

CITY OF MIDDLETOWN
PURCHASING OFFICE
MUNICIPAL BUILDING - ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT. 06457

(860) 638-4895 phone (860) 638-1995 fax
purchase@middletownct.gov



CONTRACT DOCUMENTS

BID #2013-017
MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES
PUBLIC WORKS DEPARTMENT
Middletown, Connecticut

BID OPENING ON: Tuesday, June 25, 2013 at 11:00 AM

QUESTIONS: IN WRITING TO THE PURCHASING OFFICE

FAX: (860) 638-1995
EMAIL: [PURCHASE@MIDDLETOWNCT.GOV](mailto:purchase@middletownct.gov)

Donna L. Imme, CPPB
Supervisor of Purchases

Carl R. Erlacher
Director of Finance and Revenue Services

The contract documents for the contract entitled:

**BID #2013-017 MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES
PUBLIC WORKS DEPARTMENT**

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Hereinafter referred to as the Contract Documents

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **June 25, 2013 at 11:00 AM** for the following:

**BID #2013-017
MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES
PUBLIC WORKS DEPARTMENT**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. It is preferred that they are downloaded free of charge on the City of Middletown web site: **www.MiddletownCT.gov**. All questions concerning this bid should be directed **in writing** to the Purchasing Department **via fax at 860-638-1995 or email at purchase@MiddletownCT.gov**.

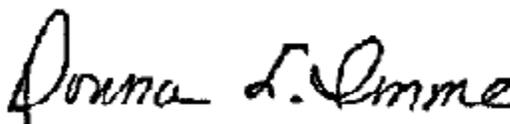
A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all bids submitted. A Performance Bond in the amount of 100% of the yearly contract sum shall be required from the selected bidder following award.

Bid proposals must be executed in accordance with and are subject to the instructions contained within the Information for Bidders. Within thirty (30) days after opening the bids, the three (3) apparent lowest responsible bidders' bond documents will be retained and all others returned. The three (3) lowest responsible bidders' bond documents may be held for a period of up to one hundred and twenty (120) calendar days or until a contract is signed and then all bond documents, other than those of the successful responsible bidder shall be returned.

Bids will be publicly opened and read aloud in **Room B12, Municipal Building, Middletown, Connecticut**. **All bids shall be submitted on the designated forms** in an envelope using the bid return label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids and amendments to bids received after the time set for the bid opening will not be considered. All bids must be completely filled out when submitted. No bid may be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the City of Middletown's written consent. Withdrawal of any bid must be submitted in writing to the City of Middletown. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **06/12/2013**
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. **Date and Place for Opening Proposals** - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Office, Room 112, at the time and place set forth therein with the award to be made as soon as practicable thereafter. Bids received prior to the date set for receipt will be securely kept sealed.

All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. **Printed Form for Proposals** - All proposals must be made upon the blank proposal form as attached hereto; should give unit prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted **sealed in an envelope using the bid return label provided.**

3. **Omissions and Discrepancies** - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.** Questions will be addressed in accordance with item #10 of the Information to Bidders

4. **Acceptance or Rejection of Proposals** - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected; any proposal containing modifications or changes made to the price sheet by the bidder may be rejected. Unbalanced bids shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

5. **Acceptance of Proposals and the Effect** - Within thirty (30) consecutive calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. **Time for Executing Contract and Damages for Failure to Execute** - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited

to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. **Determination of Lowest Responsible Bidder/Award** Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) contract in the **aggregate** to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the project as specified, providing that there are sufficient funds available to award this contract. However, the City of Middletown reserves the right to award based upon whatever is in the best interest of the City.

8. **Term of Contract and Work Order Timeframe** - The term of this contract shall be for a **period of three (3) years or thirty-six (36) months commencing on July 1, 2013 and terminating June 30, 2016.** Bidders are advised that authorization to commence work shall be subject to the receipt of a purchase order which shall be issued by each participating City Department.

The City shall reserve the right to cancel this contract after the **first contract year (2013 -2014) or any successive year** should the firm's service rating to the City over the first contract year or any successive year prove to be unsatisfactory. If the City exercises its right of termination, the bidder shall be so advised as specified in Item #11 of the Information to Bidders.

9. **Prices** - In the event of discrepancy between the unit prices or lump sum prices quoted in the proposal in words and figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to comply with the City's requirements to complete the project as specified.

10. **Interpretations and Addenda** - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, Middletown, Connecticut, 06457. **Questions may be sent via fax to (860) 638-1995 or email at purchase@MiddletownCT.gov.**

To receive consideration, such questions shall be submitted in writing at least seven days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work. The Purchasing Agent will

arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Agent will post the addenda on www.MiddletownCT.gov. Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to determine whether any addenda have been issued and if so whether he/she has received a copy of each. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. **Termination of Agreement** - The City reserves the right, if it is in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for only that work completed up to the end of that month, at which time this contract shall terminate.

12. **Insurance** - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled "Insurance Requirements" which attachment is attached hereto as Exhibit A and incorporated herein as if more fully set forth herein. The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to contract execution.

14. **Payment Terms and Invoicing** - Discounts for early payment are preferred. Terms shall be net 30 days unless specified otherwise. The bidder shall submit an itemized payment invoice for each purchase order received for approval at the completion of all work. The Director or his designee shall then review and approve the request/invoice for payment and forward same to the Finance Department for payment. Payment shall be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department.

15. **Excise and Sales Tax** - Services provided to the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

16. **Firm Pricing** - The City of Middletown requires that all bidders hold bid pricing firm for the term of contract.

17. **Condition Necessary to Complete Contract to Satisfaction of the City of Middletown** - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

18. **Conditional/Qualified Bids** - A conditional or qualified bid will not be accepted.

19. **Corrections to Bids** - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder. Modifications to the proposal page (form) will not be accepted by the City of Middletown without prior written authorization.

20. **Items, Indeterminate Items, and Comparison of Bids** -

A. The work to be done under this contract has been divided into parts or items to enable each bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the proposal.

B. The owner promises to examine and consider thoroughly each proposal submitted provided that bidder, in return, promises as set forth in the proposal that he will not withdraw his proposal while it is being considered and will execute the contract agreement and furnish the required bonds and insurance certificates if his proposal is accepted.

C. Bids will be compared on the basis of the quantities and unit or lump sum prices stated in the proposal.

21. **Bonds** -

A. **Bid Bond** - The proposal must be accompanied by a Bid Bond which shall not be less than ten (10%) percent of the **total bid amount**. The Bid Bond shall be prepared on the forms attached to these documents, or, on the form of a recognized Surety Company acceptable to the City.

Certified checks in an amount of not less than ten (10%) percent of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown.

B. **Guarantee by Surety** - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut that it will provide the 100% Labor and Material Payment Bond and the 100% Performance Bond required by the contract documents if the bidder's bid is accepted.

C. **Performance Bond** - The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the yearly contract price as security for faithful performance of the contract. Surety on the bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and the bond shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown.

D. **Amendments to Bonds** - Any changes, modifications, amendments and/or alterations to any of the required bonds shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

22. **Permits** - The bidder shall be required to file any necessary

permits prior to the start of work; fees for local permits shall be waived.

23. **Time for Performance** - The bidder shall be required to provide collection and disposal services in accordance with the requirements set forth in these specifications. The bidder shall be required to provide all equipment, labor, materials, and incidentals required to collect, transport and dispose of the bulky waste collected.

Failure to meet said collection schedule, shall constitute default, and breach of contract and the City may then authorize procurement of such equipment material and or service from the most expeditious alternate source available to them.

All excess expenses charged for the alternate procurement of defaulted delivery or service under this contract will be deducted from monies due to the awarded bidder on this contract. If no monies are due, the bidder shall pay to the City the difference between the contract price and what the City must pay to obtain the item from an alternate source.

24. **Facsimile Bids** - Facsimile bids will not be accepted by the City under any circumstance.

25. **Assignment of Antitrust Claims** - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

26. **Americans with Disabilities Act-** The contractor/ service provider, in performing this agreement will at all times comply with the provisions of Title II, the nondiscrimination and access requirements, of the American with Disabilities Act.

27. **Bidders Qualifications** - The City of Middletown may make such investigation as deemed necessary to determine that ability of the bidder to discharge his/her contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill his obligations and complete the terms of the contract. Determination of the lowest responsible bidder will be administered in conformity with the City ordinance. Each bidder shall submit, on the form furnished for that purpose, his qualifications for the work contemplated.

28. **Direction of Work** - The work will be performed under the supervision of the City appointed designee for each participating department.

29. **Partial Bids:** Bidders shall be required to submit a bid on each listed item. Partial bids will not be accepted and the bidder will be deemed non-responsive.

30. **Partial Award:** The City of Middletown shall reserve the right to award this contract in whole or part without prejudice towards

the bid prices if to do so is in the best interest of the City.

31. **Right of Cancellation-** The City of Middletown shall reserve the right to cancel this bid request in whole or part without penalty at any time prior to the date established for the receipt of bids. If the City elects to cancel this request all prospective bidders shall be notified by a written addendum to this contract.

32. **Bid Prices-** The cost per location shown on the bid form shall include all labor, equipment, materials and incidentals required to furnish and install the units complete.

33. **Site Visit-** Bidders shall be required to complete an inspection of the site(s) of proposed work to verify existing conditions affecting the work. Failure to complete this inspection shall not relieve the bidder of this responsibility or entitle them to any additional consideration or compensation with respect to this contract.

34. **Equivalent or Equal Unit / Substitutions** - Unless limited by the term "no substitute" the use of the name of a manufacturer of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

Ordinance amending Section 78-8-M of the City of Middletown Code of Ordinances shall be used in determining the lowest responsible bidder for this contract. For your information, the ordinance reads as follows:

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of 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 performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder

agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, transgender status, gender identity or expression, national origin, ancestry, sexual orientation, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, Union membership, genetic History, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner is prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this article.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its

contract on this project. **(4/7/80; 3/8/93, 11/1/02, 2/3/03)**

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. **(11/1/02)**

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Principal Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:
(Check the one which applies.)

- ___ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.

- ___ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Principal Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Principal Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:

My Commission Expires: _____

BID #2013-017
MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES
PUBLIC WORKS DEPARTMENT

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from companies interested in providing mixed bulky waste transportation and disposal services to include but not limited to furnishing forty (40) cubic yard roll off containers for collection, round trip transportation of materials collected and a disposal facility. It is the intent of the City of Middletown to enter into a term contract with the successful bidder to provide these services **with fixed pricing for a period of three (3) years or thirty-six (36) months** to commence on **July 1, 2013 and terminating on June 30, 2016.**

SCOPE OF WORK

It is the intent of these specifications to obtain the services of a licensed refuse hauler to provide a clean, courteous, well scheduled and well executed mixed bulky waste collection system to collect bulky waste deposited in roll off containers and placed at the Middletown Recycling Center located at the intersection of Johnson and North Main Streets and to transport same to a licensed disposal facility. It is the intent of these specifications to insure that operating problems are kept to a minimum, are immediately corrected, and administered by the contractor selected.

GENERAL: Service to be provided pursuant to this contract includes furnishing all labor, equipment, materials and incidentals necessary for the transportation and disposal of tree stumps, tree trunks and mixed bulky waste. Mixed bulky waste shall be defined to include but shall not be limited to furniture, glass, sheet rock, miscellaneous inert material, treated and untreated lumber, miscellaneous metal attached to another material, ash and general construction debris, etc. The mixed solid waste will be loaded by the City into the **City's containers** and placed at the above location.

TECHNICAL SPECIFICATIONS

LOCATION:

Middletown Recycling Center located north of the North Main Street and Johnson Street intersection.

COLLECTION CONTAINER REQUIRED:

The City of Middletown will provide the 40 cubic yard heavy duty roll off containers for the collection of the mixed bulky waste. It will be the responsibility of the vendor to transport, dispose and return the empty container back to the Recycling Center.

In the event of an emergency in which the container cannot be provided by the City of Middletown, a 40 cubic yard container shall be provided and maintained for bulky waste on an "AS NEEDED EMERGENCY BASIS" only subject to written authorization from the Director of Public Works or his designee. Vendor is to provide rental pricing per container.

MATERIAL TO BE COLLECTED:

For the purpose of this contract, mixed bulky waste shall be defined to include but shall not be limited to solid waste which contains wood and plastic furniture, padded furniture, glass, sheet rock, construction debris, treated and untreated lumber, miscellaneous metal attached to another material, ash, and similar non-putrescible non-recyclable material, etc.

TRANSPORTATION AND DISPOSAL:

The bidder shall provide round trip transportation service to a licensed disposal site or processing facility for the disposal of the mixed bulky waste collected as defined above. The site must be an approved DEP facility. Bidders may submit a bid to dispose of this material at their own facility if they own and maintain their own disposal facility (landfill) or for transportation services only to a licensed facility.

If an alternate disposal (landfill) site is proposed, the bidder shall so state in his/her bid and shall provide the name and address of the disposal site to be utilized.

- Disposal or tipping fee shall be on a per ton rate.
- Transportation shall be at a per trip cost.

ALTERNATE BID

DISPOSAL (TIP SERVICE ONLY)

The City will also accept a bid for bulky waste tipping fee only at any State of Connecticut licensed Sanitary Bulky Waste Landfill and/or Transfer Station.

Said facility shall have a truck scale and shall be operational a minimum of five days per week from 7:00 a.m. to 3:00 p.m. The licensed bulky waste Sanitary Landfill and/or the Transfer Station shall be no more than **12 road miles** from the gate of the Middletown Transfer Station to the tip floor of the Sanitary Bulky Waste Landfill and/or Transfer Station.

For each load of bulky waste tipped at the licensed Sanitary Bulky Waste Landfill and/or transfer station, the vendor shall provide a weight slip showing the gross weight, the tare weight and the net weight, date and time. On a monthly basis the vendor shall submit his/her invoice. Said invoice to show date and net weight of each load and tip fee rate, extended total cost per load and total for the month.

COLLECTIONS REQUIRED:

The bidder shall be equipped to provide removal of full containers **within twelve (12) hours** from telephone notification. In general, it is anticipated that the number of loads will vary with the season, expecting more collections in the spring, summer and fall seasons with fewer collections in the winter months. On an average, it is anticipated that there will be over five (5) to seven (7) full 40 cubic yard roll offs generated per week.

COLLECTION SLIPS:

The bidder shall provide collection tickets for each full container removed indicating the date and time of collection and the tonnage of each container removed. Each collection ticket must be signed by a City employee assigned to the Recycling Center and matching tonnage ticket to be provided with each invoice.

INVOICING AND PAYMENT:

The bidder shall submit an itemized invoice on a monthly basis to include:

1. date of collection;
2. a chronological listing of each collection made per month,
3. the net tonnage of each container
4. number of containers provided for the full month

Payment shall be made to the bidder in accordance with item #27 of the "Information to Bidders". The successful bidder shall be compensated only for the actual number of containers provided, the number of trips and the total number of tons of bulky waste.

CONTAMINATION:

It is anticipated that there may be some contamination. This contamination shall be accepted as part of the load. If excessive contamination occurs, the bidder shall make arrangements with a City representative to examine a load before it is decanted at the bidder's facility. Upon confirmation, the city will take additional steps to assure cleaner load. No additional compensation shall be due the successful bidder for contaminated loads.

OTHER SERVICES:

TREE STUMPS AND TREE TRUNKS: Tree stumps and tree trunks of various lengths will be stockpiled separately. Upon accumulating a reasonable stockpile, the City will call for a 40 cubic yard roll off which will be loaded by City employees. Said container shall be picked up within twenty-four (24) hours notice and shall be replaced with another container. Payment for stumps and tree trunks shall be based on:

- 1) Rental rate for container
- 2) Haul cost
- 3) Tip fee based on net tons.

COLLECTIONS:

The bidder shall complete collection between the hours of 7:00 A.M. and 3:00 P.M.

TIPPING FEE:

The tipping fee shall be that bid price for each calendar year of the contract.

BID PROPOSAL PAGE:

The bidder shall furnish the following information in the space provided on the proposal form.

- A. Type of Collection Vehicle to be Used: Indicate make, year, capacity, and present location of vehicles to be utilized pursuant to this contract.
- B. Number of Spare Collection Vehicles: Indicate number, make, year and capacity of spare units, not regularly scheduled for a particular route, that will be used in the event of collection unit breakdown. One spare vehicle is the minimum required.
- C. Location of Collection Vehicle Storage: Location where equipment vehicles will be stored overnight and maintained.
- D. Description of Roll Off to be Used: Note type, manufacturer etc. of dumpster to be used.
- E. Disposal Facility (Landfill): Name and address of disposal facility.
- F. D.E.P. License: Current license number, date of issue and termination.
- G. Recycling Opportunities: The City is interested in recycling as much bulky waste as possible. The bidder shall provide a general break down of any material that will be separated for recycling. A listing shall include the type of material and how it is recycled, if any.

COMPLIANCE WITH LAWS:

These specifications shall be incorporated in a contract between the City and the successful bidder. All work performed in accordance with this contract shall comply in every respect with all applicable laws and safety standards of the Federal Government, State of Connecticut and the City of Middletown.

SUBCONTRACTING:

The bidder shall not transfer, sublet or assign the contract for bulky waste collection to any person, firm or corporation or in any way vary the terms of this contract without written permission from the City of Middletown.

In the event that the bidder attempts to transfer, sublet or assign this contract to any person, firm or corporation, including any entity controlled by the bidder, this agreement shall terminate at the option of the City.

CONTRACTOR'S RESPONSIBILITIES:

Removal of the roll off containers on transport vehicles shall be accomplished with as little noise or other nuisance as may be practical. The bidder shall pick up any material scattered during transportation. The bidder shall provide and maintain all equipment, including automotive equipment and roll offs, necessary for carrying out this contract. The roll off units and transportation vehicles shall be clean and well maintained. City facilities shall not be used to wash or maintain vehicles and or roll off units.

The bidder shall conform to all applicable City of Middletown Code of Ordinances in the execution of this contract. The Code of Ordinances are subject to change and it will be the contractor's responsibility to be familiar with and to abide by these changes as applicable.

CITY'S RESPONSIBILITIES:

The City shall load the mixed bulky waste collected into the bidder's containers. During the winter season, the City will keep the roll off areas clear of accumulated snowpiles. Accumulated snow shall mean precipitation of six (6) inches or more in height.

QUALIFICATION OF BIDDERS:

Each bidder must show evidence of having carried out a similar contract and have a minimum of three (3) years experience. This three year experience must have been within the last ten (10) years and shall be documented on the Bidders Reference form incorporated herein. In addition, the bidder shall submit the minimum of two (2) letters from businesses and/or municipalities commenting on the quality of service and stating whether the official responsible for administering this contract would extend the contract based on past performance. These letters must be submitted with the Proposal.

**BID #2013-017
MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES
PUBLIC WORKS DEPARTMENT**

BID PROPOSAL PAGE

Issue Date: **06/12/2013** Reply Date: **Tuesday, June 25, 2013 at 11:00 AM**

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

We, the undersigned, have examined the proposed work to be undertaken and have read all attached or referenced documents; and we propose and agree that we will contract with the City of Middletown (herein called the Owner) to provide all necessary labor, machinery, tools, apparatus, and equipment and do all the work and furnish all materials called for in the contract documents in the manner prescribed and according to the requirements of the owner, for a contract period to commence **on July 1, 2013 and terminating June 30, 2016**, for a contract term of thirty-six (36) months, as therein set forth, and that we will take in full payment therefore, the following sums, to wit:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED	
COMPANY NAME	SIGNATURE AND TITLE

THIS BID IS MADE WITH THE UNDERSTANDING THAT IT CANNOT BE WITHDRAWN FOR **NINETY (90) DAYS** AFTER THE DATE SET FOR OPENING OF BIDS.

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENSION (QTY X UNIT PRICE)
CONTRACT YEAR ONE: 7/1/2013 TO 6/30/2014				
1.	12	PER EACH MONTH	RENTAL OF 40 C.Y. ROLL OFF CONTAINER FOR TREE STUMPS UNIT PRICE PER EACH PER MONTH: _____ (\$ _____) Written figures	\$ _____
2.	400	PER EACH ROUND TRIP	MIXED BULKY WASTE: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
3.	26	PER EACH ROUND TRIP	TREE STUMPS AND LOGS: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
4.	4800	PER EACH TON	TIP FEE FOR BULKY WASTE - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
5.	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL – CONTRACT YEAR ONE: 7/1/2013-6/30/2014				(ITEMS #1-5 INCLUSIVE)
_____ (\$ _____)				
Written figures				

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENSION (QTY X UNIT PRICE)
CONTRACT YEAR TWO: 7/1/2014 TO 6/30/2015				
6.	12	PER EACH MONTH	RENTAL OF 40 C.Y. ROLL OFF CONTAINER FOR TREE STUMPS UNIT PRICE PER EACH PER MONTH: _____ (\$ _____) Written figures	\$ _____
7.	400	PER EACH ROUND TRIP	MIXED BULKY WASTE: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
8.	26	PER EACH ROUND TRIP	TREE STUMPS AND LOGS: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
9.	4800	PER EACH TON	TIP FEE FOR BULKY WASTE - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
10.	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL – CONTRACT YEAR TWO: 7/1/2014-6/30/2015				(ITEMS #6-10 INCLUSIVE)
_____ (\$ _____)				
Written figures				

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENSION (QTY X UNIT PRICE)
CONTRACT YEAR THREE: 7/1/2015 TO 6/30/2016				
11.	12	PER EACH MONTH	RENTAL OF 40 C.Y. ROLL OFF CONTAINER FOR TREE STUMPS UNIT PRICE PER EACH PER MONTH: _____ (\$ _____) Written figures	\$ _____
12.	400	PER EACH ROUND TRIP	MIXED BULKY WASTE: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
13.	26	PER EACH ROUND TRIP	TREE STUMPS AND LOGS: ROUND TRIP* TRANSPORTATION OF FULL 40 C.Y. ROLL OFF CONTAINER TO DISPOSAL FACILITY FROM THE MIDDLETOWN RECYCLING CENTER UNIT PRICE PER EACH ROUND TRIP: _____ (\$ _____) Written figures NAME / ADDRESS OF DISPOSAL FACILITY: _____	\$ _____
14.	4800	PER EACH TON	TIP FEE FOR BULKY WASTE - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
15.	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS - PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL - CONTRACT YEAR THREE: 7/1/2015-6/30/2016				(ITEMS #11-15 INCLUSIVE)
_____ (\$ _____)				
Written figures				
TOTAL – FOR BASE BID (ITEMS #1-15 INCLUSIVE)				
_____ (\$ _____)				
Written figures				

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENSION (QTY X UNIT PRICE)
ALTERNATE BID I. AS NEEDED BASIS THROUGHOUT THE CONTRACT TERM				
16	1	PER EACH	RENTAL OF 40 C.Y. ROLL OFF CONTAINER ON AN "AS NEEDED EMERGENCY BASIS" ONLY UNIT PRICE PER EACH, PER MONTH: _____ (\$ _____) Written figures	\$ _____
TOTAL – FOR ALTERNATE BID I.			(ITEM #16 INCLUSIVE)	
_____			(\$ _____)	
Written figures				
ALTERNATE BID II. DISPOSAL ONLY - TIP SERVICE ONLY				
CONTRACT YEAR ONE: 2013-2014				
17	4800	PER EACH TON	TIP FEE FOR MIXED BULKY WASTE TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
18	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL – CONTRACT YEAR ONE: 7/1/2013-6/30/2014			(ITEMS #17-18 INCLUSIVE)	
_____			(\$ _____)	
Written figures				
CONTRACT YEAR TWO: 2014-2015				
19	4800	PER EACH TON	TIP FEE FOR MIXED BULKY WASTE TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
20	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL – CONTRACT YEAR TWO: 7/1/2014-6/30/2015			(ITEMS #19-20 INCLUSIVE)	
_____			(\$ _____)	
Written figures				

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENSION (QTY X UNIT PRICE)
CONTRACT YEAR THREE: 7/1/2015 TO 6/30/2016				
21	4800	PER EACH TON	TIP FEE FOR MIXED BULKY WASTE TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
22	200	PER EACH TON	TIP FEE FOR STUMPS AND LOGS TIPPED AT LICENSED VENDORS SITE DELIVERED BY CITY, UNIT PRICE PER TON: _____ (\$ _____) Written figures	\$ _____
SUBTOTAL – CONTRACT YEAR THREE: 7/1/2015-6/30/2016 (ITEMS #21-22 INCLUSIVE)				
				_____ (\$ _____)
Written figures				
TOTAL – FOR ALTERNATE BID II. (ITEMS #17-22 INCLUSIVE)				
				_____ (\$ _____)
Written figures				

IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:

THE VARIOUS **UNIT PRICES BID WILL CONTROL** IN ANY CONTRACT(S) WHICH MAY BE AWARDED ARISING FROM THIS BID; THAT THE ESTIMATED QUANTITIES ABOVE ARE APPROXIMATE ONLY AND ARE USED SOLELY FOR THE PURPOSE OF COMPARISON OF BIDS; THAT THE NUMERICAL PRODUCTS OBTAINED BY MULTIPLICATION OF THE ABOVE UNIT PRICES WITH THE ESTIMATED QUANTITIES AND THE TOTAL DERIVED THEREOF HAVE BEEN INSERTED ONLY FOR THE CONVENIENCE OF THE BIDDER AND TO FACILITATE CONSIDERATION OF THE BIDS BY THE OWNER.

NO REPRESENTATION OF WARRANTY HAS BEEN MADE BY THE OWNER THAT THE ESTIMATED QUANTITIES USED FOR COMPARISON OF BIDS WILL EVEN APPROXIMATE THE ACTUAL QUANTITIES REQUIRED TO SATISFACTORILY COMPLETE THE WORK REQUIRED UNDER THIS CONTRACT.

UPON RECEIPT OF WRITTEN NOTICE OF ACCEPTANCE OF THIS BID BY THE OWNER, THE BIDDER SHALL EXECUTE THE CONTRACT ATTACHED TO THESE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS AND DELIVER THE BONDS AS REQUIRED IN THESE DOCUMENTS. THE BID SECURITY SUBMITTED WITH THIS BID WILL BECOME THE PROPERTY OF THE OWNER IN THE EVENT THE CONTRACT AND BONDS ARE NOT EXECUTED WITHIN THE TIME HEREIN SET FORTH AS LIQUIDATED DAMAGES FOR THE DELAY AND ADDITIONAL EXPENSE TO THE OWNER CAUSED THEREBY.

THIS BID IS SUBMITTED IN FULL COMPLIANCE WITH THE CONDITIONS OUTLINED IN THE CONTRACT DOCUMENTS. THE BIDDER HAS FULLY RESPONDED TO AND COMPLETELY FILLED IN ALL REQUIRED SPACES IN THE BID DOCUMENTS, INCLUDING THE NON-COLLUSIVE FORM, AND OBTAINED THE NECESSARY NOTARY PUBLIC SIGNATURES, WHERE REQUIRED. IF THIS BID SHOULD BE ACCEPTED BY THE CITY OF MIDDLETOWN AND THE BIDDER SHALL FAIL TO NEGOTIATE AND FULFILL ALL TERMS OF THE CONTRACT, THE BID BOND ACCOMPANYING THIS BID (PROPOSAL) SHALL BECOME THE PROPERTY OF THE CITY OF MIDDLETOWN; OTHERWISE, THE ACCOMPANYING BID BOND WILL BE RETURNED TO THE UNDERSIGNED UPON SATISFACTORY EXECUTION OF THE CONTRACT. WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ATTACHED HEREIN.

TRANSPORT VEHICLES TO BE UTILIZED

MAKE	MODEL YEAR	CAPACITY	LOCATION

SPARE COLLECTION VEHICLES (MINIMUM ONE VEHICLE REQUIRED)

LOCATION OF COLLECTION VEHICLE STORAGE

DESCRIPTION OF ROLL OFF CONTAINERS TO BE USED

TYPE	MANUFACTURER

TYPE OF MATERIAL RECYCLED	HOW MATERIAL IS RECYCLED
---------------------------	--------------------------

1.	
2.	
3.	

What material(s) is your company considering recycling in the future? _____

 Additional materials should be listed on an additional sheet.

BID BOND / CERTIFIED CHECK

BID BOND, CERTIFIED CHECK, OTHER SURETY IN THE AMOUNT OF:
 _____ (\$ _____)
 Written figures

LICENSE INFORMATION

D.E.P. LICENSE: _____ (ATTACH A COPY)

DATE OF ISSUE: _____ DATE OF TERMINATION: _____

____ ATTACH BIDDER REFERENCE SHEET, REFER TO PAGE 24 OF THESE SPECIFICATIONS FOR FORM

____ ATTACH TWO (2) CLIENT REFERENCE LETTERS, REFER TO PAGE 14 OF THE "TECHNICAL SPECIFICATIONS".

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. 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 bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. 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 person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
Bidder's Reference Sheet**

BID #2013-017 MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES

Name of Bidder: _____

REFERENCE #1 Name: _____

Address: _____

Contact Person: _____ Phone #: _____.

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #2 Name: _____

Address: _____

Contact Person: _____ Phone #: _____.

Product/Project/Service
Description: _____

Total Contract Sum: \$ _____

REFERENCE #3 Name: _____

Address: _____

Contact Person: _____ Phone #: _____.

Product/Project/Service
Description: _____

Total Contract Sum: \$ _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the _____

hereinafter called the "Owner", in the penal sum of \$ _____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **BID#2013-017 MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES - PUBLIC WORKS DEPARTMENT**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2013, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERNATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND /OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest:

By:_____
Corporate Principal

Business Address

By_____
Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By_____
Affix Corporate Seal

Countersigned by_____

*Attorney-in-fact, State of_____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and _____

_____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called "City" in the amount of _____ (\$ _____)

for the payment whereof Principal and Surety bind themselves , their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, 2013 entered into a Contract with the City for **Bid #2013-017 MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES - PUBLIC WORKS DEPARTMENT** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety, recognizing that the Contract shall be in effect for Three (3) years, but desiring to limit its liability under this bond for a period of one (1) year, hereby makes as a condition of the issuance of this bond the acceptance and agreement by the obligee that this bond shall remain in effect for the term of July 1, 2013 to June 30, 2016, renewable for 2 additional 1(one) year terms and that this time limitation shall supersede any and all contract requirements or this bond shall be null and void and of no force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,

2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND / OR ALTERED.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument and set their respective seals this ____ day of _____, 2013

In the presence of:

_____(SEAL)
Principal

by _____

_____(SEAL)

BY _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in Bid No. **Bid #2013-017 MIXED BULKY WASTE TRANSPORTATION AND DISPOSAL SERVICES - PUBLIC WORKS DEPARTMENT**, if _____ 's bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ___ day of _____, 2010.

Signed, Sealed and Delivered
in the Presence of:

**SURETY COMPANY OF DULY
AUTHORIZED AGENT**

Its _____, Duly Authorized

EXHIBIT A – INSURANCE REQUIREMENTS

Bid# 2013-017
Mixed Bulky Waste Transportation and Disposal Services
Public Works Department

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to endeavor to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

**June 10, 2013
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2013-017-Mixed Bulky Waste Transportation and Disposal Services

Return Date: Tuesday, June 25, 2013 at 11:00 AM

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**