

Legal Notice

TOWN OF BRANFORD

INVITATION TO BID

HAULING OF MUNICIPAL SOLID WASTE

The Town of Branford is requesting bid proposals for “**Hauling of Municipal Solid Waste**” from the Branford Transfer Station. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town’s website at www.branford-ct.gov.

Bids are to be submitted in a sealed envelope marked “ **Hauling of Municipal Solid Waste**” to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, Ct 06405 by **1:00 p.m., Friday, February 15, 2013**. Bids will be publicly opened and read at **1:30 p.m. on Friday, February 15, 2013** in the Finance Department.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Anna DelRosso
Purchasing Clerk

TOWN OF BRANFORD
OFFICE OF THE TREASUER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for **60** days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond **See Bid Specifications, Page 4, Section VI and VII*

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance Bond **See Bid Specifications, Page 4, Section VI and VII*

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled "Bid Proposal". Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	-Include Waiver of Subrogation	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor’s work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

CODE OF THE TOWN OF BRANFORD

Chapter 75 – Purchasing

Article II – Bidding

75-2 Advertising, bidding and requests for proposal

- A. All goods and services purchased by the Town, including but not limited to the Board of Education, Sewer Authority and capital project funds established for the benefit of the James Blackstone Memorial Library (collectively referred to hereinafter as the Town), when the amount of the purchase exceeds \$7,500, shall be awarded through a sealed bid process, including public opening of such bids, to the lowest responsible bidder after posting a bid notice on the Town website and either advertising the same in a newspaper with general circulation or posting on the Connecticut Department of Administrative Services website.
- B. In lieu of bid specifications, a request for proposal may be issued. A request for proposal may be issued when a desired outcome is sought, but the method for achieving that outcome is not defined in a detailed specification, or allows for presenting different options for achieving the desired outcome beyond proposed specifications. Services or goods purchased by request for proposal shall be awarded based on a variety of factors, including project approach, experience, price, and such other criteria as shall be defined and specifically set forth in the request for proposal. Requests for proposal shall be posted in the same manner as bid specifications, and responses shall be sealed in the same manner as bids.
- C. The requirement of advertising and sealed bidding shall not apply to:
 - 1. Purchases less than \$7,500, provided the price is consistent with the price offered to the general public for the same goods and/or services and that procedures as may be defined by the First Selectman are followed.
 - 2. Emergency situations, where the First Selectman or his designee authorizes the emergency purchase and the department head or his or her designee, as soon as reasonably possible, provides a report on the nature of the emergency and the reason for such emergency purchase to the Board of Selectmen, to be included in such Board's minutes.

3. Contracts in the amount of \$75,000 or less for legal services, accounting, actuarial and auditing services, medical and dental services, architectural services, engineering services and labor negotiators.
4. Any purchases made at or below prices obtained by the State of Connecticut or the United States through competitive bidding.
5. Sole source purchases, such as utilities or legal notices, and including purchases where the purchase of an item or service is required to match an existing installation or equipment, and there are no competitive products available that would function equally well, or if the maintenance costs would be unduly increased by having different makes installed. Sole source purchases for reasons other than a true lack of second possible vendor shall be approved by the First Selectman.
6. Work on bridges, sidewalks, roads, curbing or other pavement, when the State of Connecticut Department of Transportation has obtained bids for such work and the Town is able to pay the state price for such work, or the Town solicits no fewer than three price quotations for such work from qualified contractors, businesses or persons, as such qualifications are set forth in a request for qualifications prepared by the Town and the Town awards such work to the qualified contractor, business or person submitting the lowest price quote, provided that the cost of work, material and supplies does not exceed the sum of \$400,000.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____ , the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____ , 20 _____ .

Notary Public: _____

My Commission expires _____ , 20 _____ .

Town of Branford
Bid Specifications
January 2013
Hauling of Municipal Solid Waste
Effective 7/1/13

I. MUNICIPAL SOLID WASTE HAULING

1. The Contractor shall haul municipal solid waste (MSW) from the Branford Transfer Station (Transfer Station), located at 747 East Main Street, Branford, Connecticut to the Bristol Resource Recovery Facility, Bristol, Connecticut (Bristol). Fiscal year 2011-2012 approximately 13,400 tons of MSW was hauled out of the Transfer Station.
2. In the event that Bristol requires waste to be bypassed, the Contractor shall haul to other Connecticut locations as directed in writing by the Town's First Selectmen, Solid Waste Supervisor or their designated agent. A Facsimile (FAX) shall be sufficient documentation for such bypass to occur.
3. The Contractor shall provide a sufficient number of tractors, trailers, and drivers to move MSW in an efficient and timely manner. Whenever there is MSW on the floor at the Transfer Station, it is the Contractor's responsibility to make sure that there is an empty or partially empty trailer on site.
4. The Contractor has the right to expect the Town to provide reasonably full loads of MSW. The Town retains the right to send partial loads at no additional cost any time waste would otherwise remain at the Transfer Station for over 48 hours, such as before a holiday weekend, or at other times when circumstances warrant it. Loads generated on Saturday are usually lighter than legal payload.
5. The Contractor shall be responsible at its own cost and expense for any equipment failure, repairs, and replacements taking place on or off Town property. Repairs shall not be made by Town personnel or on Town Property. The Contractor shall take such action as may be necessary to remove promptly any disabled vehicle from Town Property. Repeated mechanical failures, especially those which might be attributed to improper maintenance, may cause the Contractor to be subject to a penalty to cover Town inconvenience and overtime.
6. Maintenance of items contributing to safety, or required for compliance with laws or regulations, including littering, shall be performed before the vehicle is next put in service. Maintenance of all other items brought to the Contractor's attention shall be performed in a timely manner.

II. HOURS AND HOLIDAYS

1. Holidays and receiving hours at Bristol are determined yearly. Typical receiving hours are from 6 A.M. to 3 P.M. Monday through Friday, from 7 A.M. to 11 A.M. on Saturdays, and closed Sundays. On major holidays it may be closed or observe reduced hours, such as from 6 A.M. to 12 noon.

2. The hours at the Transfer Station are Monday through Friday from 7:15 A.M. to 1:30 P.M., and Saturdays from 7:15 A.M. to 2:30 P.M.
3. Observed holidays are New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; President's Day; Easter; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veterans' Day; Thanksgiving; and Christmas. Holiday schedules are determined each year.

III. FACILTIES

1. The Contractor shall comply with all hauler rules and regulations for Bristol including but not limited to "Hauler's Rules and Regulations / Covanta Bristol, Inc." ["Covanta"] as it shall be amended from time to time, and with the corresponding rules of any other disposal facilities, if required to bypass.
2. Any fines levied on the Contractor by Bristol, Covanta, or other facilities, for the Contractor's failure to follow said rules shall be the *sole* responsibility of the Contractor.
3. If the Contractor should be suspended from Bristol during the term of this contract for failure to follow said rules, the Contractor shall, at the sole discretion of the Town, provide for alternative transportation of MSW from Branford to Bristol, and shall be responsible for any difference in the cost of said alternative transportation.
4. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations concerning solid waste and its transportation as they may be amended from time to time. These include, but are not limited to, Chapter 213 of the Code of the Town of Branford, the Public Health Code of the State of Connecticut, and regulations of the Connecticut Departments of Transportation, Motor Vehicles, and Environmental Protection. The Contractor shall be responsible for any penalties arising out of failure to adhere to said laws, rules, and regulations.
5. The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.

IV. VEHICLES

1. The Contractor shall provide open-top transfer trailers to transport all of the MSW received at the Transfer Station. There shall be a minimum of three (3) trailers dedicated to the Transfer Station. Provisions for heavy volume of waste, traffic, weather, and other daily or seasonal fluctuations are the responsibility of the Contractor.
2. The Contractor shall provide equipment that is compatible in all dimensions with the Transfer Station, and with Bristol. The Transfer Station scale is 60'L x 10'W.

3. The name of the company shall be permanently affixed (e.g. paint or decal, not magnetized sign) to the driver's-side door of each vehicle. Said name shall match the name of the company to which the vehicle is registered according to the Department of Motor Vehicles, which shall match the name of the Contractor under this contract, and match the name under which the Contractor is registered as a Commercial Solid Waste hauler in Branford.
4. Ejection method, shall be by walking floor, or any other method which can be demonstrated to be compatible with the Transfer Station and which is acceptable to Bristol.
5. Trailers shall have an automatic closing mechanism for covers; manual closure (tarps) is not acceptable. Rollover tarps operated by hand cranks may be acceptable at the discretion of Town upon advanced inspection of the precise closure mechanism.
6. There shall be ladders on the front and rear of each trailer, with a catwalk on the front, to provide access to the top of the trailer.
7. Trailers must have a standard hook-up for attaching to tractors. The Town may move the Contractor's trailers around the Transfer Station property at any time with the Town's yard tractor.
8. The Contractor shall use trailers which do not leak, and lids free from substantial holes. It is the Contractor's responsibility to clean the MSW off the top edges of the trailer to ensure proper closing of lids. Any loose MSW which may cause litter shall be removed or properly contained by the Contractor before any vehicle leaves the Transfer Station property. Failure to do so may subject the Contractor to fines under Town ordinance. The Contractor shall maintain all equipment in a clean and sanitary manner. The Town shall not provide washing facilities for trucks or trailers.
9. All trucks shall weigh out of the Transfer Station before leaving the property. Split weighing is not permitted. No special preference in queue should be expected by the Contractor. Tare weights shall be checked periodically at the Town's discretion.
10. All hauling is expected to take place within normal Transfer Station hours. The Contractor should not expect to be given a key to the Transfer Station gate. Exceptions may be negotiated.
11. The Contractor is responsible for covering loads in transit and complying with all applicable Federal, state, and local laws, rules, and regulations concerning solid waste and its transportation. These include but are not limited to Chapter 213 of the Code of the Town of Branford, the Public Health Code of the State of Connecticut, and regulations of the Connecticut Departments of Transportation and Motor Vehicles. The Contractor shall be responsible for any penalties arising out of failure to adhere to said laws, rules, and regulations. Any loose material which may cause litter shall be removed or properly contained by the Contractor before any vehicle leaves the Transfer Station. Failure to do so may subject the Contractor to fines under Town ordinance.

V. DURATION OF THE CONTRACT

1. The contract will commence on July 1, 2013 and will be for three years until June 30, 2016. The Town reserves the right to extend the contract by up to two (2) additional one year extensions without re-bidding, upon the recommendation of the Solid Waste Management Commission (SWMC) and approval of the Board of Selectmen.

2. In the case of the extension the Town reserves the right to negotiate minor changes in procedures, insurance, or other terms upon mutual agreement of the Contractor and the Town. If no agreement can be reached, the Town retains the right to cancel the contract without penalty upon thirty (30) day's.
3. The contract is subject to funds being appropriated in each fiscal year. If said funds are not appropriated, the Town may cancel the contract, without penalty, upon seven (7) days notice.
4. If, while this contract is in effect, the Town arranges for receipt of its materials by an entity other than those listed above, the Town reserves the right to re-negotiate the terms of this contract with the Contractor. If the Town and the Contractor cannot reach a mutually satisfactory agreement on price, equipment, or other terms, the Town may cancel this contract without penalty upon 15 days notice.

VI. BID BOND

1. Bid security in the form of a certified check or bank draft made payable to the "Treasurer, Town of Branford", or a satisfactory bid bond executed by the bidder and a surety company, in the amount of \$12,500.00 shall be submitted with each bid.
2. The bid bond of the Successful Bidder will be retained until such Bidder has an executed Contract or, in the event of the acceptance of an alternative bid, a contract in a form acceptable to the Town, furnished the Required contract security and met the other conditions of the Notice of Award, whereupon the bid bond will be returned.
3. If the Successful Bidder fails to execute and deliver the Contract as above, and in the event of the acceptance of an alternative bid, a contract in a form acceptable to the Town, furnish the required contract security within fifteen days after the Notice of Award, the Town may annul the Notice of Award and the bid bond of that Bidder will be forfeited to the Town as liquidated damages.
4. The bid bonds of other Bidders may be retained by the Town until after the execution of the Contract, whereupon bid bonds furnished by such Bidders will be returned.

VII. PERFORMANCE AND PAYMENT BOND

1. The Successful Bidder will be required to furnish, at the time of the signing of the contract, a 100% Performance and Payment Bond with a surety company licensed to do business in the State of Connecticut and rated at least [A-] by AM Best, in amount of the contract awarded. Such bond shall be effective 7/1/13. Failure to do so may, at the sole discretion of the Town, constitute grounds for revocation of award of the contract and forfeiture of the bid bond. If the Town extends this contract, the Performance and Payment Bond must be renewed for each additional year, and proof of the new or renewed bond must be received by the Town before the expiration date of the existing bond.

VIII. PENALTIES AND LIQUIDATED DAMAGES

1. Any breach of this contract of insufficient nature to warrant forfeiture of the performance bond, or any breach of this contract where the Town chooses not to pursue the forfeiture of the performance bond or loss of contract, may, at the Town's sole discretion, subject the Contractor to a reasonable deduction in compensation, not to exceed \$100 per complaint. Such

unacceptable performance includes, but is not limited to breach of Section I, 3-4 and Section II. A deduction of greater than \$50.00 will generally only be issued for excessively-repeated or uncorrected offenses, or particularly egregious offenses. Most breaches will result only in a warning or an initial deduction of \$10.

2. Appeals of the decision of the Solid Waste Supervisor for any amount in excess of \$50 may be brought before the Branford Solid Waste Management Commission, whose decision shall be final.

IX. INDEMNIFICATION AND INSURANCE

1. The Contractor shall at all times indemnify and hold harmless the Town of Branford and its officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property (including loss of use thereof) sustained or alleged to have been sustained by (a) officers, agents, and employees of the Town of Branford and the Town itself, or (b) the Contractor, its Subcontractors, or agents, or (c) any other person, which injuries or damage are alleged to have occurred on or near the work, or to have been caused in whole or in part by the negligent acts, omissions, or willful misconduct of the Contractor, its Subcontractor, or anyone directly or indirectly employed by them, or by reason of its or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or in performing the work. Such indemnification by the Contractor shall also include all acts or omissions by the Contractor which result in environmental contamination or spill under federal, state or local law, regulation, ordinance, order, or statute as may be amended from time to time. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town for damage to property of the Town of Branford caused by the contractor, or its Subcontractors, employees, or agents, or by faulty, defective, or unsuitable material or equipment used by him or them. The Contractor agrees that so much of the money due under and by virtue of this agreement as shall be considered necessary by the Board of Selectmen may be retained by the Town until all the suits or claims for damages shall have been settled and evidence to that effect furnished to the satisfaction of the Board of Selectmen or other Town officials charged with said determination. Any monies so retained by the Town may also be used by the Town to offset any of the Town's costs or damages, including litigation expenses, and counsel fees.
2. The Successful Bidder will be required to provide evidence of insurance coverage in the amount of one million dollars (\$1,000,000) Combined Single Limit (C.S.L.) for Automobile Insurance and General Liability Insurance for Bodily Injury and Property Damage in the amount of \$1 million per occurrence, \$2 million General Aggregate, plus a \$1 million umbrella policy, and pollution coverage, in addition to standard Worker's Compensation Insurance. Certificates of such insurance shall be presented to the Town of Branford upon execution of the contract and failure to do so may, at the sole discretion of the Town, constitute grounds for revocation of the award of the contract and forfeiture of the bid bond.
3. The Contractor and all Subcontractors shall provide Automobile Liability Insurance coverage of not less than one million dollars (\$1,000,000) combined Single Limit (C.S.L.). The Automobile coverage shall include an endorsement CA 9948 or an equivalent form evidencing pollution coverage.

4. The Contractor and all Subcontractors shall provide Commercial General Liability Insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence with two million dollar (\$2,000,000) general aggregate.
5. The Town of Branford shall be listed as an additional insured on said policies.
6. The Contractor, and all Subcontractors, shall provide an umbrella liability policy of not less than \$1 million.
7. The Contractor, and all Subcontractors, shall carry at all times Workers' Compensation Insurance with limits of 100/500/100 statutory limits, and shall save the Town of Branford harmless from any and all liability and expenses that may arise in consequence of any injury to any employee, or Subcontractor's employee, under the provisions of an "Act Concerning Compensation to Workers Injured in the Course of their Employment" and all amendments thereto.
8. The insurance company shall be licensed to do business in the state of Connecticut and have an AM Best rating of no less than [A-].
9. Each certificate of insurance shall provide that sixty (60) days prior written notice be given of any expiration, cancellation, or any other material changes in the Contractor's insurance coverage. Prior to the effective date of any such cancellation, the Contractor shall take out, at its own cost, new insurance to cover the policies so cancelled. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. Contractor further agrees that any deductibles or self insured retentions are the sole responsibility of Contractor to pay and/or indemnify.
10. The contractor shall furnish certificates of insurance showing that the company has complied with the above provisions in reference to insurance and shall provide like certificates for any subcontractors. The Town may require copies of the endorsement adding the Town of Branford as additional insured, and of the CA 9948 endorsement.
11. The Contractor shall comply with all reasonable insurance requirements set by the receiving facility.

X. GENERAL

1. **Independent Contractor:** The Contractor shall be an independent contractor and not an agent or representative of the Town of Branford and shall not be authorized to enter into any contracts or agreements nor make any representations regarding the Town without the prior written authorization of the Town. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between the parties, and the Contractor, or any respective officers, members, employees or agents of it, will not be deemed to be the agent, employee or representative of the Town.
2. **Subcontracting of General Contract:** No obligation of the Contractor under this contract may be subcontracted, in whole or in part, without the permission of the Solid Waste Management Commission and Branford Board of Selectmen issued at least 30 days prior to the start of such subcontracting. This contract is not assignable. In the event that there shall be substantial

change in ownership of the Contractor, the Town has the right to cancel the contract and to re-bid it, upon thirty (30) days notice.

3. **Modification:** This Agreement contains the entire agreement between the parties, and no statement, provision, or inducement made by either the Contractor or an agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement and any Exhibit, if any, hereto shall be not modified, changed, altered, amended or cancelled in any way unless such modification, alteration, change, amendment or cancellation is agreed to in a writing signed by both parties. In this situation and for such valid reason that either party must terminate this contract before its completion date, the party shall provide such notice no less than sixty (60) days in advance of the intended termination.
4. **Waiver:** No failure on the part of either party to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.
5. **Invalidity:** In case any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.
6. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement are legal, valid and binding execution and delivery for all purposes.
7. **Governing Law:** Any controversy or claim arising out of or relating to this Agreement shall be governed by the law of the State of Connecticut without regard to its conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the Connecticut courts, both state and federal.
8. **Remedies:** The rights and remedies of the parties to this Agreement are cumulative and not alternative.
9. **Notices:** All notices shall be in writing and delivered personally, by mail, return receipt requested, or by overnight courier, to the addresses of the parties set forth at the beginning of the Agreement to the attention of the undersigned. Any such notice shall be deemed given on the date delivered.
10. **Costs and Attorneys Fees:** All costs and expenses of the prevailing party in enforcing this agreement or for injuries and damages arising there from shall be borne by the other. Costs and expenses include but are not limited to filing fees, case serving fees, court fees, witness fees for experts, travel costs for experts, reasonable attorney's fees, stenographer's fees, marshal or sheriff's fees, costs of subpoenas, and the like.
11. **Statement of Non-consumer:** Neither party, one to other, shall be considered a consumer nor a merchant pursuant to any consumer or trade practices law or regulation, and the parties specifically agree that the application of any such laws or regulations to the terms and conditions herein is inappropriate.

12. Force Majeure: Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to Unforeseen Circumstances beyond its reasonable control or force majeure. Unforeseen circumstances and force majeure shall mean such event or condition that has an effect on the rights and obligations of the parties under the Agreement which is beyond the control of the party relying thereon and constitutes a justification for a delay or non-performance of an action required in this Agreement, including but not limited to i.) acts of God, landslide, lightning, earthquake, tornado, hurricane, fire, explosion, tidal wave, blockage, sabotage, insurrection, riot or civil disturbance; ii.) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; or iii.) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or federal governmental body.
13. “Whistleblower” Protection: If an officer or employee of the Contractor takes or threatens to take any personnel action against any employee in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense.

XI. COMPETENCY AND QUALIFICATIONS OF BIDDERS

1. Each bidder shall have at least one year of experience as a hauler using roll-off trucks, in the State of Connecticut, or related experience
2. All bidders shall submit with a bid a listing of recent work performed within the State of Connecticut along with reference names and **current, accurate** phone numbers. Submission of such a listing constitutes permission for the Town to inquire of the entities so listed as to any matter or matters deemed by the Town, in its sole discretion, to be relevant to the awarding of the bid.
3. Any bidder claiming “related experience” shall provide a one-to-two page summary of such experience. This summary shall include a description of how the bidder would perform this contract, and why the signer feels he/she is qualified to perform the required services.
4. All bidders must be prepared to describe what equipment is owned, leased, or currently available to them.
5. All bidders must become thoroughly familiar with all existing site conditions under which the work will be performed and are responsible for bidding equipment and labor suitable to the performance of the work under these conditions. The bidders will be responsible for any assumptions made regarding the sites or the work to be performed and for compatibility of their equipment with any and all site requirements.
6. The contract will be awarded to the lowest responsible bidder. The Board of Selectmen reserve the right to factor in items including but not limited to references, and reputation for promptness of service in the determination of what constitutes the lowest responsible bid. Bidders with unsatisfactory references regarding service, billing, or other operational or administrative functions may be rejected regardless of bid price. The Town, in its

sole discretion, will determine whether references are satisfactory or not. As it is unknown precisely how many loads will go to which locations, the Town will use its best judgment to determine which combination of prices represents the lowest overall bid. The Town will not award locations separately.

7. Prior to the contract award the Successful Bidder must be a permitted Branford Commercial Solid Waste Hauler, and for any existing permits all information must be updated, if requested. This permit process, which requires the posting of a \$3,000 bond and the submission of owner and vehicle information, is in addition to any other requirements of this contract. Applications and update forms are available through the Solid Waste Supervisor's office.
8. If a sub-contractor is listed on the bid proposal sheet, there must be an accompanying description of what work would be performed by the sub-contractor, and under what circumstances. If the Contractor is not willing to do the work unless the sub-contractor is approved, that must also be stated. Additional information about sub-contractors must be available upon request.

XII. ALTERNATIVES

1. Any alternatives to any contract provision must be separately listed and described in detail.
2. The Town reserves the sole right to determine the equality of alternative proposals.

XIII. COMPENSATION

1. Upon submission of an invoice, the Town shall pay the Contractor within thirty (30) days for services rendered in the prior month. Each trip must be documented by a weight slip from the receiving facility verifying the date, time, net weight, material, hauler's name, and that the delivery was from the Town of Branford. No invoices will be honored that are missing all or any part of this information or that do not substantially agree with weight slips issued from the Branford Transfer Station.
2. Invoices will not be honored for any loads delivered to a facility other than that which has been authorized in writing by the Town.
3. There shall be no surcharges of any kind imposed in addition to the bid prices but the Contractor can request negotiations to request for fuel surcharges, or a change in charges per load for the following fiscal year, should the contract be extended by the Town. If no mutual agreement can be reached, then either party retains the right to cancel, or not extend the contract, upon 60 days notice, after the failure to reach such agreement.

XIV. INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the "Bid Proposal" sheets included with these specifications. Each bidder shall return two copies of each applicable "Bid Proposal" sheet.
2. Each bid proposal must be signed by a duly authorized agent of the bidder who shall also sign the Non-Collusion Affidavit of Bidder in *Exhibit A*.

3. If the bidder is a corporation of L.L.C., the bidder shall enclose a corporate resolution which authorizes the signatory to sign on behalf of the corporation.
4. Bids shall be sealed and clearly marked on the outside of the envelope with the words “Bid to Haul Municipal Solid Waste”.
5. Bids must be received at the Finance Office, Branford Town Hall, 1019 Main Street, Branford, Connecticut **until 1:00 pm** on Friday, **February 15, 2013**. The mailing address is P.O. Box 150, Branford, CT 06405-0150.

XV. OPENING AND AWARDING OF BIDS

1. Bids will be opened publicly on Friday, **February 15, 2013** at 1:30 pm in the Finance Office or other location designated by the Purchasing Clerk.
2. If there are no alternative bids involved, the contract is expected to be awarded to the Successful Bidder by the end of May, 2013, but bid prices must be held valid for 90 days.
3. The Board of Selectmen or a majority of them reserve the right to select or reject any and/or all bids containing alternative proposals, to waive any informality in proposals, and to reject any and/or all bids, or to accept such bid as shall, in its judgment, be in the best interest of the Town of Branford.

Town of Branford

Hauling of Municipal Solid Waste

BID PROPOSAL SHEET

The Contractor hereby agrees to provide the Town of Branford with equipment and labor to haul municipal solid waste to Bristol in accordance with Town Bid Specifications for the following sums:

To...	2013/2014	2014/2015	2015/2016	Monthly 16/17*
Bristol				

If to...	2013/2014	2014/2015	2015/2016	Monthly 16/17*
Bridgeport				
Preston				
Lisbon				
Mid-Conn				

Other per mile within 100 miles one-way from Branford _____2013/2014
 _____2014/2015
 _____2015/2016

*The Monthly Price for 2016/2017 is if the Town does not choose the full year contract extension.

Company Name _____

d/b/a Company Name _____

Address _____

Telephone Number _____

Authorized Agent (print) _____

Authorized Agent (Signature) _____

Title _____

Date _____