



# TOWN OF HAMDEN

## CONNECTICUT

**TOWN OF HAMDEN  
INVITATION TO BID  
BID #2880  
GRINDING OF BRUSH, STUMPS, LOGS & DEBRIS**

The Town of Hamden is seeking competitive bids from qualified companies for the grinding of logs, stumps, brush and debris.

Sealed bids (1 original and 1 copy) will be received at the Finance Office, to be held in the Purchasing lock box, until **11:00 A.M.** on **June 20, 2019** at which time they will be publicly opened and read aloud.

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.

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 Bid and Addenda's may be downloaded at [www.biznet.ct.gov](http://www.biznet.ct.gov) or a PDF version may be obtained by e-mailing a request to [purchasing@hamden.com](mailto: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.

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 part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin  
Purchasing Agent  
Revised May 31, 2019

**SPECIFICATIONS**  
**GRINDING OF LOGS, STUMPS, BRUSH AND DEBRIS**  
**BID #2880**

**GENERAL INSTRUCTIONS**

It will be the bidder's responsibility to examine the site and be responsible for the nature and location of work and the general local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, electric power, roads, etc. The Transfer Station is located at 231 Wintergreen Avenue, New Haven, CT and is a public facility open between the hours of 7:00 AM and 3:30 PM Monday through Friday except on holidays.

If you wish to tour the Transfer Station please contact Joe Colello at 203-287-2600

Bidders are responsible for their own measurements and calculations.

Contractor will be responsible for any repairs, maintenance and fuel during the performance of this work.

**QUESTIONS:**

Questions must be in writing and e-mailed to [pgoodwin@hamden.com](mailto:pgoodwin@hamden.com). Questions will be answered until five (5) days before the bid opening.

**PRICING:**

Lump Sum – Project shall be bid as lump sum for the grinding of or the grinding and removal of the logs, stumps, brush and debris from the Transfer Station.

The amount of logs, stumps, brush and debris located at the Transfer Station will be clearly demarcated as to the amount of material to be bid on.

Per Cubic Yard – Bidder shall provide a cubic yard price for the grinding of or the grinding and removal of all logs, stumps, brush and debris.

Awarded Contractor and the Director of Public Works or his designee will mutually agree on the amount of cubic yardage to be processed or removed from the Transfer Station.

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## CONTRACT:

The work of this project shall be governed by the Contract Documents, which will be developed from this solicitation and the bidder's response to this solicitation. The selected contractor will be responsible for providing a turnkey project including providing materials, labor, equipment and services necessary to complete the work associated with this project as specified herein, detailed in the contractor's proposal and as required by job conditions.

The Contractor shall, at the end of each day, keep the project area clean and free of debris, materials or any other items considered trash. These items shall be disposed of daily in a legal manner at an approved dump site. The use of Town of Hamden dumpsters located at the facility is not permitted.

Contractor must clean brush landing before leaving jobsite. Supervisor will assess to make sure landing is acceptable before Contractor leaves jobsite and is paid.

## COORDINATION OF WORK:

Preconstruction Meeting – Following the release of a purchase order, the Town of Hamden will schedule all work. Dates and times are to be coordinated with the Director of Public Works or his designee. Under no circumstances is the contractor permitted to work at a Town of Hamden location without first coordinating with the Public Works Director or his designee.

Progress Meetings – Shall be held as needed to facilitate project continuity.

Project will experience no down time after commencement of work unless Contractor received written approval from the Town of Hamden.

## PERMITS:

Contractor will be responsible for obtaining all required permits for this work.

## SUBMISSION:

Contractor shall provide the number of days from date of award the Contractor can commence working, including providing all required bonds and insurance certificates.

## INSURANCE:

Contractor shall provide the Town of Hamden with insurance and bonding amounts as stated in the General Bid Specifications.

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### GENERAL BID SPECIFICATIONS -- PART A

Proposals must be made on the blank forms furnished and forwarded properly stating the words "BID DOCUMENTS", number and title of bid and time and date of opening. All bidders must provide two copies of their bid, unless otherwise stated.

Bids received after the time set will be considered informal and may be rejected. All spaces must be filled in with figures or words or bid may not be considered. No faxed specifications or bids allowed.

**BID SECURITY:** Each bid must be accompanied by a certified check or bid bond for 5% of the total bid. Such Bid 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 bids for the purpose of reviewing the bids. Bids not to be combined. A separate bid surety must be presented for each bid.

**LIQUIDATED DAMAGES:** The successful bidder upon his/her failure or refusal to sign the contract shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her bid. A successful bidder shall forfeit the bid deposit if within five days after notice that the contract has been awarded to him/her, shall refuse or neglect to execute the same, the bid deposit shall be forfeited to and retained by the Town as liquidated damages for such refusal or neglect.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such data for this purpose. The Town reserves the right to reject a bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contained therein. Conditional bids will not be accepted.

**SUBCONTRACTORS:** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Town and that approval of the proposed subcontract award cannot be given to the Town unless and until the successful bidder submits all information and evidence to the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent delays.

**MODIFICATION:** Any bidder may modify his/her bid prior to the scheduled closing time for receipt of bids. See paragraph one above. Use same steps. The envelope must be clearly marked "**MODIFICATION**".

**ERRORS:** The Town reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

**PERMIT:** All applicable permits obtained at the cost to the vendors. No permits waived unless otherwise stated.

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**OBLIGATION OF BIDDER:** At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the specifications. The failure of any bidder to receive or examine any form or the failure of the bidder to familiarize themselves with the conditions relating to the specifications shall in no way relieve any bidder from any obligation in respect to the bid.

Furthermore, the bidder is responsible for conforming to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, and Regulations and all environmental and OSHA requirements where applicable.

**WITHDRAWAL OF BIDS:** Bids may be withdrawn personally or on written or e-mailed request dispatched by the bidder in time for delivery in the normal course of business, prior to the time fixed for opening, provided that written confirmation is placed in the mail and postmarked prior to the time set for bid opening.

Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

**“OR EQUAL” CLAUSE:** Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended merely to establish a standard; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Purchasing Agent and recommendation from the using agency, to be of equal substance and function.

**PATENTS:** The contractor shall hold and save the Town and its officers, agents, and employees harmless from liability 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 bid documents.

**NON-COLLUSIVE BID STATEMENT:** All bidders 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. The vendor receiving bid award will be required to give at his/her own expense to the Town of Hamden surety company performance and payment bonds, each for the full amount of the contract awarded to him. Said bond(s) will be held by the Town and is to be written by a company authorized to write business in the State of Connecticut and subject to approval by the Town.

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

The Vendor shall obtain and pay for the insurance coverage described below with the indicated minimum limits. The Vendor agrees to furnish Certificates of Insurance to the Town and/or 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 written notice of cancellation or non-renewal.

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These requirements if checked also apply to any subcontractor or common carrier used by the Vendor.

I. WORKERS COMPENSATION  
 Connecticut Statutory Limits  
 Applicable Federal Statutory Limits  
 Employer's Liability \$100,000 per Accident  
 \$100,000 Disease Per Employee  
 \$500,000 Policy Limit

II. COMMERCIAL GENERAL LIABILITY  
 Each Occurrence \$1,000,000  
 Damage to Rented Premises \$ 50,000  
 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 \$3,000,000  
 Self-Insured retention \$10,000

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

VI. PROFESSIONAL LIABILITY (If Required)  
 \$3,000,000 Each Occurrence  
 \$3,000,000 Aggregate

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VII. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all policies except Workers Compensation.

VIII. The Vendor shall hold the Town of Hamden and/or Hamden Board of Education harmless for any and all injuries to persons and/or property resulting out of the performance of this contract and resulting from the Vendor's negligence.

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

**HOLD HARMLESS:** The contractor's insurance policies will be endorsed to provide for the Town of Hamden, to be named as an additional insured. The contractor will indemnify and save harmless the Town of Hamden from all suits and actions related to injuries to and/or damage to the property of others as a result of the activities of the contractor, its servants and agencies acting for the contractor.

**CERTIFICATE OF INSURANCE:** The contractor prior to the start of any work under this contract will provide the 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.
- e. As additional insured said insurance certificates are to list the Town of Hamden.

Under no circumstances shall the contractor begin work under the specifications until the contract for same shall have been signed by all parties, the required bond furnished and approved, and the required certificates of insurance filed with and approved by the Bureau of Purchases and the Contractor duly instructed in writing to proceed with the work. The penalty for commencement of the work before the provisions referred to in this paragraph are fulfilled shall be the cancellation of the contract.

**DISCRIMINATION:** The contractor agrees and warrants that in the performance of this contract he/she 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 origins, sex, mental retardation or physical disability including, but not limited to, blindness, unless it is shown by the contractor that said disability prevents the performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut and further agrees to provide the Town of Hamden with such information requested by the Town concerning the employment practices and procedures of the contractor as related to the provisions of this section. Also agrees to comply with all provisions of 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 to 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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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 two (2) years from the date the record is made or the date the contract compliance form is submitted to

the Commission, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years. 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.

**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.

The Town of Hamden reserves the right to award the work to a bidder 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. In such an event, all unsuccessful bidders relinquish their right to challenge the award.

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 bidders. Bidders may indicate exceptions to this.

Bidders must include Federal ID number or Social Security number to be considered for bid approval.

#### **DAVIS-BACON ACT - PREVAILING RATES OF WAGES**

The Town of Hamden shall require the 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.

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**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 bids 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 options, modifications, bids, or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden. Further, we reserve the right to split bids and quotations among two or more bidders.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The number of calendar days stated shall be allowed for completion of the work on this project from the date of the award. If not completed within that time, liquidated damages shall be due to the Town and subtracted from the bond held by the Town. ( ) DAYS ( ) AMOUNT OF LIQUIDATED DAMAGES PER DAY.

**DISCREPANCY:**

In the event of any discrepancy between the amount written in numerical figures, the amount written in words will be controlling.

**TOWN OF HAMDEN  
LEGISLATIVE COUNCIL**

PRESENTED BY: \_\_\_\_\_

**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.

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(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 to 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.

**NOTES:**

Questions must be in writing and e-mailed to [pgoodwin@hamden.com](mailto:pgoodwin@hamden.com).

All construction to meet ADA regulations.

All bids with mandatory meetings must be attended or your bid will not be accepted. No exceptions.

Contract term is for one year with the option to renew for an additional year with the approval of both the Town and the awarded vendor, unless otherwise noted.

All deliveries are inside deliveries.

Bid proposals must be mailed back or delivered to:

Hamden Government Center  
Finance Department  
2750 Dixwell Avenue  
Hamden, CT 06518.

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

Thank you.

Philip Goodwin  
Purchasing Agent

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## GENERAL BID SPECIFICATIONS - PART B

1. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964.** This AGREEMENT is subject to the requirements of Title VI of the Civil Rights Acts 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 shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon and providing that the CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** This AGREEMENT is subject to 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 assistance provided under the AGREEMENT 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. 1701u. 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.

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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.

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 will determine 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.

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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.

Revised May 31, 2019

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.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. 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.

HUD's Section 504 regulations (24 CFR Par 8) were effective as of July 11, 1988. These regulations cover program

BID FORM TO BE COMPLETED FOR BID #2880  
PROCESSING OF LOGS, STUMPS, BRUSH & DEBRIS

**LUMP SUM PRICING**

Option 1

The \_\_\_\_\_(company) will grind logs, stumps,  
brush and debris down to wood chip size for the lump sum price of (\$\_\_\_\_\_)

\$\_\_\_\_\_

\$\_\_\_\_\_

WRITTEN AMOUNT

OPTION 2

The \_\_\_\_\_(company) will grind logs, stumps,  
brush and debris down to wood chip size and remove the wood chips from the site for the  
lump sum price of (\$\_\_\_\_\_)

\$\_\_\_\_\_

\$\_\_\_\_\_

WRITTEN AMOUNT

OPTION 3

The \_\_\_\_\_(company) will double grind logs,  
stumps, brush and debris to create mulch for the lump sum price of (\$\_\_\_\_\_)

\$\_\_\_\_\_

\$\_\_\_\_\_

WRITTEN AMOUNT

Revised May 31, 2019



**CUBIC YARD PRICING**

OPTION 1

The \_\_\_\_\_(company) will grind logs, stumps,  
brush and debris down to wood chip size as the need arises for (\$\_\_\_\_\_ ) per cubic yard

\$ \_\_\_\_\_

\$ \_\_\_\_\_

WRITTEN AMOUNT

OPTION 2

The \_\_\_\_\_(company) will double grind logs,  
stumps, brush and debris down to mulch as the need arises for (\$\_\_\_\_\_ ) per cubic yard

\$ \_\_\_\_\_

\$ \_\_\_\_\_

WRITTEN AMOUNT

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title of Agent of Company \_\_\_\_\_  
(Print or type)

Name and address of Company \_\_\_\_\_  
(Print or type)

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Revised May 31, 2019

Federal I.D. Number: \_\_\_\_\_

Email: \_\_\_\_\_

**COMPLETE AND RETURN**

**BID #:** 2880  
**BID TITLE:** Grinding of Logs,  
Stumps, Brush & Debris

**NON-COLLUSIVE BID STATEMENT**

The undersigned bidder having fully informed themselves regarding the accuracy of the statements herein certifies that:

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

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

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

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title of Person  
Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**COMPLETE AND RETURN**

**BID #:** 2880  
**BID TITLE** Grinding of Logs,  
Stumps, Brush & Debris

**BID FORM**

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

I have received the bid documents entitled \_\_\_\_\_  
and dated \_\_\_\_\_.

I have received Addenda dated as follows:  
\_\_\_\_\_  
\_\_\_\_\_

I have included the provisions of the bid documents noted above in my bid. I have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

1. To hold my bid open until 60 days after the date on which bids are due.
2. To enter into and execute a contract, (if required) awarded on the basis of this bid, according to the the contract form provided by the Town of Hamden.
3. To accomplish the work in accord with the Bid Specifications and Contract Documents.
4. To begin the work within a reasonable time and to complete the work within \_\_\_\_\_ calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits bid bond in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 5% of Base Bid, 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 Bid Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. 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 part thereof submitted and to accept the bid deemed to be in the best interest of the Town of Hamden.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated