



TOWN OF BETHANY

BID NO. 24-003	DATE OF BID OPENING March 11, 2024	TIME OF BID OPENING 2:00 P.M., Prevailing Local Time	INSURANCE REQUIREMENTS Liability See General Terms & Conditions
BID ITEM Municipal and Residential Solid Waste and Recycling Collection Contract			
AMOUNT OF BID SURETY 100%	PERFORMANCE BOND NA	CONTRACT PERIOD OR DATE DELIVERY REQUIRED From 07/01/2024 to 06/31/2029	
CONTACT PERSON Don Shea, Public Works/Facilities		PHONE 203-509-3883	DEPT. Public Works/Facilities

INVITATION TO BID

Sealed proposals will be received by the Board of Selectmen for the Town of Bethany, 40 Peck Road, Bethany, Ct. 06524 for furnishing the commodities and/or services herein listed to town agencies.

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the General Terms & Conditions, Bid Specifications and Bid Proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing by the Purchasing Agent within sixty (60) calendar days from the date of bid opening, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.
- 3) That this proposal is covered by surety in the following form as checked. (See Amount of Bid Surety above if required)

Proposal Bond Cashiers Check Certified Check Enclosed in the amount of \$ **N/A**

PROPOSAL: The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith to furnish and deliver the commodities and/or services to the town agency or agencies named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone	Fax	
Further information and references on any individual or company placing a bid may be required by the Town of Wallingford prior to the awarding of a bid.				

This Form Must Be Signed & Returned

General Instructions:

Proposals are to be:

- * **Delivered to the Bethany Town Hall, 40 Peck Road, Bethany, Ct. 06524**
- * Submitted in duplicate unless otherwise indicated in the specifications.
- * Submitted using the blank proposal forms furnished.
- * **Submitted in a sealed opaque envelope clearly marked as a public bid including the bid number and the bidder's name and address.**
- * Made out and signed in the corporate, or other, name of bidder and signed by an authorized person to fully and properly execute the bid.

Proposals received later than the time and date specified for the bid opening will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

In order to be considered, exceptions to the bid must be made on the exceptions page or a clearly marked attachment.

ELECTRONIC CHANGES TO ANY OF THE BID PAGES INCLUDING THE SPECIFICATIONS AND GENERAL TERMS & CONDITIONS IS NOT ALLOWED AND MAY RESULT IN THE REJECTION OF THE BID.

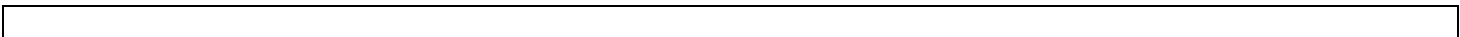
Bidders or their representatives may be present at the bid opening. Bids are opened at the Bethany Town Hall in the Conference Room immediately after the date and time stated in the bid.

The Town of Bethany may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Board of Selectmen reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The Board of Selectmen reserve the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Bethany.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town.



BID PROPOSAL

The undersigned _____, doing business in the City/Town of _____
 _____, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned public bid, the following proposal for: **Municipal and Residential Solid Waste and Recycling Collection Contract**

Description	07/01/24-06/31/25	07/01/25-06/31/26	07/01/26-06/31/27
Municipal and Residential Solid Waste and Recycling Collection Contract	\$	\$	\$
	07/01/27-06/31/28	07/01/28-06/31/29	XXXXXXXXXXXXXXXX
	\$	\$	XXXXXXXXXXXXXXXX

Description	07/01/24-06/31/25	07/01/25-06/31/26	07/01/26-06/31/27
Municipal and Residential Solid Waste Collection ONLY	\$	\$	\$
	07/01/27-06/31/28	07/01/28-06/31/29	XXXXXXXXXXXXXXXX
	\$	\$	XXXXXXXXXXXXXXXX

Description	07/01/24-06/31/25	07/01/25-06/31/26	07/01/26-06/31/27
Recycling Collection ONLY	\$	\$	\$
	07/01/27-06/31/28	07/01/28-06/31/29	XXXXXXXXXXXXXXXX
	\$	\$	XXXXXXXXXXXXXXXX

TERMS:	Cash Discount	%	Days	Net Cash	Days
Company Name		Date		Phone	
Address		City		State	Zip Code
Name (Print)		Title			
Sign		Receipt Of Addenda Is Acknowledged (If Applicable):			
		No.	Date	No.	Date

EXCEPTIONS

The undersigned bidder proposes the following exceptions for **Municipal and Residential Solid Waste and Recycling Collection Contract**.

Exceptions will be considered to the product or service specifications only. All other conditions or agreements submitted in response to the bid, unless specifically requested, will be rejected.

Any and all price changes related to these exceptions are specifically stated herewith.

Exception

Price Change
(Show + or -)

Name (Print)

Phone

Sign

Date

Title

<u>SPECIFICATIONS</u>

**SOLID WASTE CONTRACT
SPECIAL CONDITIONS**

1. Scope of Work

The work to be completed under this Contract shall consist of the collection and disposal of solid waste and municipal refuse (as both terms are defined herein) hereinafter sometimes collectively referred to as "refuse" or "garbage" from residential dwelling units which shall include single family homes and multi-family residences with six or fewer families within the corporate limits of the Town of Bethany.

The work shall also include the operation of a curbside recycling program involving the collection and disposal of recyclable materials in strict compliance with the State of Connecticut, Department of Environmental Protection Mandatory Recycling Act and any ordinances and regulations of the Town of Bethany as are established or as hereinafter may be established or amended including as a minimum, but not limited to, glass containers, metal containers, newsprint, mixed paper (magazines, junk mail, paperboard, white paper, etc.) corrugated cardboard, and HDPE and PET plastics.

2. Definitions

A. "Garbage" shall include all animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food. All garbage as herein defined shall be drained, wrapped and placed in the same containers, as is all other refuse by the resident.

B. "Municipal refuse" shall mean metal, wood, crockery, rags, brush, and similar waste materials that accumulate in and around the home. Refuse does not include, recyclable, substances such as petroleum distillates, paints, flammables, explosives, acids, caustics, and poisons, the debris or waste materials resulting from excavations, and or, contracted construction, remodeling and demolition projects, white goods and appliances, liquid wastes, grass, leaves, tires, automobile parts and batteries, and "non-processible solid waste and unacceptable solid waste" as defined in the Municipal Services Contract between Wheelabrator and the Town of Bethany which will be included into and become a part of the Contract between the Town and the successful bidder.

C. "Residential dwelling units" shall mean single family homes, multifamily homes with six (6) or less dwelling units.

D. "New units" are defined as any dwelling unit for which a Certificate of Occupancy is issued by the Town of Bethany during the duration of the Contract.

3. Municipal Buildings and Townwide Residential Solid Waste & Recycling Pickup

A. Collection Requirements

There shall be one collection of garbage and municipal refuse of the Town of Bethany's households each week. The number of single-family residential units served under the contract on July 1, 2024, will be approximately 2200 units. The tonnage of solid waste collected during the period July 1, 2022 through June 30, 2023, was approximately 1,800 tons. The number of units served and previous year's approximate collection volume is provided for informative purposes only.

It shall be the Contractor's responsibility, based on the Contractor's best judgment, experience, particular expertise in solid waste disposal practices and specialized knowledge of matters related to the waste disposal industry, to approximate the volume of tonnage of solid waste that will be collected and to project the time, labor and equipment that will be necessary to provide this service to the Town. The Contractor shall incorporate these projections into the computation of the Contractor's base bid price. There shall be no adjustments made to the Contractor's bid price on account of any variations between the actual quantities of refuse collected and the Contractor's projections.

Municipal buildings collection shall be as outlined in Appendix "A". All costs related to its provision shall be included in the Contractor's base bid. Garbage and refuse shall be placed by the homeowner at the curbside of the nearest public highway.

The information furnished in Appendix "A" is intended to provide information on the equipment presently being utilized at the various sites. It outlines minimum requirements only. It is the Contractor's responsibility to supply all containers of whatever size or model to provide collection service to all municipal buildings, and the Contractor shall do so with no additional adjustment to the Contract price.

The following materials shall be considered unacceptable and shall not be collected:

- a. Those which, at curbside, have not been prepared or placed in proper containers in accordance with the rules and regulations of the Town of Bethany.
- b. Substances such as petroleum distillates, paints, flammables, explosives, acids, caustics, poisons, excavation construction or demolition materials resulting from construction, remodeling and demolition projects, automobile tires or batteries, liquid wastes, white goods, or loose materials.

B. Days & Hours of Collection & Collection Routes

All garbage and municipal refuse and recycled materials shall be collected weekdays, Monday through Friday between the hours of **5:30a.m. and 6:00p.m.**

Collection shall be made on Saturday, only in the event of an emergency or to make up for weekday holidays and must be authorized by the Director of Public Works if performed due to an emergency.

The Contractor shall be required to collect an unlimited number of containers for collection from the public street curb and shall not be required to collect loose refuse or refuse in bags or any refuse from industrial and commercial establishments.

A list of town roads is included in Appendix "B". The Contractor shall submit to the Director of Public Works a complete schedule showing all street routes detailed on a map and the proposed days of collections therefrom. The Contractor's proposed schedule shall indicate in advance how the Contractor plans to schedule to accommodate holidays. Upon written approval by the Director of Public Works, such map or list shall constitute the refuse collection schedule. No change in such schedule shall be made without the prior written approval of the Director of Public Works except in an emergency. Modifications of the existing schedule shall only be considered for good cause, i.e., changes that are convenient to the public and in conformity with the Town's refuse collection plan.

Collections shall not be made on major holidays and on other days when the designated disposal site is closed which are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

In the event of a public emergency, should the Contractor be unable to perform work under the Contract, the Contractor shall temporarily reschedule subject to agreement of the Director of Public Works. The Town shall not be responsible for defraying any additional costs associated with such emergency or rescheduling.

C. Type and Size of Containers

The containers shall be of plastic or non-rusting metal of substantial construction with tight-fitting covers and adequate handles, watertight, of such size as to be easily handled by one person and shall not, in any case, have the capacity in excess of ninety-six (96) gallons or a combined weight of container and contents in excess of three hundred twenty-five (325) pounds.

The Contractor shall supply containers to facilitate the Contractor's operations and be solely responsible for all costs associated with their purchase, distribution, maintenance and replacement.

D. Handling of Containers

The Contractor shall remove the containers from the public street provided that the container shall be kept at street curbside level in a place reasonably accessible to the Contractor, and the Contractor shall return the container to its original location in an upright position.

E. Damage to Containers

The Contractor shall be responsible for all damage to refuse containers resulting from the Contractor's carelessness, negligence or abuse. In cases where the Contractor's liability is in doubt, the Contractor agrees that the decision of the Director of Public Works shall be held to be the final decision.

If the Contractor does not replace such container within ten (10) days of notification of the Contractor's liability for the Contractor's damage, the Director of Public Works, at his/her sole discretion, shall replace such container and shall deduct the cost of such replacement from the Town's subsequent monthly payment to the Contractor.

F. Equipment

All vehicles used for the collection and disposal of refuse shall be fully enclosed, steel covered and designed for the loading, compression, and transportation of refuse. The vehicle shall be designed so that the load will be covered at all times except when refuse is loaded. Refuse shall be loaded and contained so that, when additions are made, none of the contents shall fall or spill therefrom.

The Contractor shall keep all such vehicles and equipment in good operating condition to insure adequate and prompt collection and disposal of refuse. The Contractor shall thoroughly wash the interior of said vehicle and equipment immediately after each day's use except during the months of December, January, February and March. Further, the Contractor shall wash the same with disinfectant and deodorizer in addition to washing with water.

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 trash including Municipal Services Contract rules and regulations of the WHEELABRATOR Facility 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. All vehicles must be equipped with the required DOT lighting, reflectors and safety equipment and shall be operated and maintained in compliance with OSHA regulations. Every truck and vehicle used for collection and disposal of rubbish 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.

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:

a) Vehicle Description, b) Manufacturer and Model Number, c) Vin Number, d) Marker Plate, e) Gross Vehicle Weight, f) Vehicle Registration, g) Operator Name. In addition, the Contractor shall be required to provide an operators list to include operator's license number, type, date of renewal, and copy of the license.

G. Recycling

The collection and disposal of recyclable materials shall be included in the base bid of this Contract. Recyclable materials shall include but not be limited to the following items:

- a) cardboard, b) glass food containers, c) metal food containers, d) HPDE and PET plastic containers, e) newsprint, f) mixed paper.
- b) Mixed household paper shall consist of:
 - Junk Mail
 - Mixed Office Papers
 - Magazines
 - Note Paper
 - Copy Paper
 - Phone Books
 - Boxboard
 - Catalogues
 - And Like Items

Recyclables have averaged approximately 320 tons per year.

The Contractor shall assume all costs and enjoy any revenues associated with the disposal of all recyclables.

It shall be the Contractor's responsibility, based on the Contractor's best judgment, experience, particular expertise in solid waste disposal practices and specialized knowledge of matters related to the waste disposal industry, to approximate the number of households that will participate in this program, to project the time, labor and equipment that will be necessary to provide this service to the Town and to estimate the costs or revenues associated within recyclable disposal. The Contractor shall incorporate these projections into the computations of the Contractor's base bid price. There shall be no adjustments made to the Contractor's bid price on account of any variations between the actual quantities of recycling material collected and the Contractor's projections or for changes in the costs or revenues related to this service.

The recycling program shall comply with guidelines approved by the State of Connecticut, Department of Environmental Protection and the ordinances and regulations of the Town of Bethany as are established or as hereinafter are developed or amended. Collection shall be curbside and bi-weekly at properties receiving weekly curbside refuse collection.

The Contractor shall be required to certify quarterly that all recyclables have been disposed of in accordance with the Connecticut Mandatory Recycling Act and to provide proof thereof, including the name of the eventual disposal site and a copy of the transaction agreement between the Contractor and the recycler including copies of all required Federal, State and Local permits, licenses, and certificates.

H. Good Standing with Town and Wheelabrator

If the Contractor is suspended or banned from dumping at the Wheelabrator Facility for violation of the operating regulations applicable to the Wheelabrator Facility, the Contractor shall be given reasonable time to settle or cure any alleged violation. If the banning or suspension persists in excess of one (1) week, the Contractor shall be obligated to provide, at no additional charge, alternate collection services that are capable of utilizing the designated Wheelabrator Facility or an alternate site/facility approved by the Department of Environmental Protection. Said alternate collection 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 Wheelabrator becomes permanent or continues for a period of thirty (30) days, the Town may terminate the Contract and seek appropriate damages from the Contractor and call the Performance Bond.

6. CONTRACT DURATION AND RENEWAL

The first term of this Contract shall become effective July 1, 2024, or later and shall remain in effect until June 30, 2025.

Thereafter, this Contract shall be renewed for a twelve (12) month period on July 1, 2025, July 1, 2026, July 1, 2027, and again on July 1, 2028, provided that each fiscal year sufficient funds are appropriated in the Town of Bethany'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 30 days prior to the end of the current contract year.

This Contract shall continue for up to five (5) years beginning July 1, 2024, and ending June 30, 2029, provided the above requirements are met and provided the Contract is not terminated earlier pursuant to the terms of this Contract by the Town of Bethany.

However, upon mutual agreement and negotiation of fees between the Town of Bethany and the Contractor and subject to approval of the Bethany Board of Selectmen, the Contract may be extended for a further period or periods of twelve (12) months not to exceed twenty-four (24) months or until June 30, 2031.

7. DISPOSAL SITE

All refuse materials collected by the Contractor as part of the weekly curbside collection shall be disposed of at the Bridgeport Facility operated by Wheelabrator except as hereinafter provided.

Recyclable materials collected pursuant to this Contract shall be disposed of at markets identified and selected by the Contractor. The recycler must provide to the Contractor and the Town notice of ultimate disposal site and methods of disposal. Markets for recyclables and recycling methods shall meet the requirements of the Department of Environmental Protection Mandatory Recycling Act and any Federal, State, or Local regulations promulgated pursuant thereto.

In the event that the Wheelabrator Bridgeport Facility is unable to take any refuse that meets the criteria of acceptable solid waste as defined in the Contract between Wheelabrator and the Town of Bethany, for whatever 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 Town shall establish a price adjustment for all appropriate and verifiable additional costs or savings.

The Town and Contractor agree to renegotiate the terms relating to charges within a reasonable time from notice of such change. Said negotiations shall be limited to this change only, and any increase or decrease in price shall be warranted only if a newly designated landfill site or resource recovery plant has a different tipping fee.

8. PAYMENTS TO THE CONTRACTOR

The Town shall pay the Contractor a base payment as established in the bid schedule.

The Town shall not be required to reimburse or otherwise compensate the Contractor for such fees at the Wheelabrator Facility which fees shall be included in the Contractor's bid rate is subject to change. In addition to the figures established in the bid schedule, as hereinafter detailed, the base payment to the Contractor shall include adjustments for 1) new household units for which a Certificate of Occupancy has been issued by the Town of Bethany during the duration of the Contract, 2) for costs associated with the use of an alternate disposal site not caused due to the fault of the Contractor. No other adjustments to the payments to the Contractor shall be made.

The base payment shall be monthly payments in arrears and the Contractor shall submit monthly invoices to the Town for all services rendered.

In addition to the base payment, the Town shall pay the Contractor an additional sum in accordance with the bid schedule for each new dwelling unit for which a Certificate of Occupancy has been issued during the Contract year. This additional payment shall be determined by multiplying the number of residential Certificates of Occupancy issued, times the applicable rate, times the number of whole months from the date of issuance of said Certificate of Occupancy to the end of each Contract period. The amount determined above shall be payable in one (1) lump sum on June 30th of each Contract period.

Appendix "A"

Town-Owned Buildings

Town Hall	40 Peck Road	1- 3 yard dumpster;	2- 96 c.f. recycling containers
Par and Rec Annex	40 Peck Road	2- 96 c.f. trash containers	1- 96 c.f. recycling container
Center Station	460 Amity Road	2- 96 c.f. trash containers	1- 96 c.f. recycling container
DPW	755 Amity Road	1- 3 yard dumpster	1- 96 c.f. recycling container
Lodge at Vets Park	265 Beacon Road	1- 3 yard dumpster	2- 96 c.f. recycling containers
Pavilion at Vets Park	265 Beacon Road	1- 3 yard dumpster	2- 96 c.f. recycling containers
Hinman Station	300 Bear Hill Road	2- 96 c.f. trash containers	1- 96 c.f. recycling container

**** APPENDIX B ****

ACORN DRIVE
 ALMAR DRIVE
 AMADEO DRIVE
 AMITY ROAD
 1070 AMITY ROAD – Mobile
 Park*
 ANELLA DRIVE
 ANN DRIVE
 ANTHONY COURT
 ATWATER ROAD
 BACHELOR OAK ROAD
 BEACON ROAD
 BEAR HILL ROAD
 BETHANY FARMS ROAD
 BETHMOUR ROAD
 BETHRIDGE ROAD
 BETHWAY ROAD
 BRIAR ROAD
 BRINTON ROAD
 BROOKS ROAD
 BROOKWOOD ROAD
 CARMEL ROAD
 CARRIAGE DRIVE
 CARRINGTON ROAD
 CEDAR ROAD
 CHELSEA ROAD
 CHESHIRE ROAD
 CLAY ROAD
 CLIFFORD DRIVE
 COACHMANS LANE
 COLLINS ROAD
 COUNTRY LANE
 CRESTWOOD ROAD
 DAYTON ROAD
 DEERFIELD LANE
 DOOLITTLE DRIVE
 DOWNS ROAD
 EARLEY COURT
 EDWARDS ROAD
 EMERALD LANE
 FAIRWOOD ROAD
 FALCON DRIVE
 FALLS ROAD
 FARM VIEW ROAD
 FATIMA DRIVE

FRANCIS DRIVE
 GAYLORD MOUNTAIN ROAD
 GLENWOOD COURT
 GRANT ROAD
 GREEN HILL ROAD
 HAMILTON DRIVE
 HATFIELD HILL ROAD
 HI-ANN COURT
 HIGH ROAD
 HILLDALE ROAD
 HILLTOP ROAD
 HINMAN ROAD
 HOADLEY ROAD
 HOPP BROOK LANE
 HOPP BROOK ROAD
 HORSEHOE HILL ROAD
 HUMISTON DRIVE
 HUNTERS TRAIL
 JOHNSON ROAD
 JUDD HILL ROAD
 KEEGAN DRIVE
 KNOLLWOOD ROAD
 LACEY ROAD
 LEBANON ROAD
 LITCHFIELD TURNPIKE
 LUKE HILL ROAD
 MARION ROAD
 MESA DRIVE
 MEYERS ROAD
 MILLER ROAD
 MORRIS ROAD
 MOUNTAIN VIEW ROAD
 MUNSON ROAD
 NORTH HUMISTON DRIVE
 NORHTROP ROAD
 NORTHROP ROAD
 EXTENSION
 OAK RIDGE DRIVE
 OLD AMITY ROAD
 OLD FAIRWOOD ROAD
 OLD FAIRWOOD ROAD
 EXTENSION
 OLD MILL ROAD
 PECK LANE
 PECK ROAD

PERKINS ROAD
 PINE BROOK CROSSING
 PLEASANT DRIVE
 POLE HILL ROAD
 POPLAR SWAMP ROAD
 PORTER HILL ROAD
 PRINCE DRIVE
 RACCIO DRIVE
 RAINBOW ROAD
 RALPH ROAD
 RIDGE ROAD
 RIDGEWOOD DRIVE
 ROBERTSON DRIVE
 ROLLING GREEN ROAD
 ROUND HILL ROAD
 ROWE COURT
 RUSSELL ROAD
 SABRINA DRIVE
 SARGENT DRIVE
 SCHAFFER ROAD
 SCHILF ROAD
 SEYMOUR ROAD
 SIMPSON COURT
 SPERRY ROAD
 SPLIT ROCK ROAD
 TANDEM DRIVE
 TAWNEY DRIVE
 TIMBER LANE
 TOLLGATE ROAD
 TUTTLE COURT
 TUTTLE ROAD
 VALLEY ROAD
 VILLAGE LANE
 VIRGINIA RAIL DRIVE
 WHIPPOORWILL LANE
 WOODCUTTERS DRIVE
 WOODING HILL ROAD
 WOODS ROAD
 *Mobile Park – Approx. 55
 Units

GENERAL TERMS AND CONDITIONS

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

Price: Bid prices will include delivery, F.O.B. destination, without extra compensation.

Taxes: The Town of Bethany is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

Award: The Board of Selectmen reserves the right to make an award which, in their judgment and recommendation from the department, following bid evaluations, best meets the specifications and is deemed in the best interest of the Town of Bethany. The Town reserves the right to increase or decrease all quantities indicated in this bid.

The Board of Selectmen further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in their judgment, the best interests of the Town of Bethany will be so served.

Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price, the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price, the written price will prevail.

Multiple-Year Bid Pricing:

For multiple-year bids, the bid price for each successive year is to be greater than or equal to the preceding year. Front loaded bids may be rejected.

Additional Departments:

The quoted prices will be made available to any Town of Bethany department or agency wishing to utilize the vendor's service. Anticipated user departments may include, but shall not be limited to, Board of Education and Public Works.

Laws: All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Permits:

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed. If the permit is for a bid-specific project, all fees imposed by the Town for permits issued by the Town of Bethany will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Town of Bethany, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Anti-Trust Claim Assignment Clause:

The Contractor or subcontractor offers and agrees to assign to the Town of Bethany, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of Bethany awards or accepts such contract, without further acknowledgement by the parties.

Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

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

Non-Discrimination Clause:

Pursuant to Section 4a-60 and 4a-60a of the Connecticut General Statutes as amended by Public Act 07-142 and 07-245, the bidder agrees and warrants that the Contractor or subcontractors will in the performance of the Contract not discriminate or permit discrimination against any person or group of people on the grounds of race, color, religious creed, age, marital status, civil union, national origin, ancestry, sex, sexual orientation, mental disability, including physical disability unless it is shown by the contractor that the physical disability prevents performance of the work. In addition, the Contractor agrees to comply with all other provisions of the aforementioned statutes.

Prior to entering into a contract and the issuance of a purchase order, the bidder shall provide to the Town documentation such as a company or corporate policy adopted by the governing body that supports the nondiscrimination agreement and warranty as stated above.

The Contractor further agrees that neither the Contractor nor subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Town reserves the right to inspect the work site at any time for safety compliance. The Town may require the Contractor, as well as any agents and subcontractors, to provide a copy of their OSHA 300 log for the three previous years for review.

Debarment:

The Purchasing Office reviews any bid being considered to assure that neither the Contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

Performance, Labor and Material Bond (If Applicable):

To ensure the faithful execution of the Contract, according to its provisions, the bidder awarded the Contract will be required to provide at the Contractor's own expense, to the Town of Bethany, a Performance Bond for the full amount of the Contract and also furnish a Labor and Material Bond. The bond must be written by a company licensed to write business in the State of Connecticut and shall be furnished prior to the issuance of a Contract or a Purchase Order.

Bid Bond (If Applicable):

A Certified Check, Cashier's Check or Bid Bond in the amount stated on the contract proposal, made payable to the "Treasurer, Town of Bethany", must be submitted with each bid, as a guarantee that in case the Contract is awarded, the bidder will execute such Contract and furnish satisfactory Performance and Labor and Material Bond if required. Unsuccessful bidders shall be entitled to return of surety where the Agent has required bid deposits. A successful bidder shall forfeit any surety required by the Agent upon failure on the bidder's part to enter into a contract within ten (10) days after being notified of the award.

Toxic Substances:

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The generic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous, if known.
- c. The acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substances.
- g. Procedures for cleanup of leaks and spills of such toxic substances.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical Safety Data Sheets (S.D.S.) sheets will also be required if the products meet the toxic substance criteria.

Training:

Pursuant to Connecticut General Statutes, Section 31-53b contractors must furnish proof to the Labor Commission that all employees performing manual labor on public building projects have completed a course in construction safety. The statute applies to all public building projects where state funds are involved, and the total construction cost is \$100,000 or more.

Payment Terms:

Payment terms will be considered in an award under the following conditions:

A) Preferred Payment Terms:

Any discount effective either for 30 days or based on “10/EOM” (10 days after the end of the month, e.g., 2%/30 days or 2/10 EOM). The minimum payment time is 20 days from receipt of invoice.

B) Secondary Payment Terms:

Any discount effective for 20 days, e.g., 2%/20 days.

If bids are tied, the longer payment period will be considered the lower bid. For example, thirty days terms are better than twenty days terms, providing the same percentages apply (such as 1% or 2%).

C) Short-Period Payment Terms:

Payment terms of less than 20 days, even with a discount, are not considered comparable to longer period payment terms due to the special handling of the payment required in such a short check-processing period. Such terms will not be considered in an award except in the case of a tie bid.

It shall be understood that the cash discount period will be from receipt of invoice and not from the date of the invoice.

Liability Insurance (If Applicable):

The General Terms and Conditions require the bidder awarded the Contract to maintain in force during the performance of the work policies of workers compensation insurance, employers’ liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the Contractor. A Certificate of Insurance evidencing this fact that the Contractor has secured the required insurance shall be filed with the Town of Bethany at the time of the execution of this Contract. **It is further required that the Town of Bethany be named as an additional insured.** This should be shown under the description of operations portion of the Certificate of Insurance. All Certificates should also indicate a notice of cancellation complying with State statute.

Minimum Requirements for Certificate of Insurance**A. Commercial General Liability**

- General Aggregate: \$ 1,000,000.00
- Product/Completed Operations Aggregate: \$ 1,000,000.00
- Occurrence Aggregate: \$ 1,000,000.00

B. Automobile Liability

- Liability Limit: \$ 1,000,000.00

C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

D. Workers Compensation & Employers Liability

- Per Connecticut Statutes

Stipulations:

A Contract issued as the result of a bid shall not be considered exclusive. The Town reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town may elect to have the repair made by an alternate vendor and subtract the cost from the Contractor's invoice. The Town also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The Town reserves the right to cancel the Contract at any time with no cost to the Town. Any violations of the Contract specifications shall be deemed to be justification to cancel the Contract. Should it become necessary for the Town to write a letter notifying the Contractor of unsatisfactory work, it will become the first step in terminating the Contract for cause. If it is necessary to repeat this procedure, the third letter will constitute notice of termination of the Contract for cause. The Town's decision shall be final and without recourse or cost to the Town. Furthermore, the Town reserves the right to deduct from the vendor's invoices any costs incurred due to the cancellation of a contract for cause. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town, then the cancellation shall be upon thirty (30) days written notice.

The Town reserves the right not to award the continuation of a multiple-year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

State Set-Aside Program

If this project is subject to the State Set-Aside program, it is the Contractor's responsibility to contact CHRO and to comply with all statutory requirements.

The Contractor who is selected to perform this State project 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 construction.

State law requires a minimum of twenty-five (25%) percent of the State-funded portion of the Contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified minority, women and/or disabled owned businesses.) The Contractor must demonstrate good faith in making an effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at <http://www.ct.gov/opm/cwp/view.asp>