establish separate and distinct accounts with the disposal facilities for work not related to this contract.

5. BASIS OF PAYMENT

There shall be no payment for work under this technical specification, which sum shall be included under the lump sum and unit prices in the Bid Form.

END OF TECHNICAL SPECIFICATION NO. 4

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned bidder, having fully informed himself/herself 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.

\_\_\_\_\_  
 Legal Name of Bidder

\_\_\_\_\_  
 (signature)  
 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 )  
 ) ss:  
County of Hartford )

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 )  
 ) ss:  
County of Hartford )

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)

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Commissioner of the Superior Court  
Notary Public  
My commission expires:

END OF BIDDERS NON COLLUSSION AFFIDAVIT  
BIDDER'S LEGAL STATUS DISCLOSURE

LEGAL STATUS DISCLOSURE FORM

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?



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

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

Current Partners

\_\_\_\_\_  
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

END OF LEGAL STATUS DISCLOSURE FORM

## 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?

END OF STATEMENT OF BIDDERS QUALIFICATIONS

PERFORMANCE BOND

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for \_\_\_\_\_ dated \_\_\_\_\_, 2023, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the conditions of this obligation are such that if the said PRINCIPAL shall well and truly keep and perform all the terms and conditions set forth in the CONTRACT and specified to be by said PRINCIPAL kept and performed according to the true intent and meaning of said CONTRACT and shall well and truly defend, indemnify and save harmless said OBLIGEE from all cost and damage which said OBLIGEE may suffer by reason of said PRINCIPAL's failure so to do and against all attorney's fees paid or incurred by said OBLIGEE as a result of a breach of any condition of the CONTRACT or of this bond, and shall fully reimburse and repay said OBLIGEE for all other outlays and expenses which it may incur in making good any such breach, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees, if requested so to do by the OBLIGEE, fully to perform the CONTRACT, pursuant to the terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to perform the CONTRACT, and the SURETY further agrees to commence such performance promptly after written notice from the OBLIGEE of the PRINCIPAL's default and to complete such performance within the time allowed for the completion of the CONTRACT by the PRINCIPAL.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY and this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this \_\_\_\_ day of \_\_\_\_\_, 2023.

**PRINCIPAL**

\_\_\_\_\_  
(type or print full name of bond principal)

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

**SURETY**

\_\_\_\_\_  
(type or print full name of bond surety)

By: \_\_\_\_\_  
It's Attorney-in-Fact  
Duly Authorized

Sample Form – Other forms of Performance Bond may be acceptable to the Obligee subject to the review and approval of the Town Attorney

END OF PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for \_\_\_\_\_ dated \_\_\_\_\_, 2023, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall make payment to all claimants as hereinafter defined for all labor, materials and equipment used or reasonably required for use in the performance of the CONTRACT, and if the PRINCIPAL shall defend, indemnify and save harmless the OBLIGEE from any expenditure or loss, including attorney’s fees, arising from claims asserted by said claimants against the OBLIGEE, or against the real estate involved in the CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect. Labor, materials and equipment, without limitation, shall include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the CONTRACT and all other items for which a mechanic’s lien may be asserted in the State of Connecticut.

In addition to the obligations of the PRINCIPAL and SURETY to the OBLIGEE hereunder, this bond is also made for the use and benefit of all claimants as hereinafter defined. The PRINCIPAL and SURETY jointly and severally agree that every claimant who has not been paid in full for all labor, materials and equipment furnished by said claimant may sue on this bond, prosecute the suit to final judgment and have execution thereon.

A “claimant” is defined as: (a) one having a direct contract with the PRINCIPAL or with a subcontractor or supplier of the PRINCIPAL for labor, materials or equipment used or reasonably required for use in the performance of the PRINCIPAL's obligations under the CONTRACT, and (b) all persons having any lien rights against the real estate involved in the CONTRACT under any applicable mechanics lien law.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY under this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the

CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors, or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this \_\_\_\_ day of \_\_\_\_\_, 2023.

**PRINCIPAL**

\_\_\_\_\_  
(type or print full name of bond principal)

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

**SURETY**

\_\_\_\_\_  
(type or print full name of bond surety)

By: \_\_\_\_\_  
Its Attorney-in-Fact  
Duly Authorized

Sample Form – Other forms of Labor and Material Payment Bond may be acceptable to the Obligee subject to the review and approval of the Town Attorney

END OF LABOR AND MATERIAL PAYMENT BOND

## BID FORM

### INVITATION TO BID – TRANSFER STATION REFUSE HAULING

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated May 10, 2023, Transfer Station Refuse Hauling (collectively referred to as the “Invitation”), the undersigned bidder, having visited the site and having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

#### ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that:

1. It has read and understood each document comprising the Invitation and any addenda posted on the Town’s website.
2. It has thoroughly examined and become familiar with the scope of work described in the Invitation.
3. It has visited the Canton Transfer Station and is thoroughly familiar with all actual conditions of the property.
4. The unit prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the completed work called for in the Invitation. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit prices, as bid.
5. The Town has made no representation or warranty that the estimated quantities will even approximate the actual quantities required to complete the work under the Invitation.
6. With respect to all conditions affecting the work to be done and labor and materials to be furnished, this bid is based solely on the undersigned bidder’s own investigations and findings, and neither the Town nor any of its officers, officials, employees, or agents shall be held responsible for the accuracy of or be bound by any information contained in the Invitation.

#### BID

The bidder is advised that the location of the receiving facilities identified in each bid item below is subject to change at the option of the Town. If the location of the receiving facility changes during the contract period, the unit price per container delivered to the receiving facility will be adjusted as mutually agreed to by the parties. The mileage from the Ramp Road Transfer Station to each of these facilities is approximately 24 miles. No other adjustment of the unit cost will be made for the work other than the mileage adjustment described above.

Bid Item No. 1:

Transportation of Municipal Solid Waste from the Ramp Road Transfer Station to the Murphy Road Recycling, LLC, in Hartford, Connecticut at the unit price per 50 cubic yard container as follows:

1st Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

2nd Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

3rd Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

4th Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

5th Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

Bid Item No. 2:

Transportation of Single Stream Recyclables from the Ramp Road Transfer Station to the Murphy Road Recycling, LLC, in Berlin, Connecticut at the unit price per 50 cubic yard container as follows:

1st Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

2nd Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

3rd Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

4th Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

5th Contract year

\$ \_\_\_\_\_ per 50 cubic yard container delivered

Bid Item No. 3:

Transportation of Bulky Waste from the Ramp Road Transfer Station to CWPM, LLC, Berlin, Connecticut at the unit price per 40 cubic yard container as follows:

1st Contract year

\$ \_\_\_\_\_ per 40 cubic yard container delivered

2nd Contract year

\$ \_\_\_\_\_ per 40 cubic yard container delivered

3rd Contract year

\$ \_\_\_\_\_ per 40 cubic yard container delivered

4th Contract year

\$ \_\_\_\_\_ per 40 cubic yard container delivered

5th Contract year

\$ \_\_\_\_\_ per 40 cubic yard container delivered

\* \* \*

BID SECURITY

Attached bid security in the amount of ten percent (10%) of the 1st Contract year total bid based on estimate quantities of material provided in technical specifications.

REQUIRED DISCLOSURES

1. Exceptions to the Invitation

\_\_\_\_\_ This bid does not take exception to any requirement of the Invitation.  
OR

\_\_\_\_\_ This bid takes the following exception(s) to the Invitation requirements:  
(Describe fully each exception)

2. Disputes

Has either the bidder or any of its principals (regardless of their place of employment) been involved for the most recent five (5) years in resolved or pending mediation, arbitration, or litigation?

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

If “yes,” please attach a sheet fully describing each such matter.

3. Civil/Criminal Findings

Except for motor vehicle infractions, has either the bidder or any of its principals (regardless of their place of employment) been convicted, pled guilty or nolo contendere, or been found liable in a civil action or criminally responsible for any criminal offense?

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

If “yes,” please attach a sheet fully describing each such matter.

4. Ethics

Has either the bidder or any of its principals (regardless of their place of employment) been found to have violated any state or local ethics standard or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts?

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

If “yes,” please attach a sheet fully describing each such matter.

**NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT CONSTITUTING THIS INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

