TOWN OF HAMDEN
REQUEST FOR PROPOSAL #19-11
MSW, RECYCLEABLE & BULKY
WASTE

The Town of Hamden is accepting proposals for provision of Solid Waste Services. These services shall include management, collection and transportation of all acceptable solid wastes, recyclables, scrap metal and bulky material from residential, (curbside only), municipal and educational premises and proper discharge of such material.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center 2750 Dixwell Avenue, Hamden, CT between the hours of 8:30 A.M. and 4:30 P.M., Telephone (203) 287-7110. This RFP and Addenda's may be downloaded at www.biznet.ct.gov or a PDF version may be obtained by e-mailing a request to purchasing@hamden.com. It is the responsibility of the vendor to check the website for such addenda prior to submission of any Bid or RFP. Failure to address any addenda relating to the bid of interest may disqualify submitted and or proposals.

All questions are to be submitted to purchasing@hamden.com. Last day for questions is Tuesday, May 21, 2019.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time.

Sealed proposals (1 original and 5 copies along with 1 electronic copy on a flash drive) will be received at the Finance Office to be held in the Purchasing Lock box until 11:00 A.M. on Tuesday May 28, 2019 at which time they will be publicly opened and read aloud. Bids received after the time set will be considered informal and will be rejected.

The Town of Hamden reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in a bid or portion thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent
TOWN OF HAMDEN
REQUEST FOR PROPOSALS 19-11
MSW, RECYCEABLE AND BULKY WASTE

INTRODUCTION

The Town of Hamden is accepting proposals for provision of Solid Waste Services as further defined in this Request for Proposal. These services shall include management, collection and transportation of all acceptable solid wastes, recyclables, scrap metal and bulky material from residential, (curbside only), municipal and educational premises and proper discharge of such material. The Contractor shall be responsible for providing and assuming all costs for labor, equipment, materials and all else whatsoever required to effect the aforementioned service, and shall be in compliance with all Federal, State, and local laws. Tipping fees are to be paid at all times by the Town of Hamden.

The relationship between the Town and Contractor is expected to be a mutually beneficial partnering concept in which respective strengths in experience, technology and resources will be shared freely. The intent of this relationship is to constantly improve the efficiency and quality of service provided, including but not limited to Scope of Services as set forth, inclusive hereof.

The Contract will be awarded by the Town of Hamden to that bidder whose proposal will provide the best value to the Town, as determined by the award criteria defined in this Request for Proposal. The Town reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Town will be served.

Hamden is a community of approximately 63,545, with a land area of approximately 33 square miles consisting of approximately 17,000 housing units. The solid waste services encompassed in this solicitation include the management, collection, transportation and discharge of solid waste and recyclables from residences (curbside only), Town facilities and schools and transportation and discharge from the same aforementioned premises.

The Contract will have a four (4) year Contract term, with three (3) two year extensions for a possible (10) ten year Contract term. The Town owns the existing refuse carts; the selected Contractor shall perform ongoing repairs to the carts as necessary (e.g. Replacing broken wheels, replacing lost or broken lids, handles, end caps, etc.).
SCOPE OF WORK

The proposal shall include a statement of public and private sector work that it has done within the past 60 months of a similar character to that included in the proposed Contract, and give references that will enable the Town to judge its experience, ability to meet completion date, skill and business standing.

The Proposal’s Operational Plan is required to include the following:

Number of collection routes per refuse collection day: A route shall mean that area of Town serviced by one collection truck per day. The Town requests minimal change to the current schedule.

Number of employees assigned to each collection route: Include all persons necessary to service one route including the collection truck driver and staff to respond to and resolve all service related issues.

Type of collection vehicle to be used should be fully automated: Indicate make, year, capacity, and planned replacement year of each vehicle to be used on regularly scheduled routes.

Number, description and location 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. At least one spare fully operational vehicle per collection type (refuse, recycle, and bulky/metal) is the minimum required.

Location of Collection Vehicle Storage: Location where equipment and vehicles will be stored overnight and maintained.

Subcontracting: The successful bidder may utilize the services of specialty Subcontractors on those portions of the work which, under normal Contracting practices, are performed by specialty Subcontractors. The successful bidder shall not award any portion of the work to a Subcontractor without prior written approval of the Town. The acceptance of any and all Subcontractors shall reside with the Town, and the Town’s decision shall be final. The successful bidder shall be fully responsible to the Town for the performance, finished products, acts and omissions of its Subcontractors and persons directly or indirectly employed thereby. The successful bidder shall cause appropriate provisions, including insurance and indemnification requirements, to be included in all Subcontracts relative to this project to bind Subcontractors to the provisions of the Contract and these bid documents as applicable to work performed by the Subcontractor on this project and appropriate provisions to give the Town the same powers and authority over any Subcontractor as it has over the Contractor under the provisions of said documents.
Change in the Work

The Town may authorize, via the Public Works Director or his designee, minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. If the Contractor believes that any minor change or alteration authorized by the Town entitles it to an increase in the Contract price, it may make a claim within thirty calendar days from the authorization of such change therefore as provided hereafter. Example: collection of illegal dumping by others or collection from abandoned or blighted properties. There have been occasions where things have been left on the side of the road. It is the Town’s expectation that the Contractor will still collect and discard the item correctly. Another example of non-additional work is in the event an item falls off a moving vehicle. The Town is asking for an Add Alternate add on price for a Truck, Driver and two men crews. Town will pay all tipping fees.

Another example could be re-routing due to road closure. During construction season, streets may be closed due to traffic and trash collection may not be possible. The Town expectation is that collection would occur on the next business day.

Additional work performed by the Contractor without authorization of a Change Order approved by the Public Works Director or his designee will not enable it to an increase in the Contract price.
SCOPE OF SERVICES

These services shall include management, collection and transportation of all acceptable solid wastes, recyclables, scrap metal and bulky material from residential (curbside), municipal and educational premises and discharge of such material. The Contractor shall be responsible for providing and assuming all costs for labor, equipment, materials and all else whatsoever required to effect the aforementioned service. Tipping fees are to be paid by the Town of Hamden. As this is a request for proposal, we ask that Contractors keep in mind the following describes our current processes. As the experts in the industry, we encourage Contractors to propose better, more efficient, or cost effective measures of achieving these Scope of Services.

The Contractor shall collect daily from the curb refuse and recycling from town designated residential units in accordance with a routine schedule.

The Contractor shall collect from the following locations:

- Worth Avenue Housing Authority
- Woodruff Street Housing Authority
- Treadwell Street Housing Authority
- Meadow Brook- Non Automated truck pickup

Refuse collected at the curb shall be transported, as directed by the Town, to the Covanta facilities at the Wallingford location which the town is currently under contract for the disposal sites MSW. Bidders are requested to provide second location within 35 miles as and add alternative option when /if Wallingford contract expires. The Town reserves the right to direct Contractors to an alternate site that is located within thirty five (35) miles from the geographical confines of the Town of Hamden by the most direct route.

Bulk Waste collected at the curb shall be transported, as directed by the Town to a facility within thirty five (35) miles from the geographical confines of the Town of Hamden by the most direct route.

The Contractor shall collect daily solid wastes and weekly recyclables from town designated municipal and educational premises in accordance with a routine schedule.

Recyclables include any recyclables acceptable for disposal and any added to the list of recyclable materials as contained in Chapter 446d of the Connecticut as may be amended. General Statutes and the Regulations of the State of Connecticut Department of Environmental Protection in accordance therewith.

Municipal Public Litter Collection: Contractor shall collect acceptable solid waste from public litter receptacles located in various areas of the Town on a schedule approximately 59 twice a week.

Contractor shall provide pricing per barrel per collection. Provide the town curbside bulky waste pickup for resident for a 4 week time frame as an add-alternate option
The town vendor provides curbside bulky waste pickup for residents. See add alternate.

The Contractor shall provide pricing (refer to bid sheet for various options requested) for collection from the curb of acceptable non-processable waste and/or bulky waste from town designated residential units.

The Contractor shall provide pricing (refer to bid sheet for various options requested) for collection and disposal from the curbside acceptable metal waste from residential units.

The Town operates a transfer station where town residents can drop off Bulky waste. The vendor will need to supply 40 yard containers as needed and dispose off-site as when full, to town designated site. Currently up to 8 containers at any given time.

Curbside pick-up from residents' homes of Municipal Solid Waste (MSW) weekly and recycling bi-weekly.

Some residents' require rear yard pick up of MSW and Recycling and a list will be provide by the town and updated yearly. Currently list is approximately 400.

All MSW and recycling need to be collected from Town buildings/sites and as indicated.

**Alternates:** The Town of Hamden prides itself on being proactive and environmentally conscious. As a result, it requires alternate pricing for the following items. They shall be on a per collection basis and shall include all labor, equipment, materials, and whatsoever necessary to complete said function.

*Supplemental operations* shall consist of Contractor providing a truck, a driver, and a minimum of two (2) laborers.

*Supplemental Bulk trash Collection:* The Contractor is expected to provide the Town with a weekly rate for a truck and driver and two laborers for the collection of Bulk trash.

Provision of Roll off Container Services for Special Municipal Events: The Contractor shall upon request by the Town’s Agent furnish roll off containers with a minimum capacity of thirty cubic yards to a designated location and shall pickup, transport and discharge acceptable solid waste stored in such roll off container. Each bidder shall state a unit price for the provision of the containers and transportation and discharge of acceptable solid waste. The roll off containers once delivered may remain on site for as long as thirty calendar days. Demurrage charges shall not be assessed against the Town. Tipping fees on material in roll off containers shall be paid by the Town.
Collection Vehicles

Vehicles shall be used in the collection of acceptable **solid waste, scrap metal and bulky materials**. All such items shall be transported in a vehicle that will safely carry such items to prevent spillage and damage. Vehicles shall be kept clean and neat, exterior shall be washed once a week. Vehicles used shall be labeled with the Contractor's name, address and telephone number. Such labeling shall be legible at 100 feet from either side of the vehicle. All vehicles used in the collection of acceptable solid waste shall be kept water-tight and drain plugs, if available, shall be kept closed during collections in inclement weather. The vehicles shall be kept in proper operating condition and maintained in accordance with acceptable maintenance practices. All vehicles used in the performance of the Contractor's duties shall be in conformance with all applicable Federal, State, and Local regulations and legal mandates. Contractor shall be responsible for clean up any vehicle fluid leaks (from their vehicle only) including but not limited to providing speedy dry.

Vehicles shall be used in the collection of **recyclable materials**. Recyclable materials shall be transported in a vehicle that will safely carry such items to prevent spillage and damage. Vehicles shall be kept clean and neat, shall be washed inside and exterior steam-cleaned not less than once per week. Vehicles used shall be labeled with the Contractor's name, address and telephone number. Such labeling shall be legible at 100 feet from either side of the vehicle. The vehicles shall be kept in proper operating condition and maintained in accordance with acceptable maintenance practices. All vehicles used in the performance of the Contractor's duties shall be in compliance with all applicable Federal, State and Local regulations and legal mandates.

Residential Containers

The Town has currently provided 96 gallon, 64 gallon and 48 gallon automated carts to existing residences. The Contractor shall have responsibility for provide town supplied containers to new residences upon request. This provision shall include but not be limited to distribution, maintenance, and inventory of residential containers. The Contractor shall be provided with the Town’s existing inventory database and will be responsible for maintaining the database on an ongoing basis.

Municipal and BOE Containers:

The Contractor shall have responsibility for the provision of dumpsters (approved acceptable solid waste containers) at Town and BOE facilities. The Contractor shall assume all costs for furnishing, delivering and maintaining dumpsters in good, serviceable and clean condition. No change in dumpster size shall be made without the approval of the DPW Director or his designee.

Days and Hours of Collection (example of current operations)

The Contractor may commence collection services at 6:00 a.m. and shall cease all such operations at 5:00 p.m. Collections shall be made Monday - Friday and on Saturdays during weeks in which holidays occur. If unusual circumstances warrant, collection may occur outside those days and times if authorized by the Town.
The Contractor shall perform collection services on public school property on a schedule to be determined. School hours are as listed:

- **Hamden High School**: 7:31 AM – 2:00 PM
- **Hamden Middle School**: 8:05 AM – 2:29 PM
- **Ridge Hill School**: 8:05 AM – 3:34 PM
- **West Woods School**: 8:05 AM – 3:34 PM
- **Alice Peck School**: 7:30 AM – 2:00 PM
- **Bear Path School**: 8:05 AM – 3:34 PM
- **Shepherd Glen School**: 8:15 AM – 3:04 PM
- **Church Street School**: 8:15 AM – 3:04 PM
- **Helen Street School**: 8:15 AM – 3:04 PM
- **Dunbar Hill School**: 8:15 AM – 3:04 PM
- **Spring Glen School**: 8:05 AM – 3:34 PM
- **Wintergreen Magnet School**: 8:00 AM – 3:30 PM

**Collection Schedules (example of current operations)**

The Town shall provide the Contractor with maps and scheduled days of collections. The Contractor may request changes to the scheduled days of collection which may be effected upon approval by the Town. It shall be the responsibility of owner or agent of any premises to place their acceptable solid waste, scrap metal, bulky materials at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify the Town and, with the approval of the Town, notify each customer affected by mail not less than two weeks prior to the change.

The collection of acceptable solid waste, scrap metal, bulky materials and recyclable materials shall occur on the same day at each premise.

The Contractor shall provide collection, transportation and discharge services except holiday schedule (Attachment B). If said holidays should be celebrated on a Monday, Tuesday, Wednesday, Thursday or Friday, collections shall be made on the following day and all subsequent collections during that week shall be one day later. If the holiday should fall on a Sunday, it shall be considered as being on the Monday following.

The Contractor may request from the Town permission to postpone collection, transportation and discharge services in the event of extreme weather conditions, acts of God, an act of the United States or any State, fires, floods, epidemics, strikes, or other conditions outside the Contractor’s control.

When approved solid waste containers are properly placed for collection within 10 feet of the curbside and are obstructed by vehicles, construction or other man made or natural phenomena, the Contractor shall be responsible for traversing such obstacle to collect such solid waste container. This may require moving container so it may be collected.
Care and Diligence
The Contractor shall exercise all reasonable care and diligence in collecting acceptable solid waste. Every effort must be made to prevent spilling, scattering or dropping such materials during the collections process. However, in the event that such material is spilled, scattered or dropped during collection, the operator shall immediately clean up the material, place it in the container and dump the container.

Containers must be replaced, not thrown, in an upright position to its original location so as not to obstruct vehicular or pedestrian traffic. If the container is placed in such a way that it falls over, the operator must immediately reset the container to its upright position. Damaged containers shall be reported to supervisor and Town’s designee.

The Contractor shall describe in detail how it plans to collect municipal public litter receptacles during busy/peak periods.

The Contractor shall describe in detail how it plans to provide service on narrow or private roads as well as automobile obstructions.

Standard of Performance
If the Contractor fails to provide services herein specified for a period in excess of two (2) consecutive, scheduled, working days or fails to provide services in a satisfactory manner, the Town may move as follows (provided such failure is not due to extreme weather conditions, an act of the United States or any State, fires, floods, act of God, epidemics, strikes, or other conditions outside the Contractor’s control): (1) at its option, after written notice to the Contractor, take over and operate any or all of the Contractor’s equipment used in the performance of the Contract; (2) use and operate same until such matter is resolved and the Contractor is again able to carry out his operation under the Contract. Any and all expenses incurred by the Town in so doing may be deducted by it from compensation due to the Contractor. However, no such deduction from compensation due shall limit the Town from seeking further compensation from direct or consequential damages sustained by such default of the Contractor.

During such period the liability of the Town to the Contractor for loss or damage to such equipment so used shall be that of a Bailee for hire, ordinary wear and tear being specifically exempt from such liability.

Provided, however, if the Contractor is unable for any cause to resume performance at the end of 5 calendar days, all liability of the Town under the Contract to the Contractor shall cease and the Town shall be free to negotiate with other Contractors for the operation of said service. Such operation with another Contractor shall not release the Contractor herein of his liability to the Town for such breach of the Contract.

Liquidated Damages
The Contractor shall pay the Town liquidated damages in amounts specified herein for each and every time the Contractor is in default in the performance of its responsibilities. The amount of liquidated damages, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the Town will suffer by reason of such default. Liquidated damages shall be assessed as follows:
$25.00 per day per premise for each work day that any scheduled collection is not made.

$25.00 per each occasion that a resident is skipped but a Skip Tag is not issued.

$25.00 per day for each work day that "Collection Vehicle" requirements are not adhered to

$25.00 per day per dumpster for each work day that Contractor owned dumpsters which are leaking or in disrepair are not repaired or replaced.

$25.00 per each premise collected without prior authorization prior to 6:00 a.m. or after 5:00 p.m.

$25.00 per day for each Contractor owned dumpster not maintained in a clean and sanitary condition

$25.00 per man per day for employees that are not properly uniformed

$25.00 per received complaint which is not responded to within twenty- four hours or the next business day of a receipt of the complaint.

$1,000 per occurrence for mixing material collected under the Contract with material from other customers.

$25.00 per day for each work day that reports and notifications are not submitted within stipulated time frames.

More than 25 violations per month will require a meeting with Town designees and a $225 fine. Fine may be waived if Contractor and Town are cooperating on a solution.

$25 per occurrence for each appliance collected that is not in compliance with Article 9 of this RFP.

$250 per occurrence if in any four week period the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident and where, in the judgment of the Mayor’s office, the Contractor has been negligent.

Notwithstanding these provisions for liquidated damages, the Town shall be entitled to declare Contractor in default for any breach not properly and timely cured, and the Town shall be entitled to seek compensatory damages for any such breach of Contract, including costs of collection, including reasonable attorney’s fees.

These liquidated damages shall be deducted from monthly payments assessed against the Town for services provided under the Contract.

Right to Require Performance
The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
Permits, Laws, and Regulations
The Contractor will secure and pay for annual permits from Covanta or other selected discharge site.

The Town of Hamden will obtain approval for the inter-Town transportation of solid waste as required by the Department of Environmental Protection in Section 22a-213 (formerly 19-524g) of the Connecticut General Statutes or as amended.

The Contractor will comply with Section 7-161 of the Connecticut General Statutes or as amended which deals with the transport of municipal solid waste.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the service described in the Contract Documents.

Public Announcement of Scheduling Changes
Any change in days of collection which may be precipitated by holidays or other anticipated events shall be announced on the Hamden website. The Contractor must give proper notice to the town so that the announcement can be placed at least one day prior to the original scheduled date for service but not more than seven days. The Contractor will be allowed to place an announcement for both acceptable solid waste and recyclable material collection.

Discontinued Services
The Contractor shall discontinue collection service at any location as set forth in a written notice sent to him by the Town. Upon further notification by the Town, the Contractor shall resume collection on the next regularly scheduled collection day.

Transportation Of Acceptable Municipal Solid Waste
Acceptable solid waste shall be transported in appropriate vehicles as specified herein to Covanta’s Wallingford site. If directed to an alternate site that is located more than twenty five miles from the geographical confines of the Town of Hamden by the most direct route, the Town will compensate the Contractor the IRS mileage reimbursement rate for miles in excess of thirty five (35) miles each way as may be adjusted from year to year as prescribed herein. The Town will not be responsible for additional compensation to the Contractor for any vehicular or traffic regulatory change, including tolls, or the interruption or closing, either temporary or permanent, of any roadway that the Contractor may utilize or wish to utilize in transporting such waste to a disposal facility.

Discharge Of Acceptable Solid Waste
The Contractor shall dispose of all acceptable solid waste, and bulky material at the location(s) heretofore described. All such materials shall be discharged the day they are collected unless approved by the Town and all collection vehicles shall be empty at the time services commence on any work day. Under no circumstances shall the Contractor combine material collected under this Contract with material collected from other customers of the Contractor. The Contractor shall provide the Town with original copies of the weigh tickets (i.e. statement from disposal site attesting to actual quantities of materials discharged) the next work day after such materials are discharged. The Town shall be
responsible for the payment of all tipping fees assessed by the disposal facilities for the acceptance of such material discharged by the Contractor. All revenue that may be generated by the sale of any of these materials shall inure to the benefit of the Town. The Contractor shall be responsible for the prompt payment of all permits that are currently or in the future may be assessed for vehicle access to the disposal facilities.

Safety and Protection
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work shall comply with all applications laws, rules and regulations, and shall develop written safety rules which shall take into account recommendations of various organizations, including, but not limited to the National Solid Waste Management Association’s Manual of Recommended Safety Practices, DOT, or ANSI and OSHA.

Contractor shall require drivers to adhere to DOT rules and regulations regarding safety with vehicles. A spotter or camera will be required while vehicle is in reverse

Contractor shall require all drivers and staff to wear current ANSI approved safety apparel, including but not limited to vests.

Customer Service/Office Administration
The Contractor shall establish and maintain a local calling telephone number or an “800” number. This “call center” shall be staffed during normal collection days and hours. The Contractor shall be responsible for receiving customer inquiries, requests for service, including special requests for service, and complaints related to service. Approximately thirty-five customer inquiries are received each day regarding solid waste and recycling services. The Contractor shall provide staffing efficient enough to handle call volume. The Contractor shall be responsible for providing an automated telephone attendant, recording device, call rollover or any other telecommunications enhancement to insure that inquiries, complaints and requests can be expeditiously communicated twenty-four hours per day, seven days per week.

The Contractor shall provide information in regards to such inquiries, complaints and requests and is encouraged to utilize telecommunication technology that would provide standard pre-recorded announcements concerning common inquiries and standard complaint resolutions in addition to affording the opportunity for the caller to leave a detailed recorded message. Callers shall have the option to talk directly with the Contractor’s representative.

All requests for service investigation which are received by the “call center” shall be logged in a spreadsheet and/or database application software system to record all complaints including but not limited to the following informational fields: name of complainant, address of complainant, telephone number of complainant, the day and time the complaint was received and the day and time the complaint was resolved, the nature of the complaint and the resolution of such complaint. Upon request a database generated report shall be provided to the Mayor’s office detailing the aforementioned information and providing commentary if a given complaint was not resolved within 24 hours. In addition, the Contractor shall provide a monthly database generated summary report that identifies the frequency of each type of complaint and name, address and telephone number of any resident that has generated more than one complaint within the last twelve months.
Upon logging the service investigation request, the Contractor shall immediately contact a foreman who shall be available during normal collection days and hours on a full-time basis to supervise the collection of refuse/recycling and service complaints in the Town of Hamden. This foreman shall have a vehicle available for his or her use in attending to service investigation requests, and a cell phone that is owned, furnished, and maintained by the Contractor. The cell phone number shall be provided to the Mayor’s office.

The foreman shall investigate each incident and shall notify the homeowner personally, fill out and place a notice of collection violation on the homeowner’s container, or take such corrective action as necessary where applicable. He shall then notify the call center, who will log the date and time resolved, actions taken, and note any other details related to the incident.

Service investigation requests received at the call center shall have the foreman in the field investigate the issue within two (2) hours of receiving the request. Corrective actions, if necessary, shall be taken within twenty-four (24) hours after the Contractor’s foreman investigates the issue. Any issues not resolved the day of notice of occurrence shall be noted in the log. Complaints received after 2:00 p.m. or on any day when collection is not scheduled, shall be picked up by 8:00 a.m. on the next regularly scheduled collection day.

The Contractor shall utilize a radio system and/or cellular phone system to coordinate collection activities which shall be capable of receiving and transmitting calls to the Contractor’s collection and supervisory vehicles.

If in any four-week period the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident and where, in the judgment of the Public Work’s Director and /or his or her designator the Contractor has been negligent, the penalty, after the first incident, shall be five hundred ($500.00) dollars for each incident.

It is important to the Town that the collection service is carried out to the full intent of these specifications, but the Town also recognizes that a certain number of complaints are inherent in this type of service. The Contractor agrees to work with the Town to develop the chain of communication to handle all service/complaint/ skipped service investigations between the Contractor and Town in advance of the Contract. This might include, but not be limited to, use of cellular phones, in-person visits, communication to Contractor’s management, etc. It is the Town’s intention to forward all requests for service investigation to the Contractor’s call center.

The Contractor shall deliver the weekly “call center” logs to the Mayor’s office by close of business Monday for the prior week’s collections. In addition to weekly call center logs, the Town shall receive weekly reports of maintenance to carts, repairs, distribution of new carts, and redistribution of repaired carts and reports of any vehicular accidents.
Communications With The Town
The Contractor shall utilize a radio system and/or cellular phone system to coordinate collection activities which shall be capable of receiving and transmitting calls to the Contractor’s collection and supervisory vehicles.

The Contractor shall be available at all times during the work day from the commencement of services until 5:00 p.m. to receive communications via telephone, e-mail or radio from the Town. The Contractor’s supervisor shall be equipped with a cellular phone to communicate with the Town’s Agent. If the Contractor desires to utilize radio communication with the Town, he must furnish and install an operable radio system at Town Hall at no expense to the Town. The frequency selection by the Contractor shall not interfere with municipal radio communications.

Reporting of Recycling Ordinance Violation
The Contractor shall be required to provide a “Customer Service Notice” when a premise has not conformed to the Town’s Ordinance requiring separation of recyclable material from acceptable solid waste. This Contract shall be managed for the Town by the Mayor or by his designee.

Submittal Letter
Respondents shall submit a cover letter, addressed to Philip Goodwin, Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent’s offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom the Town may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

Detailed Proposal including:
References and Experience: Please provide a detailed written summary of the respondent’s experience and capability in providing similar operating services elsewhere, especially experience in providing services to municipalities. The references should be from organizations in which the program is currently operational.

Operational Plan: Describe how services required herein will be provided to the Town, and describe how the service delivery plan will ensure timely delivery of services.

Transition/Implementation Plan: Describe the plan for transitioning from the existing Contractor that ensures minimal disruption of service quality. The plan should include detailed discussions of implementation and residential education.

Customer Service and Staffing Plan: Describe how the Contractor will staff the assignment including position descriptions, hours worked annually, levels of responsibility and experience and background.

Equipment: Provide an inventory of all equipment the Contractor will provide include equipment description, manufacturers name and model year.


Financial Stability: Contractor to provide past three (3) years audited financial statements.
Technology: Contractor to define various technological components of providing scope of service, including but not limited to software to maintain various reports to dispatching to vehicle management systems.

Fee Proposal Terms

Must be able to supply pricing including All Add Alternatives. The fee shall include all materials, supplies, personnel and whatsoever necessary as described herein. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent. The Town reserves the right to reject any and all bids, in whole or in part, if the best interests of the Town may be best served. The Town further reserves the right to select whichever combination of options best suits its needs.

EVALUATION CRITERIA

The following criteria will be used, without limitation, in determining the successful Contractor:

The Respondent’s technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted, operational plan, staffing plan and equipment list. This shall include the background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector clients.

Competitiveness of proposed fee, although the Town is not bound to select the respondent who proposed the lowest fees for services, the Town reserves the right to negotiate fees with the selected respondent.

The quality and effectiveness of the transition plan to implement the service with minimal disruption of service quality. Proposal shall include a definite date by which the Contractor will be able to commence services.

The quality and effectiveness of your customer service plan; the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of service. Proposal shall include examples of how Contractor has overcome difficulties and obstacles. [Example: Contractor is asked to describe in detail how it plans to provide service on narrow or private roads as well as automobile obstructions.]

The quality and effectiveness of Safety program, including having a safety program in place, how often training is received and corrective measures;

Financial Stability, based on past three (3) years audited financial records; and review of references from other clients as provided in the proposal submitted,

The references should be from organizations in which the program is operational; and determination that the Contractor has no Contractual relationships which would result in conflict of interest to the Town’s Contract.

Proposals in response to this request will be reviewed against the criteria listed above, and award of Contract shall be made in accordance with standard purchasing procedures.
Selection Procedures
The Town of Hamden reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP.

A Selection Committee will select the successful respondent(s) to deliver the requested services. Respondents submitting the best proposals may be invited to an interview with the Selection Committee prior to final recommendation for Contract award. The Town reserves the right to make an award solely on the basis of the proposals submitted.

The Town intends to negotiate and enter into a Contract with the most responsible respondent whose proposal is determined to be in the best interest of the Town.
CONTAINERS:
- All Refuse Containers, Containers on wheels, Special Containers, Standard Containers, Dumpsters and Bins, except Town-placed Street side Containers, at the above mentioned sites shall be provided by CONTRACTOR, in amounts required reasonably and specified by the TOWN, at no cost to Town.
- CONTRACTOR shall provide such additional Containers as may be required reasonably at the foregoing locations during the term of the Agreement, upon written request by the TOWN. CONTRACTOR shall further provide the TOWN with additional Special Containers upon the reasonable request from the Director of Public Works at any location where special clean-ups are required at no additional cost to the TOWN.
- In addition, contractor shall initially provide:

  **SCHOOLS**
  - two (2) six-yard containers at the High School,
  - three (3) six-yard containers at the Middle School,
  - one (1) six-yard container at the Ridge Hill School;
  - one (1) six-yard container at the West Woods School;
  - one (1) six-yard container at the Alice Peck School;
  - one (1) six-yard container at the Bear Path School;
  - one (1) six-yard container at the Shepherd Glen School;
  - one (1) six-yard container at the Church Street School;
  - one (1) six-yard container at the Helen Street School;
  - one (1) six-yard container at the Dunbar Hill School;
  - one (1) six-yard container at the Spring Glen School;
  - one (1) eight-yard container at the Wintergreen Magnet School,
  - one (1) six-yard container at the Central Office;

  **TOWN BUILDINGS**
  - one (1) six-yard container on wheels at the Town Hall;
  - one (1) eight-yard container at the Police Station;
  - one (1) six-yard container at Public Works;
  - one (1) two-yard container on wheels at Traffic;
  - one (1) six-yard container Central Maintenance;
  - one (1) six-yard container at the Miller Library;
  - one (1) four-yard container at the Circular Avenue Library;
  - one (1) four-yard container at the Putnam Avenue Library;
  - one (1) six-yard container at the Johnson Road Fire Station #9;
- one (1) six-yard container at the Whitney Avenue Fire Station #5;
- one (1) six-yard container at the Dunbar Hill Fire Station #8;
- one (1) six-yard container at the Shepard Avenue Fire Station #7;
- one (1) six-yard container at the Ridge Road Fire Station #3;
- one (1) six-yard container at the Circular Avenue Fire Station #2;
- one (1) two-yard container at the Town Hall Fire Station Headquarters #4;
- one (1) eight-yard container at the Ice Rink;

**TOWN PARKS**
- one (1) six-yard container at Legion Field;
- one (1) six-yard Container at Brooksvale Park;
- one (1) Six-yard container at the Veterans Memorial Park;
- one (1) six-yard container at Bassett Field;
- one (1) four-yard container at Keefe Community Center;
- one (1) six-yard container at Town Center Park;

**HOUSING COMPLEX**
- two (2) four-yard containers at the Worth Avenue Housing Authority;
- three (3) six-yard containers at the Woodruff Street Housing Authority;
- one (1) six-yard container at the Treadwell Street Housing Authority,

**GOLF COURSE**
- one (1) six-yard container at the Laurel View Restaurant.

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COLLECTIONS

All the above listed are collections per week, with the following exceptions: As part of the Base Price, and at no additional cost to the TOWN, CONTRACTOR shall collect Refuse from Containers, Special Containers, Standard Containers, Bins and Dumpsters at:

1. Town-owned and/or Town-operated buildings, properties and parks, including, but not limited to, Town Hall, Center One, the Farmington Canal Linear Park, Hamden Police Department and libraries;

2. Public Schools
   - Collections at the High School, Middle School, Ridge Hill School, West Woods School and Treadwell Street Housing Authority shall be made daily,
   - Collections at the Church Street School shall be made three (3) times per week;

3. Housing Authority buildings;
4. Bus Shelters and Bus Stops;
5. Laurel View Restaurant;
   - Collections at Laurel View Restaurant shall be made two (2) times per week during the months of May through November and one time per week December through April

6. Town-placed Street side Containers;
7. Town Center Park; and
8. Meadowbrook
RFP 19-11 TRASH AND RECYCLING
ATTACHMENT B
HOLIDAY SCHEDULE

HOLIDAY

NEW YEARS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

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TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL
SPECIFICATIONS -- PART A

Proposals shall be made on the RFP forms furnished by the Town, without alteration. Proposals shall be submitted in a sealed envelope, stating on the outside of the envelope the words “RFP DOCUMENTS”, the Town’s RFP number, the title of the Project, the title of the RFP package for which a RFP is being submitted, and the time and date of the RFP opening.

All Responders shall provide one original and three copies of your RFP unless otherwise specified.

Proposals received after the RFP opening deadline shall be rejected. All spaces on the RFP form must be filled in with figures and words or the Town, in its sole discretion, may reject the Proposal as non-responsive. No faxed or emailed Proposals are allowed.

Applicable If Checked

☒ RFP SECURITY: If a security of a certified check or bid bond for 5% of the total is requested, such Security will be returned upon signing of the contract. Checks or bonds must be made to the order of the “Town of Hamden”. Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the proposals for the purpose of reviewing the proposals. A separate Security must accompany each proposal presented. This is only when a Security is requested in the Proposal Specifications

☐ LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her Proposal.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the Responder to perform the work and the Responder shall promptly, upon the Town’s request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town’s sole discretion, the Town determines that a RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

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**SUBCONTRACTORS:** The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Proposal, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

**MODIFICATION:** Any Responder may modify his/her/its Proposal prior to the scheduled deadline for receipt of Proposals. See paragraph one above. The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked “MODIFIED PROPOSAL”.

**ERRORS:** The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

**PERMITS/LICENSES:** All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town’s Request for Proposal or Instructions to Responders.

**OBLIGATIONS OF RESPONDER:** Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

**WITHDRAWAL OF PROPOSALS:** Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFP opening deadline.

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Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

“OR EQUAL” CLAUSE: Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

NON-COLLUSIVE RFP STATEMENT: All Responders shall be required to sign the non-collusive statement attached.
**FUNDING:** The municipal non-appropriation clause may be applicable.

**Applicable if checked**

- **PERFORMANCE AND PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut’s Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with payment and performance bonds, at the Responder’s expense, each for the full amount of the contract awarded.

  The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury’s List of Approved Sureties and subject to approval by the Town.

- **INSURANCE:** The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

  The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders shall furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.
These requirements if checked also apply to any subcontractor or common carrier used by the Responder.

I. WORKERS COMPENSATION
   a) Connecticut Statutory Limits
   b) Applicable Federal Statutory Limits
   c) Employer’s Liability
      $100,000 per Accident
      $100,000 Disease per Employee
      $500,000 Policy Limit

II. COMMERCIAL GENERAL LIABILITY
    Bodily injury and Property Damage
    Each Occurrence $1,000,000
    Fire Damage $100,000
    Medical Expense $5,000
    Personal Injury/Advertising $1,000,000
    General Aggregate $3,000,000
    Products & Completed Operations Aggregate $1,000,000

    Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)
    Liability (Combined Single Limit) $1,000,000

    (If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

IV. UMBRELLA/EXCESS LIABILITY (If Required)
    Liability Limit – Each Occurrence over primary $5,000,000

V. RAILROAD PROTECTIVE LIABILITY (If Required)
    Bodily Injury and Property Damage $1,000,000 Each Occurrence
    $1,000,000 Aggregate
VI. POLLUTION LIABILITY (If Required)

Bodily Injury and Property Damage

$1,000,000 Each Occurrence
$1,000,000 Aggregate

VII. PROFESSIONAL LIABILITY (If Required)

$3,000,000 Each Occurrence
$3,000,000 Aggregate

VIII. MONEY & SECURITIES-BROAD FORM

Limit

$(Insert Limit)

IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

X. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder’s negligence and the negligence of Responder’s employees, agents and subcontractors. This provision shall survive termination of the Agreement.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED “DESCRIPTION OF OPERATION”

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars ($100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall

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familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

**INDEMNITY/HOLD HARMLESS:** The contractor’s and subcontractor’s insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgments, suits and actions, arising from, alleged to arise from and related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project. This provision shall survive termination of the Agreement.

**CERTIFICATE OF INSURANCE:** The Contractor, prior to the start of any work under this contract, shall provide the Town’s Purchasing Office with a Certificate of Insurance to conform to the following:

a. Form(s) acceptable to the Town of Hamden.
b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
c. Policy dates must cover the term of this contract.
d. Certificate will provide for at least 30 days’ notice to the Town of Hamden prior to cancellation.
e. All certificates of insurance are to list the Town of Hamden and the Hamden Board of Education as additional insureds.
f. Coverage shall be primary and noncontributory.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town’s Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

**LICENSURE:** At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.
NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all RFP documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The successful Responder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Hamden, Chapter 110, Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities.
(“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts.** (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town’s Charter and Code of Ordinances –“Town of Hamden, Chapter 110 “Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

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**Set Asides:** If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of $50,000.00 be set aside for exclusive bidding for “small contractors,” as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for “minority business enterprises,” as defined by Section 58(a) (4). For contracts in excess of $50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS’ ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

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CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body 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 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW RESPONDER: The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate Responders. Responders may indicate exceptions to this.

Responders must include Federal ID number or Social Security number to be considered for RFP approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES
If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 et seq., the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:
It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.
RESERVED RIGHTS OF TOWN:
The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in a RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders.
The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town’s requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:
The Connecticut Department of Administrative Services’ Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than $500,000 and which is funded in whole or in part with state funds. If this requirement is applicable to the project that is the subject of this Request for Proposal, Responders shall provide their Proposal update statement with their Proposal.

TIME OF COMPLETION AND LIQUIDATED DAMAGES
Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder, the sum of $__________ for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.
DISCREPANCY IN RFP FORM:
In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all Responders that the Town’s contract with the successful Responder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.
TOWN OF HAMDEN
LEGISLATIVE COUNCIL

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

Revised April 9, 2019

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MISCELLANEOUS REQUIREMENTS:

**Questions/Requests for Information:** All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the RFP opening date. Responders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the RFP opening deadline.

**All Applicable Codes to Be Met:** All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

**Pre-RFP Meeting(s):** Failure to attend a mandatory pre-RFP meeting may be deemed, by the Town, grounds for rejection of your proposal.

**Deliveries:** All deliveries are inside deliveries.

**Provision of RFP Packets, Submission of RFPs:** proposed packets will be mailed upon request.

RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to: Hamden Government Center
Financial Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include one original and three copies of your RFP unless otherwise specified.

**ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.**

**Ownership of Documents** – All qualification statements, proposals and RFPs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

**Ownership of Subsequent Products** – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

**Timing and Sequence** – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

**No Oral Agreements** – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

**Rejection for Default or Misrepresentation** – The Town reserves the right to reject the RFP of any Responder that is in default of any prior contract or for misrepresentation.

**Assigning, Transferring of Agreement** – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

**Cost of Preparing Qualification/Proposal Statements** – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

Thank you.

Philip Goodwin
Purchasing Agent

Revised April 9, 2019

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1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et seq., and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to assure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental 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.

2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.

3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

4. **“Section 3” Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):

   a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

   b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

   c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Revised April 9, 2019
(d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said “Anti-Kickback Act” and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

   a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

   b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

Revised April 9, 2019
c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President’s Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers’ representative of the CONTRACTOR’S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR’S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. Employment of Certain Persons Prohibited. No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).

10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.


13. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

14. **Compliance with Town Regulations**

   Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder’s independent judgment or action in the performance of the proposed duties.

   Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP. Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. **Confidential Information**

   Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. **Historic Preservation.** CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

   No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

   Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

   Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

   Responder shall cause all persons under Responder’s control who are providing services or materials under or through Responder’s contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.
COMPLETE AND RETURN

RFP #:
RFP TITLE

RFP FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the RFP documents entitled ________________________________

and dated ________________________________

I have received Addenda dated as follows: ________________________________

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal:

In submitting this Proposal, I agree:

1. To hold my Proposal open until 60 days after the date on which RFPs are due.

2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this Proposal, according to the contract form provided by the Town of Hamden.

3. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.

4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within __________calendar days following Owner's date of Notice to Proceed.

5. The undersigned submits a RFP bond in the sum of ________________________________ dollars ($__________________) 5% of Base Proposal, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the RFP Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.

6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in a RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.

_________________________  ___________________________  ________________
Name  Title  Dated

__________________________  __________________________
Contractor Tax ID #  Contractor License #

Revised April 9, 2019
NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of ___________________

Subscribed and sworn before me this _______ day of ________________, 20______.

Legal Name of Respondent: ________________________________

Business Name: ________________________________
Business Address: ________________________________

______________________________________________
Signature and Title of Person

By: ____________________
Notary Public
My Commission Expires: _____________
Date: _____________
NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

(1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and

(2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

________________________________________
Legal Name of Responder

________________________________________
Business Address

________________________________________
Signature and Title of Person
Authorized to Sign

________________________________________
Printed Name

________________________________________
Date

Revised April 9, 2019
TOWN OF HAMDEN REQUEST FOR PROPOSALS SOLID WASTE SERVICES

BID FORMS

Proposal of ________________________________ BIDDER,

FOR SOLID WASTE SERVICES FOR THE TOWN OF HAMDEN, CONNECTICUT.

To: Town of Hamden
   Philip Goodwin
   Purchasing Agent

The undersigned proposes to furnish all labor, materials, and equipment, and to perform all work described in the Request for Proposal for Solid Waste Services in accordance with this Request for Proposal for the amounts shown herein under Schedule of Bids.

Addendum Acknowledgement:

Addendum No. __________ Dated ______________

Addendum No. __________ Dated ______________

Addendum No. __________ Dated ______________

It is understood and agreed that the Town has the privilege of rejecting any or all bids and of waiving informality in any bid.

It is further understood and agreed that this bid shall be irrevocable for one hundred twenty (120) calendar days after bid receipt date.

__________________________
Company

__________________________
Signature

__________________________
Printed Name

__________________________
Date

Firm date by which Contractor shall commence services: ________________________________

Revised April 9, 2019
**PRICE SHEET**

You are required to furnish the following information to the Town of Hamden:

Name and address of Company

(Print or type)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Name and Title of Agent of Company

(Print or type)

________________________________________________________________________

Signature: __________________________ Date: __________________

Telephone: __________________________ Email: __________________

Fax: __________________________ Federal I.D. Number: __________________

### Municipal Solid Waste

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<tbody>
<tr>
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<tr>
<td>Transfer station</td>
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</table>

**Total Year 1** $ 

### Recycling Waste

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<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
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<tbody>
<tr>
<td>Recycling</td>
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<td>$</td>
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<tr>
<td>Bulky Waste</td>
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**Total Year 2** $ 

### Recycling Waste

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<tbody>
<tr>
<td>Recycling</td>
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<tr>
<td>Bulky Waste</td>
<td>$</td>
<td>$</td>
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**Total Year 3** $ 

### Alternates

Price per barrel per collection for acceptable solid waste from public litter receptacles located in various areas of Town on a schedule to be determined.

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<tr>
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<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<tr>
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<td>$</td>
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Supplemental Bulk trash Collection: The Contractor is expected to provide the Town with a hourly rate for a truck and driver and two laborers for the collection of Bulk trash.

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<thead>
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<th>Year 1</th>
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Price for Curbside Bulky Waste Collection for a 4 week townwide pickup.

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<thead>
<tr>
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<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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Price for Roll off container Services for Special Municipal Events

<table>
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<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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MSW Alternate Location.

- Provide Name and Locations

Revised April 9, 2019