

**NOTICE FOR BIDS  
CONTAINER HAULING SERVICES  
Town of Woodbridge  
Bid # 2020-04**

Bid Opening Date: Friday, October 11, 2019  
Bid Opening Time: 11:00 AM

Bid Opening Location: Woodbridge Town Hall  
11 Meetinghouse Lane  
Woodbridge, CT 06525

Bid forms and specifications may be obtained on our website at **[woodbridgect.org](http://woodbridgect.org)**

Return all sealed bids to the Finance Department no later than **October 11, 2019 by 11:00 AM. Bids submitted after this date and time will not be accepted.**

The First Selectman or her/his designee(s) may reject any and all bids if in her/his opinion; it is in the best interest of the Town to do so. Minority/women-owned businesses are encouraged to submit a bid.

**REQUEST FOR PROPOSAL**  
**INFORMATION FOR BIDDERS**

1. The Town of Woodbridge requests bids for **Refuse Container Hauler Services** for a multi-year contract.
2. Each proposal must be accompanied by a Certified Check in the amount of \$1,000 made payable to the order of the Town of Woodbridge. Said check will be returned to the bidder unless forfeited, as hereinafter stipulated.
3. Each deposit shall be held by the Town as security for the fulfillment of the bidder's promises, set forth in bidder's Proposal, that bidder will not withdraw the Proposal while it is being considered, will execute and perform the Contract and furnish the required Bond and insurance certificates if bidder's Proposal is accepted. Should the bidder fail to fulfill such promises, its bid deposit shall become the property of the Town.
4. Deposits will be returned to all except the three lowest responsible qualified bidders within ten (10) business days (Sundays and legal holidays excluded), after the formal opening of bids, and to all but the accepted bidder within ten (10) days, Sundays and legal holidays excluded, after the Town and the accepted bidder have executed the Contract. In the event that the Contract has not been executed by both the accepted bidder and the Town within 90 consecutive calendar days after the opening of the bids, the check deposit will be returned promptly upon demand of and to any bidder who has not been notified of the acceptance of its bid.
5. The Contract will be awarded to the lowest responsible qualified bidder with the bid that is in the best interests of the Town, subject to the Town's right of rejection stated elsewhere in these documents. The successful bidder shall execute and deliver to the Town, within five (5) days after notification of the award, a Contract in the form included with this Request for Proposal, in such number of counterparts as the Town may require. In addition to the Contract, the successful Bidder shall also provide, within the time stipulated above, a Surety Bond by a surety company satisfactory to the Town authorized to do business in the State of Connecticut in an amount equal to One Hundred Percent (100%) of the Estimated Annual Contract Price for the both contracted years recorded in Proposal of Contract as executed for that alternative selected by the Town. The Surety Bond shall be in accordance with sample forms included herewith. Termination of the Contract for cause shall allow the Town to call the Surety Bond for recovery of all costs incurred by the Town in obtaining a replacement contractor to provide the services called for in this contract and any and all costs, damages and expenses incurred as the result of such termination. In the event the successful bidder fails to submit any of the foregoing instruments within the time specified, the bidder shall be considered to have abandoned the Contract, and the check accompanying the bidder's bid shall be forfeited to the Town of Woodbridge.

6. The successful bidder shall commence work per the stated date in the General Conditions portion of this Request for Proposal.
7. Conditional bids will not be accepted.
8. The Town's estimate of annual number of hauls for each type of solid waste, by which the bid will be compared, is contained in the proposal as "**Attachment A.**"  
  
**Note:** Such estimate is to be considered solely as a basis for comparing the bids received, and is approximate only.
9. Bids shall be for all materials, labor, equipment, fees, permits, and any and all other costs associated with the proper completion of each haul. See complete specifications as required for this project.
10. All work is to be performed during the transfer stations normal workdays (Tuesday through Friday) and between the hours of 8:00 am and 3:00 pm. No work outside of these hours shall be permitted except by prior arrangements agreed upon in writing with the Director of Public Works or his/her designee. All types of material hauls will be required to be weighed upon exiting the Transfer Station.
11. In performing the Contract, Bidder shall comply with all applicable federal and state laws, municipal ordinances, administrative directives, and the rules and regulations of all authorities having jurisdiction over refuse/recycling collection work and all provisions of the foregoing will be deemed to be included in the Contract the same as though herein written out in full. Without limiting the generality of the foregoing, the rules, regulations, administrative directives and Ordinances of the Town of Woodbridge relative to recycling as well as all Wheelabrator Bridgeport, L.P. rules and regulations are herein incorporated by reference and performance of the Contract by the successful bidder is subject to all of the same.
12. Acceptance of the Contract obligates the bidder not to discriminate in employment practices. Bidder shall if requested, submit a compliance report concerning bidder's employment practices and policies, in order to maintain bidder's eligibility to receive the award of the contract.
13. The successful bidder shall, prior to execution of the Contract, file with the Town Certificates of Insurance, including general and contractual public liability and property damage liability, issued by an insurance company accredited in the State of Connecticut for work as herein specified and the operation of the trucks and vehicles, and Workmen's Compensation Insurance as stipulated in the "Insurance Requirements" listed within this specification.
14. The Contractor shall comply with all Federal and State laws, Rules and Regulations pertaining to Social Security and Unemployment Compensation.

## **GENERAL SPECIFICATIONS**

### **SOLID WASTE CONTAINER HAULING SERVICES**

At this time, the Town of Woodbridge has entered in a Solid Waste Agreement with the Greater Bridgeport Regional Solid Waste Interlocal Committee and Wheelabrator Bridgeport, L.P. and, as such, is obligated to deliver all the acceptable solid waste generated within the Town of Woodbridge to the Bridgeport Resource Recovery Facility and recyclables to Winters Brothers at 90 Oliver Street, Shelton, CT.

#### **General Information:**

1. The Town has its own compactor type transfer station located off Acorn Hill Road in Woodbridge, CT with a 60-ton above ground steel deck scale
2. The transfer station was designed to accommodate both open top 44 yd containers and closed top MSW compacted containers.
3. The Town will continue to operate the transfer station five days a week, Tuesday through Saturday, 8:30 am to 3:00 pm. Closed: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
4. The total number of expected hauls for each service is listed in "**Attachment A**". However, the Town makes no commitment to actually require the estimated hauls.
5. The Town does not provide any assistance in the moving and removing of any of the containers. However, the Town will make all reasonable efforts to ensure that space within the gated portion of the transfer station is available for the temporary shuffle of containers while being exchanged.
6. **Spilled** solid waste and/or recyclables because of shifting containers will be the responsibility of the contractor to clean before leaving the transfer station.

## **Scope of Work:**

### **Municipal Solid Waste**

Work under this contract shall consist of hauling the Town of Woodbridge-owned closed top 44 cubic yard containers to the Wheelabrator Bridgeport Facility. The quoted price shall be per haul and include costs associated with removing the full containers from the compactor, placing and attaching to the compactor unit a Town of Woodbridge owned closed top empty 44 cubic yard container, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

All tip fees will be paid directly by the Town of Woodbridge in accordance with the agreement with Wheelabrator Bridgeport, L.P.

In the event that the Bridgeport Facility, for whatever reason, cannot accept the municipal solid waste being delivered from the Town of Woodbridge the contractor will be officially notified by the Town or an authorized representative of Wheelabrator Bridgeport, L.P.) that the material must "by-pass" the Bridgeport facility. Should such a situation arise, the contractor shall be responsible for the hauling and disposal of the material at a Connecticut DEEP approved and licensed disposal facility available to the contractor. The use of the proposed "alternate" disposal facility must be approved by the Town of Woodbridge in advance of the disposal of any municipal solid waste from the Town. All bidders must therefore provide as part of their bid the name and location of two (2) such "alternate" facilities available to the contractor, appropriate documentation from the Connecticut DEEP showing that the sites are approved and licensed, and the per haul price for the hauling and disposal of municipal solid waste at each. (See Bid Form)

### **Single Stream Recycling (cardboard, plastics #1-#7, newspapers, box board, and clean paper)**

Work under this contract shall consist of hauling Town of Woodbridge owned opened top 44 cubic yard containers to Oak Ridge Waste & Recycling, 90 Oliver Street, Shelton, CT. The quoted price shall be per haul and include costs associated with removing the full container from the transfer station, placing into the empty bay a spare 44 cubic yard open top container provided by the Town of Woodbridge, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

Single stream recycles are required under contract to be delivered to Oak Ridge Waste & Recycling, 90 Oliver Street, Shelton, CT. The awarded contractor must not deviate from this delivery point unless written approval is given by the First Selectman or his/her designee. Failure to comply with this directive could result in legal action and monetary expenses on the awarded contractor.

All tip fees will be paid directly by the Town of Woodbridge in accordance with the interlocal agreement and Wheelabrator Bridgeport, L.P.

## **Brush**

Work under this contract shall consist of hauling Town of Woodbridge owned opened top 44 cubic yard containers to an area behind the Public Works Garage as designated by the Director of Public Works or his designee. The quoted price shall be per haul and include costs associated with removing the full container from the transfer station, placing into the empty bay a spare 44 cubic yard open top container, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

No tip fee is applied to this service. The Town of Woodbridge is responsible for the ultimate disposal of this product.

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## **All other services (Bulky Waste and Tires)**

Work under this contract shall consist of hauling: one (1) Town of Woodbridge owned 44 cubic yard open top container for bulky waste and one (1) 44 cubic yard closed container for tires. The quoted price shall be per haul and include costs associated with removing the full container from the Transfer Station, placing into the empty bay a spare 44 cubic yard open top container; provided by the Town of Woodbridge, to the appropriate disposal facility and returning the empty container to the Woodbridge Transfer Station.

All bidders are required to propose a disposal location that is in the best interest of the Town of Woodbridge. The proposed site and the tip fee associated with the disposal of the item must be included on **Attachment A** and be made a complete part of the bid package.

All bidders must also provide name of proposed disposal location, official company name (if different), address, telephone number, fax number, company contact person, and copies of any State of Connecticut Department of Energy and Environmental Protection (Connecticut DEEP) documentation showing that the site is an approved disposal location.

All tip fees should be included with the monthly bill for hauling services with all appropriate back up documentation. Monthly bills will only be considered received when all back up documentation has been received and approved by the Town of Woodbridge.

**Contract Duration:**

The contract period for the hauling and disposal of all of these services shall be from **December 1, 2019** through and including **June 30, 2020** provided the contract is not terminated for cause earlier by the Town, and the second year period covering **July 1, 2020 through and including June 30, 2021** and third year covering **July 1, 2021 through and including June 30, 2022**.

The Town has the option to award the contract for the second and third year of term based on performance and availability of funding.

**General:**

It is the responsibility of the Contractor to fully acquaint itself with all agreements between the Town of Woodbridge and the Greater Bridgeport Regional Solid Waste Interlocal Agreement and Wheelabrator Bridgeport, L.P.

The Contractor shall fully acquaint itself with conditions relating to the scopes and restrictions attending the execution of the work and shall thoroughly examine and be familiar with all specifications.

The Town of Woodbridge does not intend on awarding all services to the same vendor. However, the Town of Woodbridge reserves the right to make any decision and to award all/some/none of the services to any one (1) vendor. If any bidder would like to propose handling all services included in this bid, a percentage discount that can be applied to the cost of each haul should be clearly shown.

The Request for Proposal does not necessarily contemplate an award based solely on price. The Town, through the Board of Selectmen or its designee, may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, if it is in the best interest of the Town to do so, for whatever reason.

The failure or omission of the Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, or the nature or makeup of MSW, shall in no way relieve it of any obligations with respect to his execution and performance of the Contract.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout and they will be deemed to be included in the Contract as though written out in full in the Contract.

### **General Specifications:**

1. Contractor's equipment shall be in sound mechanical condition and subject to periodic inspection by the Town.
2. A separate bid amount should be listed for a monthly charge for container rental if applicable. If, at any time during the contract, the Town of Woodbridge purchases or receives open top containers, the Town of Woodbridge reserves the right to discontinue the rental of said containers without financial penalty.
3. **Basis of payment for hauls will be the signed haul ticket. A haul ticket properly signed by the driver and a Town of Woodbridge employee must accompany all bills. All invoices that include disposal costs must also be signed by a representative of the disposal site. The awarded contractor(s) must provide weight tickets from the appropriate disposal facilities, clearly legible showing date, time, material(s), and weights on all hauls with their monthly invoices. Failure to provide proof of disposal weight tickets will result in a credit on the invoices and does not obligate the Town of Woodbridge to pay for these disposals.**
4. Drivers may reject hauls if, in the opinion of the driver, the container is overloaded. The Town of Woodbridge will not be liable for any overload fines.
5. The Contractor shall remove any full container, and haul the collected material as called for within 24 business hours of receiving verbal notification from the Town of the need to do so. Failure to comply with this provision may be considered a breach of the contract and subject to termination. It is the awarded contractors' responsibility to have an available container placed in any empty or "open" slot (space) at the Transfer Station as not to leave an empty or open space.
6. The loading of the containers will be accomplished by the Town of Woodbridge with its own equipment.

**{End of General Specification}**



## **INSURANCE REQUIREMENTS**

The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Woodbridge from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least an A- rating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Woodbridge.

1. **Workers Compensation:**

Coverage A:	Statutory
Coverage B:	
Employers Liability:	
Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury by disease	\$500,000 aggregate

All states and voluntary compensation endorsements

2. **Commercial General Liability**

Limits of Liability:	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$2,000,000 products/completed operations aggregate

3. **Auto Liability**

Limits of Liability:	\$1,000,000 each accident
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4. **Excess (Umbrella) Liability:**

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

**Note:** Special policy endorsement or additional coverage's may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

**Coverage:**

Town of Woodbridge to be named as additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

## **QUALIFICATIONS OF BIDDER**

The Bidder is required to submit on the following pages the information required concerning his qualifications for the work.

- A. The location, character, cost, date, and names of municipalities for which similar work was previously performed by the undersigned are as follows:
- B. The equipment, which will be available for performing the work under this Contract, is as follows:

Own Equipment:

Rented Equipment:

- C: The financial resources of the undersigned with reference to show his financial ability is as follows:

D: The undersigned has failed to complete satisfactorily the following contracts, including also those in which the surety has participated. (If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder shall definitely so state.

Name of Bidder

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Address

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**QUALIFICATIONS OF SUBCONTRACTORS**

The bidder is required to submit the following information required concerning Subcontractors if any.

A. Approximate listing of Subcontractors which may perform work including under this project:

B. The location, character, cost, date, and names of municipalities and their official contacts for which similar work was previously performed by the Subcontractors as listed above:

Name of Bidder

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Address

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## **PROPOSAL**

This Proposal is made to the Town of Woodbridge, Connecticut, herein called the Town, acting through the First Selectman.

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows: That no person, or persons, other than those named herein are interested in this Proposal, or in the Contract proposed to be taken: that it is made without any connection with any other person making any proposal for the same work and is, in all respects, fair and without collusion or fraud; that no person acting for, or employed by, the Town of Woodbridge is directly interested therein, or in the supplies of works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and the Laws of the State of Connecticut; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, and that all such estimates are to be considered solely for the purpose of filling out and comparing the several Proposals.

The undersigned further declares that he has carefully examined the specifications and form of Contract, the scope of the work proposed, and he proposes and agrees that, if this Proposal is accepted, he will contract with the Town in accordance with the Contract Documents deposited in the Office of the Department of Public Works (which shall include, without limitation, this Proposal, Instructions to Bidders, Information for Bidders, General Specifications) to provide all necessary labor, apparatus, and other means to do all the work specified in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Town as herein set forth, and that the undersigned will take in full payment for each item of work thereof, the unit or lump-sum price applicable to that item as stated in the schedule below.

The undersigned further agrees to either file with said Contract an insurance policy adequately protecting the undersigned against all claims under the Workmen's Compensation Acts for any work which the undersigned may do in connection with said Contract, or to file with said Contract a certificate signed by a reputable insurance agent, stating that he is adequately covered by insurance to protect him against any claims under the Workmen's Compensation Acts which may be made in connection with the performance of this Contract. The undersigned also agrees to file with said Contract insurance certificates and a Surety Bond required by the Contract Documents.

In general, the lowest responsible, qualified bidder will be awarded the purchase order, unless it is decided that it is not in the best interests of the Town to do so. The Town shall have the ability to withhold awarding a contract to any bidders if it is not in the best interest of the Town to do so. Consideration shall be given to price, quality, time delivery, skill, ability, experience, financial responsibility, terms and other conditions required by the purchase order and whether the bidder is a Woodbridge-based business or the business is wholly owned by a Woodbridge resident. For the purpose of this Ordinance, a Woodbridge-based business shall mean a business with its principal place of business located within the Town of Woodbridge. The Town shall have the sole discretion in determining the weight, if any, to be accorded to each of the previously enumerated factors.

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer, or person, to sign said Contract.

Enclosed herewith, find Certified Check, in the amount of Dollars (\$ \_\_\_\_\_) made payable to the Town of Woodbridge and a fully executed Bid Bond, to serve as a proposal guarantee. It is understood that the Certified Check in the amount of \$\_\_\_\_\_ will be forfeited in the event the Form of Contract is not executed or the bidder does not abide by its Proposal, if awarded to the undersigned, or if the undersigned withdraws its Proposal. Further, the Town shall have all rights under the Bid Bond.

Date at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_ (Bidder)

Print Name \_\_\_\_\_

**NOTE:** If the Bidder is a corporation, affix corporate seal and give below the names of its President, Treasurer, and General Manager. If a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.

\_\_\_\_\_  
\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

\_\_\_\_\_  
(Name of Principal),

as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Woodbridge, Connecticut hereinafter called the "Town," as Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted its bid for **Refuse Container Hauler Services** dated \_\_\_\_\_, 20\_\_\_\_; and

Whereas the Obligee has required that said bid be accompanied by the sum of \$\_\_\_\_\_ as a bid guarantee, in fulfillment of which requirement this Bid Bond is made, executed and delivered.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall not withdraw its bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Town in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and shall otherwise comply with all terms of the Request for Proposal, Instructions to Bidders, Information for Bidders, General Specifications, and related documents, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ for the purposes therein contained.

In the Presence of

\_\_\_\_\_

By Individuals:

State of Connecticut)

) ss:

County of )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Title of Officer Taking Acknowledgement:

By a corporation:

State of Connecticut)

) ss:

County of )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Title of Officer Taking Acknowledgement



**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, hereinafter called Principal,  
and

\_\_\_\_\_ as Surety, hereinafter called

Surety, are held and firmly bound unto the Town of Woodbridge, Connecticut,

as Obligee, hereinafter called the Town, in the amount of  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ ) , whereof Principal and Surety bind

themselves, their heirs, executors, administrators, successors, and assigns, jointly  
and

severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated  
\_\_\_\_\_ entered

Into a contract with Town for \_\_\_\_\_, which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Principal shall promptly and faithfully perform said Contract, and shall certify, in  
writing, that all wages paid under said Contract to any mechanic, laborer, or workman  
were equal to the rates of wages customary or then prevailing for the same trade or  
occupation in the Town of Woodbridge and shall make good and reimburse Obligee  
sufficient funds to pay the costs of completing the Contract that Obligee may sustain  
by reason of any failure or default on the part of Principal, and shall also indemnify  
and save harmless Obligee from all costs, damages, and expenses arising out of or  
by reason of the performance of the Contract and for as long as provided by the  
Contract, then this obligation shall be null and void, otherwise to be and remain in full  
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Town. Surety stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due there under, and Surety hereby waives notice of any and all of the foregoing. Surety hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and any other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, promptly to:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid, or bids, for submission to the Town for completing the Contract in accordance with its terms and conditions, and upon determination by the Town and Surety of the bidder with the proposal that is in the best interests of the Town, arrange for a Contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, together with other costs and damages for which the Surety shall be liable hereunder.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

In the Presence of:

_____	_____
(SEAL)	
_____	By: _____
_____	_____
(SEAL)	
_____	By: _____

**Contract**

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Town of Woodbridge, acting herein through its First Selectman, hereinafter called "Owner," and

\_\_\_\_\_ a Corporation of the  
Town/City of \_\_\_\_\_,  
County of \_\_\_\_\_, and  
State \_\_\_\_\_,

hereinafter called the "Contractor."

WITNESS: That for, and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to provide \_\_\_\_\_ for a maximum of a thirty one (31) month period ending on **June 30, 2022** for the estimated sum of \$ \_\_\_\_\_ and all work in connection therewith, under the terms as stated in the Contractor's Proposal dated \_\_\_\_\_, 20\_\_, and/or any other documentation submitted with its Proposal; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to provide said service in accordance with the conditions and prices stated in the Proposal and the Contract Documents described as follows:

In general, the lowest responsible, qualified bidder will be awarded the purchase order, unless it is decided that it is not in the best interests of the Town to do so. The Town shall have the ability to withhold awarding a contract to any bidders if it is not in the best interest of the Town to do so. Consideration shall be given to price, quality, time delivery, skill, ability, experience, financial responsibility, terms and other conditions required by the purchase order and whether the bidder is a Woodbridge-based business or the business is wholly owned by a Woodbridge resident. For the purpose of this Ordinance, a Woodbridge-based business shall mean a business with its principal place of business located within the Town of Woodbridge. The Town shall have the sole discretion in determining the weight, if any, to be accorded to each of the previously enumerated factors."

**Providing Solid Waste Hauling Services**

The Contractor hereby agrees to commence work under this Contract on a date specified in the Proposal, and to fully provide and perform said services as required hereunder, in its Proposal, and by the General Specifications, Instructions for Bidders, Information for Bidders, Request for Proposal, and related documents (together, "Contract Documents"), all of which are attached hereto and hereby made a part hereof as though fully stated herein. The Contractor further agrees to pay the sums as provided in the Contract Documents in the event of default hereunder.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract Documents, and to make payments on account thereof, as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in the year and day first above mentioned.

Contractor:

\_\_\_\_\_

(WITNESS) \_\_\_\_\_

\_\_\_\_\_

Town of Woodbridge:

By: \_\_\_\_\_

Beth Heller, First Selectman

(WITNESS) \_\_\_\_\_  
(Name – Signature) Date

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

**Proposed Site Location Information**

**Bulky Waste**

Proposed Site Location:

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Official Company Name:

---

Location Address:

---

---

Telephone Number:

---

Fax Number:

---

Contact Person:

---

Contact Person's Title:

---

**Tires**

Proposed Site Location:

---

Official Company Name:

---

Location Address:

---

---

Telephone Number:

---

Fax Number:

---

Contact Person:

---

Contact Person's Title:

---

**Brush**

Proposed Site Location:

---

Official Company Name:

---

Location Address:

---

Telephone Number:

---

Fax Number:

---

Contact Person:

---

Contact Person's Title:

---

**Attached to this form must be copies of any documentation verifying that each proposed disposal site listed above is a Conn DEEP approved and licensed site.**

**Certification of Bidder**

Concerning Equal Employment Opportunities and/or  
Affirmative Action Policy

---

I/we, the bidder, certify that:

- 1) I/we comply with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
- 3. I/we have filed all required employer's information reports;
- 4. I/we list job openings with federal and state employment services;
- 5. I/we are in compliance with the American with Disabilities Act;
- 6. I/we (check one):
  - \_\_\_\_\_ Have an affirmative action program, or
  - \_\_\_\_\_ Employ ten or fewer people

\_\_\_\_\_  
**Bidder-Company Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**TOWN OF WOODBRIDGE, CONNECTICUT  
GENERAL CONDITIONS & BID SPECIFICATONS**

**REFERENCE SHEET LISTING**

Please provide a minimum of three (3) municipal references including community, contact person and telephone number. You may attach a separate sheet if necessary.



**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See specific instructions on page 2.

Name (as reported on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....  Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**DELINQUENT TAX AFFIDAVIT**

**This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.**

City/Town

Woodbridge

Description of Project: \_\_\_\_\_

I, \_\_\_\_\_, acting on behalf of  
(Name of Party Signing Affidavit)

\_\_\_\_\_ of which I  
(person, firm, association, corporation, or organization)

am \_\_\_\_\_, submitting a bid/request for proposal for the above project, certify  
(Title of Person)

and affirm the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

\_\_\_\_\_ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

\_\_\_\_\_ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

\_\_\_\_\_  
(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
Name of Corporation or Firm

\_\_\_\_\_  
Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Commission of the Superior Court

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF CORPORATION**

I, \_\_\_\_\_, certify that I am

the \_\_\_\_\_

of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that \_\_\_\_\_, who signed said instrument on behalf of the Corporation, was then \_\_\_\_\_ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

\_\_\_\_\_  
Signature of Person Certifying

**NON COLLUSION AFFIDAVIT**

**This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.**

City/Town

Woodbridge

Description of Project: \_\_\_\_\_

**I, \_\_\_\_\_, acting in behalf of**

\_\_\_\_\_  
*(Name of Party Signing Affidavit)*

\_\_\_\_\_  
*(person, firm, association, corporation, or organization)*

of which I am \_\_\_\_\_, submitting a bid/request for proposal for the above project, certify and affirm that  
*(Title of Person)*

the \_\_\_\_\_ has neither directly nor indirectly entered into any agreements,  
*(person, firm, association, corporation, or organization)*

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
Name of Corporation or Firm

\_\_\_\_\_  
Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public/Commission of the Superior Court

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF CORPORATION**

**I, \_\_\_\_\_, certify that I am the**

\_\_\_\_\_  
of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that \_\_\_\_\_, who signed said instrument on behalf of the Corporation, was then \_\_\_\_\_ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

\_\_\_\_\_  
Signature of Person Certifying

# Attachment "A"

## BID FORM

### Refuse Container Hauling Services

December 1, 2019 through June 30, 2020, July 1, 2020 through June 30, 2021, and July 1, 2021 - June 30, 2022

Debris	# of bays	Approximate hauls per year (a)	Proposed Container charge per month (b)	Proposed Disposal Destination Site	Proposed Price per ton for disposal (Year 1)	Excepted cost for hauling per year [(a) * (b)] (Year 1)	Proposed Price per ton for disposal (Optional Year 2)	Excepted cost for hauling per year [(a) * (b)] (Optional Year 2)	% discount to be applied if a sole vendor is selected
MSW	2	250	n/a	(*)Wheelabrater Bridgeport	n/a		n/a		
MSW Alternative Site #1	1	1	n/a	Wallingford CRRRA Facility			n/a		
Bulky Waste	1	70	n/a						
Brush	1	40	n/a		n/a		n/a		
Leaves to W. Haven, CT	1	10							
Single Stream Recycling	1	250		(*)Oak Ridge Waste Shelton CT	n/a		n/a		
Tires	1	1	n/a						

We, the undersigned, are willing to offer a \_\_\_\_\_% discount on any invoice paid within \_\_\_\_\_ days of receipt by the Town of Woodbridge Finance Department as an incentive for prompt payment. Otherwise, payment terms are net 30 days.

We, the undersigned, certify that attached to this bid form are all required documents including, but not limited to; references, non collusion affidavit, W-9 and Affirmative Action Program Certification.

Exceptions to Bid (all exceptions must be listed, attach additional sheets if necessary): **(\*)Denotes contractor must deliver to this location.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Official Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Fax Number

**Please copy this sheet for use of pricing for additional years. Thank you.**