

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B020-17 AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT

For: DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

The City of Meriden is seeking bids from qualified refuse collection companies for weekly refuse collection services in the City's Inner District.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department or on the City of Meriden website (www.meridenct.gov/business/bids-rfps/) or on the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov). Bids will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, Connecticut 06450-8022 until 4:00 PM local time on February 27, 2020 at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of ten (10) percent of the amount bid.

The successful Contractor shall be required to submit a One Hundred Percent (100%) Performance Bond upon award.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employers. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022

Dated: January 28, 2020

INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-17

1. Receipt and Opening of Bids:

a. The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

b. All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

2. Preparation of the Bid:

Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

3. Bid Surety:

a. Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.

b. Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.

c. Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return surety.

4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.

5. Liquidated Damages:

The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

6. Qualifications of Bidder:

Bidders shall be regular dealers in the item(s) or service(s) specified. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled "Request for Status as a Meriden Based Business."

7. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, City Hall, 142 East Main St, Room 210 Meriden CT 06450 or e-mailed to: meridenpurchasing@meridenct.gov or faxed to 203-630-3852.

No request shall be honored **if less than seven (7) calendar days prior to the date fixed for the opening of bids.** Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the opening of proposals. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such Addenda shall not relieve any bidder from any obligations under their bid as submitted.

8. Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Withdrawal of Bids:

Bids may be withdrawn personally or on written 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 of a facsimile request, is placed in the mail and postmarked prior to the time set for the 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.

10. Method of Award – Lowest Qualified Bidder:

- a. The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

10. Method of Award - Lowest Qualified Bidder: Continued:

b. City of Meriden – Local Preference:

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a “City Based Business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City Based Business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

- 1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.

Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

2) The Lowest Responsible Bidder:

- a. A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.

- b. In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.

- c. The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.

- d. The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.

- e. The City reserves the right to correct any award erroneously made as a result of a clerical error.

- f. The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

11. Corrections:

Erasures of other changes in the bid must be explained or noted over the signature of the bidder.

12. Obligation of Bidder:

- a. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to examine any form, instrument or document, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.
- b. The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.
- c. Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All parts and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. "Or Equal"

Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, 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 Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:

The Bidder shall hold and save the City and its' officers, agents, servants, and employees harmless from liability of any nature or kind, including the 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 Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:

- a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s). The City will not be liable for interest or any other expenses attendant to the collection of past due amounts.
- b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.
- c. The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City's Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

17. Termination:

As per Agreement(s) and the City's rights as set forth herein, shall be in addition to the City's other rights in case of Bidder default, whether set forth in the Agreement(s) or not.

18. Default Beyond Control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and subcontractor or supplier, and without the fault of negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

19. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

20. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

a. 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

b. The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

21. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

22. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

23. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

24. Permit Fees:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits. The City of Meriden WILL NOT WAIVE ANY PERMIT FEES.

25. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or her designee.

26. City Hall Closing:

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

INSURANCE REQUIREMENTS FOR B020-17

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All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to be impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)
- 60 day written notice provision of changes or cancellation of policy.
- A deletion of any disclaimer wording relative to providing the holder with notice of cancellation- example: "endeavor to" provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds, and an endorsement providing a 60 Day advance Notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew , or any other cause, the City shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When The use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

A. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit COMMERCIAL GENERAL LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following coverage.

- I. Premises/Operations
- II. Products-Completed operations
- III. Underground, explosion, and collapse hazard
- IV. Contractual liability (endorsing and recognizing each contractual hold harmless and indemnification agreement)
- V. Independent contractors

B. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract \$1,000,000.00 BI/PD combined single limit of BUSINESS AUTOMOBILE LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following:

- I. Non-owned automobile (including hired car coverage)
- II. Liability and Physical damage
- III. All owned (private passenger and other than private passenger)
- IV. Any automobile
- V. Schedule automobiles

C. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract **\$5,000,000.00** BI/PD combined single limit of UMBRELLA FORM COVERAGE to respond to claims beyond all primary layers of liability insurance. EXCESS COVERAGE may be substituted provided it affords at least the identical coverage as the primary layers and is "following form" or "Broader" excess. UMBRELLA FORM or EXCESS COVERAGE shall be written on an occurrence basis with a recommended deductible or retention level not to exceed \$25,000.00. Should the deductible be greater than the recommended \$25,000.00, the Contractor and/or Subcontractor shall convey to the City their ability to pay for said deductible.

D. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE, designed to indemnify all the Contractor's and/or Subcontractor's employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged in the following State of Connecticut Statutory form, augmented in an amount to satisfy the umbrella and/or following form Excess underlying limits:

- i. \$100,000.00 each accident
- ii. \$500,000.00 disease policy limit
- iii. \$100,000.00 each employee disease

GENERAL INSTRUCTIONS AND CONDITIONS

B020-17

For: AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT

For:

DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden, 142 East Main St., in Room 210, Meriden, CT until:

February 27, 2020, at **4:00 PM** prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals must be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

**BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY
OTHER THAN THOSE SPECIFIED.**

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT".

For: **B020-17 AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER
DISTRICT FOR DPW, ENGINEERING DIVISION**

To be opened on **February 27, 2020** at **4:00 PM** in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

2. PRICE:

Prices bid must include delivery without extra compensation.

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the:

Director of Public Works or his designated representative:

Following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the:

Director of Public Works or his designated representative

Further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

As specified.

6. GUARANTEE OR OTHER:

The successful bidder will be required to submit a Performance Bond/Cash Performance Bond in the amount of One Hundred Percent (100%) for the duration of the contract. If a Cash Performance Bond is submitted for this bid, only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

The successful bidder will be required to maintain required insurance, as stated in the Insurance Requirements section, any permits, and licenses for the duration of the contract.

7. ADDITIONAL INFORMATION:

For additional information contact:

Adam B. Tulin, Purchasing Officer at (203) 630-4115

All questions should be sent to: meridenpurchasing@meridenct.gov

Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.cityofmeriden.org) for updates regarding this bid.

**SPECIAL INSTRUCTIONS TO BIDDERS FOR B020-17
AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT**

There are approximately 7,594 Inner District participating dwelling units within the City of Meriden. For each unit, refuse shall be collected once a week. The City reserves the right to expand or decrease the number of participating dwelling units. The participating units shall include single family homes, multi-family residences up to and including four or fewer families (or condominiums and cooperatives with four or less total units).

This is a five (5) year contract, valid for an initial base term starting on July 1, 2020 through June 30, 2025. Contract may be extended for up to two (2) additional two (2) year terms upon mutual agreement for a total contract term not to exceed nine (9) years.

The Contractor will be responsible for supplying and distributing ninety-five (95) gallon refuse containers to each participating unit. The container shall be plastic, GREEN in color, be on wheels and include a hinged cover. The Contractor will be responsible for distributing containers to each unit prior to the start of collection. **It is understood that the Contractor owns the 95-gallon Refuse Containers and may collect them at end of the contract period.**

Bidders are hereby specifically advised that the agreement included within these bidding documents is written as if one firm would perform both the refuse collection and the recycling collection. However, the City may award refuse collection to one firm and single stream recycling collection to another firm, or both collections to one firm regardless of cost differential. Additionally, the Agreement generally sets forth the mutual requirements and expectations of the City and the Contractor(s), but does not preclude a certain amount of modification and revision by mutual consent prior to signing.

The awarded Contractor shall supply the following documentation:

A Certificate of Insurance naming the City of Meriden as ADDITIONAL INSURED with types and limits stated in the Insurance Requirements Section of the bid package.

A Performance Bond in the amount of One Hundred Percent (100%) of the contract value issued to the City of Meriden shall satisfy the bonding requirement. The amount may be adjusted annually to reflect changes in the number of participating dwellings.

The Contractor shall provide a single Contractor's Representative, along with that person's business telephone number, fax number, cell number and e-mail address.

RECORDS:

Upon request, the City of Meriden may ask for vehicle inspection records. By submission of this bid, you are hereby certifying your drivers have all applicable licenses required by the State of Connecticut to operate the equipment in the fulfillment of your duties, as required under these specifications.

CONTINUED ON NEXT PAGE

PUBLICATION OF ROUTE FOR REFUSE SERVICES:

Prior to July 1, 2020, the successful Contractor shall publish in the Record Journal, on two separate occasions, a pick up route for refuse services. All language used shall be approved, in writing, by the Director of Public Works prior to publication dates. The publication must also contain the route start time. The cost for the publications is the Contractor's responsibility. The City will post the notices on our City website.

DEFINITION OF RESPONSIBLE BIDDER:

The award will be made to the Contractor who is deemed to have the lowest responsible bid. The following criteria will be determining factors to define a responsible bidder.

- a. The Contractor's qualifications. Successful Contractor must list three (3) references. Similar municipalities located within the State of Connecticut are required.
- b. The Contractor's plan for Automated Refuse Collection Services.
- c. The suitability of the Contractor's list of proposed equipment.

CONTRACT SECURITY:

The Contractor shall, within seven (7) days after the receipt of the Notice of Award, furnish the City of Meriden with a Performance Bond or Cash Performance Bond in the amount of One Hundred Percent (100%) of the contract value, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department list for an amount equal to the amount of the Reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bond must accompany the bond. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies accepted on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

CONTINUED ON NEXT PAGE

CONTRACT SECURITY: (Continued)

If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a Corporation, the bond shall be signed in the correct corporation name by a duly authorized office, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond should be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the Receipt of this bond and a Certificate of Insurance naming the City of Meriden as ADDITIONAL INSURED with the types and limits described in the Insurance Requirements section of this bid. If said documents are not received by the City within seven (7) days from the date of the Notice of Award, the City reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

~~In lieu of the Performance Bond, the City will also accept a One Hundred Percent (100%) of the contract value Cash Performance Bond. For the Cash Performance Bond, only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check. The Cash Performance Bond will be deposited into a non-interest bearing account, and is to provide a guarantee of service. Should the City incur a cost for the Automated Curbside Refuse Collection Services through the inability or failure of your firm to respond to either service, an amount not to exceed the amount of the Cash Performance Bond will be deducted to reimburse any cost to the City for Automated Curbside Refuse Collection Services. In the event the Cash Performance Bond is reduced by this action, the Contractor shall replace the amount of the reduction within five (5) working days. The remaining amount of the Cash Performance Bond shall be returned upon the satisfactory completion of the contract.~~

REFUSE COLLECTION PLAN:

The Bidder must submit your proposed Refuse Collection Plan (form enclosed) with the Proposal Pages.

EXTENSION OF AGREEMENT:

No later than thirty (30) days prior to the expiration of the resulting agreement, the parties may, by mutual agreement, extend them for up to two (2) additional two (2) year term(s).

ASSIGNMENT OF CONTRACT:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or his designee.

SCOPE OF SERVICES FOR B020-17
AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR THE INNER DISTRICT

PLEASE NOTE HOURS OF COLLECTION:

Acceptable items shall **not be collected before 5:00 A.M. and not after 4:00 P.M.**, except that the 4:00 P.M. time limit may be waived in emergencies, or late collection due to inclement weather, or on collection days following a holiday. The hours may be changed at the discretion of the Director of Public Works, or his designated representative.

GENERAL COLLECTION REQUIREMENTS:

- The Contractor will be responsible for supplying and distributing ninety-five (95) gallon refuse containers to each participating unit. The container shall be plastic, GREEN in color, be on wheels and include a hinged cover. The Contractor will be responsible for distributing containers to each unit prior to the start of collection. **It is understood that the Contractor owns the 95-gallon Refuse Containers and may collect them at end of contract period.**
- Each container shall be marked "Refuse Only" on two sides and on top. The Container shall also be stamped "This Container is the Property of (Contractor Name)".
- Each cart delivered must have a unique serial number. The Contractor must keep track of where carts are delivered. A master list must be provided to the City after delivery of all carts. The Contractor is required to update the list annually. The list will be used to validate the number of units being collected.
- The Contractor will be responsible for removal of carts from units that have become vacant and the return of carts to units as they become occupied.
- Collection shall be accomplished with as little noise or other nuisance as may be practical. The Contractor must conform to all City of Meriden Code requirements concerning noise. The Contractor shall pick up any material scattered during collection.
- Service to participating units shall not be interrupted because of temporary street closures. The Contractor or his employees will not be allowed to conduct a scavenging operation.
- Under no circumstances shall the Contractor be allowed to mix refuse generated from properties not covered in this agreement or other communities.
- The Contractor shall obtain, before the start of the contract, all necessary State and Local permits or licenses required for this type of work.
- Contractor must have access to a spare vehicle for the automated collection of refuse for the duration of the contract period.
- All collection vehicles, and equipment including, but not limited to, chassis, drive train, hydraulic system and body shall be in reliable working condition at the start of the contract and shall be maintained in that condition throughout the term of the Contract.
- All vehicles used for refuse collection shall be clearly marked as refuse vehicles.

CONTINUED ON NEXT PAGE

GENERAL COLLECTION REQUIREMENTS: Continued

- The Contractor shall be responsible for damage to private property arising from the collection operation. The City shall be held free of any liability.
- The Contractor shall operate collection vehicles in such a manner so as to obey all traffic laws and not impede traffic flow on city streets. Loaded vehicles are not to be left standing on the streets.
- The Contractor shall not use an owner's or occupant's container for purpose of combining contents of containers from adjacent dwelling units.
- The Contractor, when making a service and/or complaint investigation, shall place a notice of violation on the homeowner's container, and shall notify the Director of Public Works or his designated representative within 24 hours.
- The Contractor shall pick up acceptable material as outlined in these Specifications from the complainant when making his investigation, or as directed by the Director of Public Works, or his designated representative.
- When the Contractor cannot gain the cooperation of the dwelling unit owner or occupant, the Director of Public Works, or his designated representative, may enforce the use of proper containers for refuse materials and compliance with the City Code.
- The Contractor shall provide a person who shall be available on a full-time basis to supervise the collection of refuse in the City of Meriden. This person shall have a truck available for his use in attending to complaints regarding service. The vehicle furnished by the Contractor shall be equipped with a cellular telephone that is owned, furnished and maintained by the Contractor. The cellular phone number shall be provided to the Director of Public Works, or his designated representative.

RESOLUTION OF COMPLAINTS RECEIVED:

- A. All violations shall be received at the Engineering Division of Public Works, 142 East Main Street, Room 19, Meriden, CT 06450 within twenty four (24) hours of occurrence. The Contractor shall stop at the Engineering Division of Public Works Monday through Friday, between 8:00 A.M. and 11:00 A.M. to drop off the violations and receive any complaints. On Saturdays due to holidays, the City may call onto the Contractor's office at the above mentioned time, all complaints. The Contractor shall investigate each incident, and shall place a notice of violation on the homeowner's container, and shall notify the Director of Public Works or his designated representative within twenty four (24) hours. Where the Contractor is at fault due to his negligence, corrective action shall be taken within twenty four (24) hours after the Contractor was notified of the incident. The Contractor will pick up acceptable refuse material for each household under investigation, or as directed by the Director of Public Works, or his designated representative.

Above mentioned written reports shall be submitted to the City within twenty four (24) hours after receipt of duplicate copies of the "Service Investigation Report." Other reports either verbal or written may be required as deemed appropriate by the Director of Public Works, or his designated representative.

CONTINUED ON NEXT PAGE

RESOLUTION OF COMPLAINTS RECEIVED: Continued

B. Where in the judgment of the Director of Public Works, the Contractor has been negligent in the performance of his duties, the City may deduct up to one hundred (\$100.00) dollars for each incident from the monthly payment which is due the Contractor. If the Contractor fails to take corrective action within twenty four (24) hours on a request for service where the Contractor is at fault, the City may deduct an additional one hundred (\$100.00) dollars, plus labor and equipment costs, should the City itself take corrective action. Incidents shall include, but are not confined to, skipped collection, spillage of material, handling and placement of containers before, during and after emptying, or related matters.

GOOD STANDING WITH CITY AND COUNTRY DISPOSAL:

A. The Contractor shall comply with the terms of the City of Meriden Solid Waste Ordinance and shall maintain its good standing during the terms of the Contract.

B. If the Contractor is suspended or banned from dumping at the Country Disposal of Wallingford for violation of the operating regulations applicable at the Country Disposal, the Contractor shall settle or cure any alleged violation in a timely manner. During banning or suspension the Contractor shall be obligated to provide, at no additional charge, alternate collection services that are capable of utilizing the designated Country Disposal.

C. If the Contractor is unable to provide acceptable alternative collection services, the City may provide temporary service until such time as the Contractor can resume normal service. The cost to the City of said temporary service shall be deducted from the amounts due the Contractor under the terms of the Agreement. If the banning or suspension of the Contractor by Country Disposal becomes extended, the City may terminate the Agreement and seek appropriate damages from the Contractor and/or call the Performance Bond.

D. The Contractor must obey all rules and regulations for utilizing Country Disposal.

PAYMENTS:

A. Payment shall be made in accordance with the proposal pages. Payments to the Contractor shall be scheduled in 12 monthly installments for collection invoices submitted on or before the twentieth of each month when payment is due.

B. The adjustment of the number of households will be increased or decreased and will be the basis of calculation twice annually on January 1 and July 1 of each year. For the purpose of this Contract the net change of dwelling units shall mean the actual number of dwelling units that are or will be serviced by the Contractor for which certificates of occupancy are issued by the City less vacant, abandoned, or demolished dwelling units. The source shall be the computer records of the Assessor's Office and the Building Department's records. Adjustments will be reflected on the next invoice.

D. If there is a net increase or net decrease of more than 100 units, either party may request a meeting to discuss this issue.

CONTINUED ON NEXT PAGE

DEFINITION OF SELECTED TERMS:

“City” shall mean the City of Meriden and its designated agents.

“Contractor” shall mean the successful bidder and shall include their agents and employees.

“Curbside Collection” shall mean the emptying of all Contractor-supplied 95-gallon refuse containers placed by the owner or occupant of a dwelling unit, at a point on a snow shelf between the curb and sidewalk or immediately to the rear of the sidewalk, so as not to interfere with pedestrian traffic, or where this is not possible due to obstruction or where no sidewalk exists, between the curb or pavement edge and the property line. After containers are emptied, they shall be replaced to their original location.

“Dwelling Unit” or “Participating Household” shall mean providing refuse services to 1 family, 2 family, 3 family, 4 family dwelling units and condominiums and cooperatives with four or less units. Commercial establishments and residential units over 4 units in size are EXCLUDED from this Agreement.

“Rubbish” (or Refuse or Garbage or Trash) shall mean food containers, other than cans and bottles, electric light bulbs, contaminated waste paper, kitchenware, and other household items, including wastes which can be placed in an the Contractor-supplied 95-gallon refuse container.

“Waste” shall mean refuse which accumulates from the preparation of food for consumption in the home, including shells, skins, scraps and by-products which have been drained, wrapped and placed in an acceptable waste container.

“Container” shall be made of plastic, GREEN in color, 95-gallon in size, be on wheels and include a hinged cover. Each container shall be marked “Refuse Only” on two sides and on top. The Container shall also be stamped “This Container is the Property of (Contractor Name)”. Each cart delivered must have a unique serial number. The Contractor must keep track of where carts are delivered. A master list must be provided to the City after delivery of all carts. The Contractor is required to update the list annually. It is understood that the Contractor owns the 95-gallon Refuse Containers and may collect them at end of contract period.

Refuse items acceptable for collection by Contractor shall include waste and rubbish in acceptable refuse containers.

REFUSE PERMITS:

The successful Contractor is required to complete a permit application with the Department of Public Works and pay a \$50.00 fee for each vehicle used in this contract. The permit must be renewed each year by May 31st. Sample form is attached.

CONTINUED ON NEXT PAGE

REFUSE MATERIALS NOT PART OF THIS AGREEMENT:

Refuse items NOT acceptable for collection by Contractor shall include materials and wastes resulting from the repair or construction of buildings or structures, such as lumber, earth, stones, concrete, plaster, mortar and roofing materials, trees or tree stumps, junk yard wastes, dangerous materials or substances, such as poisons, acids, caustics, infected materials, explosives or radioactive material, auto car bodies, tires, commercial items, any kind of material containing hot coals or fire, water heaters, and all items not acceptable for disposal under DEEP or EPA or City Rules or Regulations, heavy metals, bagged leaves, brush, bulky waste, and Christmas trees.

The following items are collected by City forces or may be contracted for separately

THE CONTRACTOR IS NOT RESPONSIBLE FOR THE FOLLOWING ITEMS:

“Bagged Leaves” shall mean raked, fallen leaves placed into 2-ply paper bags, not exceeding forty-five (45) gallon capacity or sixty (60) pounds in weight.

“Brush” shall mean all horticultural trimmings which are free of dirt or sharp objects which have been tied into a bundle not exceeding sixty (60) pounds in weight nor exceeding three (3) feet in its greatest dimension.

“Christmas Trees” shall mean discarded evergreen trees, in one piece, that have been used during the Christmas holidays. If the Contractor chooses a special collection, the method used shall be approved by the Director of Public Works, or his designated representative and all cost incurred for advertising a special collection shall be borne by the Contractor.

“Bulky Material” shall mean bedsprings, mattresses and heavy household items such as furniture which cannot be broken down. Heavy metals shall not be considered as bulky material.

“Heavy Metals” shall mean metal appliances such as refrigerators, stoves, washers and dryers all with doors off, air conditioners, humidifiers, dehumidifiers, hot water heaters of forty (40) gallons or less, lawn mowers, snow blowers and similar materials.

END OF GENERAL CONDITIONS

City of Meriden, Connecticut
Department of Public Works
Application for Refuse Permit

Permit Fee: \$50.00

Renewal Due Date: May 31, _____

Account Number: _____

Owner: _____ Telephone: _____

Address: _____

Street

Town

State

Zip Code

Vehicle Make and Year: _____ Registration #: _____

Vehicle Identification Number: _____

Insurance Carrier: _____ Date of Policy: _____

The applicant agrees that the Refuse Permit may be revoked by the City of Meriden at any time if the applicant is in violation of State of Connecticut regulations including but not limited to those pertaining to separation of recyclable solid waste and other solid waste, of the local Solid Waste Ordinance, Recycling Regulations, any other ordinance or any rules or regulations governing the use of the Covanta Wallingford Resource Recovery Facility. The applicant further agrees that the contents of this vehicle may be inspected at any time in any manner prescribed by the Director of Public Works or his authorized representative.

Date: _____

Signature of owner or authorized representative

Permit Approved: _____ Date: _____

Public Works Director or authorized representative

Note: Attach copy of Certificate of Insurance and copy of registration

YOUR REFUSE REMOVAL PLAN FOR B020-17

Contractors must submit this plan with your bid. You may amplify or qualify your plan by attaching a separate sheet to the back your refuse plan.

Describe the most effective way to distribute the 95-Gallon Refuse Containers to each unit.

Number of Refuse Collection Routes per Day. A route shall mean that area of City serviced by one collection truck and one collection crew per day.

Number of Personnel to Each Collection Route. Include all persons necessary to service one route including the collection truck driver, but not including supervisory, office or garage personnel.

Type of Refuse Collection Vehicle to be used. Indicate make, year, capacity, and present location of vehicles to be used on regularly scheduled routes.

Spare Refuse Collection Vehicle. Indicate make, year, and capacity of the accessible spare unit, not regularly scheduled for a particular route that will be used in the event of collection unit breakdown. One spare vehicle is the minimum required.

Location of Collection Vehicle Storage. All equipment and vehicles used for this contract must be housed a reasonable distance from the City of Meriden.

Add any information you feel is relevant to your firms' capabilities and experience.

PROPOSAL

B020-17

For: AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT
For: DEPARTMENT OF PUBLIC WORKS, HIGHWAY DIVISION

Date of Opening: January 16, 2020
4:00 PM, Prevailing Local Time

To: Adam B. Tulin
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450

The undersigned, _____, doing business in the City/Town of _____
(Company Name)

_____, in the State of _____, submits herewith, in conformity with the
general instructions, conditions and specifications the following:

AUTOMATED REFUSE COLLECTION SERVICE - 52 Collections per year for an estimated 7,594 units:

**A. July 1, 2020 - June 30, 2021:
INNER DISTRICT:**

UNIT PRICE: \$ _____ X 7,594 X 52 = \$ _____

PERCENTAGE % DISCOUNT IF PAID WITHIN 10 BUSINESS DAYS: _____%

**B. July 1, 2021 - June 30, 2022:
INNER DISTRICT:**

UNIT PRICE: \$ _____ X 7,594 X 52 = \$ _____

PERCENTAGE % DISCOUNT IF PAID WITHIN 10 BUSINESS DAYS: _____%

**C. July 1, 2022 - June 30, 2023:
INNER DISTRICT:**

UNIT PRICE: \$ _____ X 7,594 X 52 = \$ _____

PERCENTAGE % DISCOUNT IF PAID WITHIN 10 BUSINESS DAYS: _____%

**D. July 1, 2023 - June 30, 2024:
INNER DISTRICT:**

UNIT PRICE: \$ _____ X 7,954 X 52 = \$ _____

PERCENTAGE % DISCOUNT IF PAID WITHIN 10 BUSINESS DAYS: _____%

PROPOSAL PAGE FOR B020-17 AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT FOR DEPARTMENT OF PUBLIC WORKS, HIGHWAY DIVISION: Page 2

E. July 1, 2024 – June 30, 2025

INNER DISTRICT:

UNIT PRICE: \$ _____ X 7,954 X 52 = \$ _____

PERCENTAGE % DISCOUNT IF PAID WITHIN 10 BUSINESS DAYS: _____ %

Is your Refuse Removal Plan Attached? Yes _____ No _____

State the number of calendar days needed to begin this service if you firm is selected: _____

Will your company accept a VISA P-Card for payment of our invoices? Yes ___ No ___

Does Discount apply if using P-Card? Yes _____ No _____

Receipt of Addenda is acknowledged:

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

Name of Bidder: _____

Address: _____

_____ Zip Code _____

By: _____

(Please print or type)

Title

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Return this Proposal, your CERTIFIED CHECK or BID BOND, the Non-Collusive Bid Statement, Statement of Bidder's Qualifications, include your Refuse Removal Plan, and if applicable, the Request for Status as a Meriden Based Business.



PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022

WILMA C. PETRO, CPPB, C.P.M.
PURCHASING OFFICER

PHONE 203/630/4115
FAX: 203/630/3852

SHALL BE SUBMITTED WITH BID
NON-COLLUSIVE BID STATEMENT

BID FOR: **B020-17 AUTOMATED CURBSIDE REFUSE COLLECTION
SERVICES FOR INNER DISTRICT**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made 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 competition,

And;

- (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any 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 City of Meriden to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Business Address

Please Print Name and Title of Person Authorized to Sign

Signature

Date

Phone Number
& Extension

Fax Number

e-mail address

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS B020-17

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden's Office Address: _____

3) Type of ownership: Minority owned: _____ Yes _____ No

4) If a corporation, where incorporated: _____

5) Former name (if applicable): _____

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 2020

Name of bidder: _____

By: _____ Title: _____

IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

**STATEMENT OF BIDDER'S QUALIFICATIONS FOR B020-17
AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT**

This Statement of Bidder's Qualifications shall be submitted by the bidder at the time of proposal. All questions must be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these general conditions are a part, it is in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

1. Firm Name: _____

2. Business Address: _____

3. Type of Ownership: Minority Owned? – Yes _____ No _____

4. Year Established: _____

5. If a Corporation, Where Incorporated? : _____

6. Name of Parent Company (if applicable): _____

7. Former Firm name (if applicable): _____

8. Have You Ever Defaulted on a Contract? Yes _____ No _____
If so, Where and Why?

9. Personnel: Total _____

10. How many years have you been engaged in the refuse business under your present firm or trade name?

10. List Any Current Contracts. (List these showing each contract by the date started for Refuse Service, the firm or municipality for whom you are providing the service, and the contact person and phone number and the appropriate anticipated dates of completion.)

Starting & Ending Date	PROJECT/OWNER	AUTOMATED?	CONTACT PERSON AND PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATEMENT OF BIDDER'S QUALIFICATIONS FOR B020-17 AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES FOR INNER DISTRICT: Page 2

12. List 3 references, one of which must be a Municipality located within the State of Connecticut. Indicate if the contract was for Automated Refuse Collection Services:

PROJECT/OWNER

PHONE #

13. General Character of work performed by your company:

14. List your major equipment available for THIS CONTRACT- Make/Model/Year including spare vehicle available to ensure performance of this contract:

15. List the principal members of your organization, including officers:

16. List any of the work to be performed by Subcontractors and summarize the dollar value of each subcontract: _____

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Meriden? Yes _____ No _____

CONTINUED ON NEXT PAGE

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2013

Name of Bidder: _____

By: _____ Title _____
Signature

THIS STATEMENT SHALL BE SUBMITTED WITH THE PROPOSAL PAGES

AGREEMENT FOR **B020-17** AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES
FOR INNER DISTRICT FOR THE DEPARTMENT OF PUBLIC WORKS, HIGHWAY DIVISION

THIS AGREEMENT, made at Meriden, CT, on this ____ day of _____, 2020 by and between

_____, hereinafter referred to as the

“CONTRACTOR”, and the CITY OF MERIDEN, hereinafter referred to as the “CITY”, a municipal corporation specifically chartered by the General Assembly of the State of Connecticut and located in

the County of New Haven.

WITNESSETH:

WHEREAS, the City is desirous of engaging a Contractor for Automated Curbside Refuse Collection Services for the Inner District;

WHEREAS, the Contractor is engaged in the business of providing such services;

WHEREAS, the Contractor submitted a bid, a copy of which is attached hereto and made a part hereof, and is attached.

WHEREAS, all bid documents, including the Invitation to Bid; the Non-Collusive Bid Statement; General Instructions and Conditions; Special Instructions to Bidders; Statement of Bidder’s Qualifications; Refuse Collection Plan and Instructions to Bidders and Standard Terms and Conditions, copies of which are attached hereto and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and promises herein contained and the mutual benefits to be derived, the parties agree as follows:

1.0 AGREEMENT

1.1 Agreement of the Parties: The City hereby contracts for, and the Contractor hereby agrees to provide Automated Refuse Collection Services and Single Stream Recycling Services for the Inner District in accordance with terms, conditions and specifications of the bid specifications.

1.2 Terms of Agreement: Service provided by the Contractor under the terms of this Agreement shall commence on **July 1, 2020** and terminate **June 30, 2025**, unless previously terminated in accordance with any other provision of this Agreement or extended or modified by a written supplemental Agreement.

2.0 SCHEDULES

2.1 Hours of Collection: Acceptable items shall not be collected before 5:00 A.M. and not after 4:00 P.M., except that the 4:00 P.M. time limit may be waived in emergencies, or late collection due to inclement weather, or on collection days following a holiday. The hours may be changed at the discretion of the Director of and Public Works, or his designated representative.

2.2 Units to be Collected: There are approximately **7,594** Inner District participating dwelling units within the City of Meriden. For each unit, refuse shall be collected once a week. The City reserves the right to expand or decrease the number of participating households. The participating units shall include single family homes, multi-family residences up to and including four or fewer families (or condominiums/cooperatives).

2.3 Collection Days: No collection shall take place on Sundays except in the case of an emergency and so authorized by the Director of Public Works, or his designated representative.

2.4 Holidays: The Contractor shall not make regular collections on days when the disposal site is closed and on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If these holidays should fall or be celebrated on a Monday through Friday, collections shall be made on the following day and all subsequent collections during that week will be one day later.

These provisions can be revised at the discretion of the Director of Public Works, or his designated representative.

In the event of a public emergency or inclement weather and the Contractor is unable to perform work under the Agreement, he shall confer with the Director of Public Works to decide if garbage is to be picked up. The City is the final arbitrator in case of disputes. Then the Contractor shall temporarily reschedule subject to agreement of the Director of Public Works, or his designated representative. The City shall not be responsible for defraying any additional costs associated with such scheduling.

3.0 PAYMENT FOR SERVICES

3.1 (As per Proposal Pages)

3.2 Payments to the Contractor for the collection of refuse shall be scheduled in twelve (12) monthly installments for collection invoices submitted on or before the twentieth of each month when payment is due.

The Contractor is responsible to pay Covanta Projects of Wallingford directly for tipping fees. The Contractor must furnish the City with the weight slips in support of your monthly tipping fee invoice to the City. The monthly tipping fee invoice shall be separate from the monthly collection invoice.

3.3 Invoices shall be sent to:

Director of Public Works
142 East Main Street, Room 19
Meriden, CT 06450

4.0 PERMITS

4.1 All vehicles covered by this Agreement must obtain a permit(s) from the City of Meriden. Permit is issued by the Department of Public Works Engineering Division.

5.0 SAFETY

5.1 All vehicles furnished by the Contractor under this Agreement shall meet all safety requirements and be subject to the General Statutes of Connecticut, the rules and regulations of the State Motor Vehicle Department, the Public Utilities Control Authority and all other state and federal motor vehicle safety standards and regulations presently in force or which may be enacted in the future, and be subject to the approval of the City of Meriden.

5.0 SAFETY – Continued:

5.2 The Contractor is responsible for keeping itself informed of any subsequent modifications and changes to the aforementioned rules, regulations and standards and shall cause its vehicles to remain in accordance with them during the duration of the Agreement. All deficiencies shall be corrected immediately by the Contractor at its sole expense.

6.0 VEHICLES AND CONDITION OF VEHICLES

6.1 Every truck and vehicle used for collection and disposal of refuse shall be kept clean and well-painted on the outside and shall be a uniform color scheme. Further, each and every truck or vehicle shall be numbered. This marking shall be plainly displayed and exposed to public view.

6.2 All vehicles used for the collection and disposal of refuse shall be fully enclosed, steel covered and designed for the loading, compression, and transportation of said product. The vehicle shall be designed so that the load will be covered at all times except when loading. Refuse shall be loaded and contained so that when additions are made, none of the contents shall fall or spill therefrom. Each vehicle shall have a broom, a shovel and other tools required to clean messes created by your operation.

6.3 The contractor shall keep all vehicles and equipment in good operating condition to insure adequate and prompt collection and disposal of refuse. The Contractor shall thoroughly wash the interior of said vehicles and equipment immediately after each day's use, (exceptions may be made at the discretion of the Director of Public Works or his designated representative) except during the months of December, January, February, and March. Further, the Contractor shall wash the vehicles with disinfectant and deodorizer in addition to washing with water. City facilities shall not be used to wash vehicles.

6.4 A City permit shall be obtained and paid for by the Contractor for every truck or vehicle used for the collections. Copies of all Department of Transportation (D.O.T.) licenses and certificates shall be submitted to the City to obtain a City Permit. Copies of the permit applications are in the General Conditions section.

6.0 VEHICLES AND CONDITION OF VEHICLES – Continued:

6.5 The Contractor shall maintain access to a spare vehicle as back up in the event that a designated collection vehicle becomes incapacitated.

6.6 The Contractor shall furnish and keep current, a complete vehicle list. This list shall be submitted to the Director of Public Works or his designated representative and include the following information.

- 6.6.1 Vehicle Description
- 6.6.2 Manufacturer and Model Number
- 6.6.3 VIN Number
- 6.6.4 Marker Plate
- 6.6.5 Gross Vehicle Weight
- 6.6.6 Operator Name

In addition, the Contractor shall be required to provide an operators list to include the operator's license, number, type, date of renewal, and a copy of the license.

7.0 VEHICLE MAINTENANCE

7.1 The Contractor shall provide full and complete maintenance for all vehicles provided under this Agreement.

7.2 The Contractor shall establish a formal maintenance program for all vehicles and keep written report files for each vehicle indicating daily, monthly and semi-annual inspections and servicing, and the dates thereof, and a record of all repairs and parts used in the maintenance and repair of each vehicle which shall become a part of the permanent record of each vehicle.

7.3 Any and all vehicle deficiencies shall be corrected at the sole expense of the Contractor.

8.0 VEHICLE RESPONSIBILITY

8.1 The Contractor shall have sole responsibility for the proper operation of said vehicles, including, but not limited to, their acquisition, maintenance, and storage including all equipment and facilities.

9.0 REFUSE CONTAINERS:

9.1 Refuse Containers: The Contractor will be responsible for supplying and distributing ninety five (95) gallon refuse Containers to every participating unit. This Container shall be plastic, GREEN in color, be on wheels and include a hinged cover. Each Container shall be marked "Refuse Only" on two sides and on top. The Container shall also be stamped "This Container is the Property of (Contractor Name)". The Contractor will be responsible for distributing the Containers to each unit prior to the start of collection. Each cart delivered must have a unique serial number. The Contractor must keep track of where carts are delivered.

A master list must be provided to the City after delivery of all carts. The list will be used to validate the number of units being collected. The Contractor is required to update the list annually. **It is understood that the Contractor owns the 95-gallon Refuse Containers and may collect them at end of contract period.**

9.2 Handling of Containers: The Contractor shall collect the containers from the public streets provided that the containers are readily accessible to the Contractor, and the Contractor shall return the container to its original location.

9.3 Damage to Container: ~~The Contractor shall be responsible for all damage to the containers resulting from carelessness, negligence or abuse by the Contractor. In the cases where the Contractor's liability is in doubt, the Contractor hereby agrees that the decision of the Director of Public Works or his designated representative, shall be final. The Contractor, after the receipt of written notification from the City of his liability for a damaged recycling container, shall promptly replace such container. If the Contractor does not replace such container within ten (10) days of notification of his liability for his damage, the Director of Public Works or his designated representative, at his sole discretion shall replace such container and shall deduct the cost of such replacement with the City's subsequent monthly payment to the Contractor.~~

9.4 In the event of loss or damage, the Contractor shall furnish replacement containers as needed for each unit as required. Contractor can expect to provide up to 100 replacement containers per year.

9.5 Collection Requirements:

Refuse collection shall be weekly.

9.6 The following materials shall be considered unacceptable and shall not be collected:

9.6.1 Those which, at curbside, have not been placed in the Contractor-supplied 95-gallon refuse containers in accordance with the rules and regulations of the City of Meriden.

9.6.2 Materials and wastes resulting from the repair or construction of buildings or structures, such as lumber, plaster, mortar and roofing materials, trees or tree stumps, junk yard wastes, dangerous materials or substances, such as poisons, acids, caustics, infected materials, explosives or radioactive material, auto car bodies, tires, commercial items, and kind of material containing hot coals or fire, water heaters, and all items not acceptable for disposal under DEEP or EPA or City Rules or Regulations, heavy metals, bagged leaves, brush, bulky waste, and Christmas trees.

10. CONTRACTOR'S PERSONNEL

10.1 The Contractor shall provide the personnel and all vehicles furnished under this Agreement. The Personnel shall be the employees and/or agents of the Contractor exclusively while performing the work of this Agreement for the City of Meriden and shall not be deemed to be the agents or the employees of the City of Meriden.

10.2 The conduct of all personnel is the responsibility of the Contractor. Any disciplinary action required against personnel is the obligation and duty of the Contractor. The contractor hereby agrees to immediately discipline or discontinue the use of personnel in the performance of this Agreement when the City of Meriden, its representatives or agents notifies the Contractor that one or more of its personnel's performance is unsatisfactory.

11. PERSONNEL TRAINING

11.1 The Contractor shall provide or shall cause to be provided a formal training program for all existing and subsequent personnel to familiarize their personnel with collection requirements, procedures, the vehicles, their maintenance, the Contractor's safety programs.

11.2 Ongoing or periodic training shall be provided to all personnel.

11.3 The Contractor shall assume all costs associated with their training program.

12.0 PERSONNEL QUALIFICATIONS

12.1 The Contractor shall ensure that as appropriate, all personnel possess the following qualifications:

12.1.1 Each vehicle operator shall have a Commercial Driver's License (CDL) as a qualified operator in State of Connecticut.

12.2 The Contractor shall furnish to the City of Meriden, and thereafter prior to the employment of vehicle operators or substitute operators, the following information:

12.2.1 Name of each operator

12.2.2 Address

12.2.3 Telephone Number

12.2.4 Record of previous driving experience

12.2.5 Report on previous motor vehicle violations and criminal arrests of which there was a conviction

12.2.6 Date on which last Operator's CDL license was furnished

13.0 ACCIDENTS

13.1 Should an accident occur, the Contractor shall provide another vehicle for the immediate continuation of the route so that as little time as possible is lost and collection assured. The Director of Public Works or his designated representative, shall be notified of all occurrences and all injuries regardless of extent, as soon as possible but no later than the completion of the route. All occurrences and all delays which prevent collection on schedule shall be reported to the Director of Public Works or his designated representative, at once.

14.0 SERVICE REQUIRED – AUTOMATED REFUSE COLLECTION SERVICES

14.1 Automated Curbside Refuse Collection Service Requirements

14.1.1 The intent of this section is to describe the services required to obtain a clean, courteous, well-scheduled Automated Curbside Refuse Collection Program for the City of Meriden.

While it is recognized that the automated refuse collection services involve certain customer operating problems, the intent of this section is to ensure that such operating problems are kept to a minimum and immediately corrected. For the purpose of reference, there are approximately **7,594** Inner District units participating in the Refuse Program.

14.1.2 Acceptable refuse collected shall be transported and disposed of at the Country Disposal in Wallingford or as ordered by the Director of Public Works or his designated representative.

14.2 Collection Routes

14.2.1 The Contractor shall furnish the Director of Public Works or his designated representative, for his review and approval, the schedule for the refuse collection. The schedule shall be a street list and a street map, which indicates on which days the properties on the street are to receive collection.

14.2.2 After an automated refuse collection pattern has been established on a particular route, written permission shall be obtained from the Director of Public Works or his designated representative, prior to substantially changing that pattern; i.e., collection of a dwelling unit which is normally done at 10:00 a.m. may not suddenly be changed to 6:30 a.m. or the collection day changed.

14.2.3 If the contractor collects a refuse route on a day not scheduled for that route, he may be deemed to be in violation of the Contract and may cause the Director of Public Works or his designated representative, to withhold monthly payment until the Contractor has satisfied the Director of Public Works or his designated representative, that sufficient precautions have been taken to prevent reoccurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Director of Public Works or his designated representative, shall be the sole judge as to whether a delay constitutes a violation or not. The Director of Public Works or his designated representative, may cancel collection on any given day for emergency reasons. If the contractor fails to observe the established schedule for more than (2) two normal working days, and if, in the opinion of the City, there has not been sufficient evidence to justify such lack of observance, the City shall serve notice either personally or by affixing notice to the Contractor's premises or place of business, the Contractor

14.2.3 - Continued:

is in default and shall take such steps as are necessary to provide service accordingly to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of this contract and shall receive not compensation under the contract from the date of the notice to the date of the default.

15.0 PERFORMANCE BOND

15.1 The Contractor shall provide and maintain a One Hundred Percent (100%) contract value Performance Bond or Cash Performance Bond for the duration of this Agreement.

16.0 INSURANCE REQUIREMENTS

16.1 The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement with the types and limits stated in the INSURANCE REQUIREMENTS.

17.0 INDEMNIFICATION

17.1 The Contractor agrees that during the term of this Agreement, including any extension or modification thereof, it shall indemnify and save harmless the City of Meriden, its officers, agents, and employees from all claims, suits, actions, and damages and costs of every name and description resulting from or arising out of operations conducted under, prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any Insurance or Bonding coverage.

18.0 WAIVER OF GOVERNMENTAL IMMUNITY

18.1 Unless otherwise requested as directed by the City of Meriden, the defense of Governmental Immunity shall not be available to the Contractor in the adjustment of claims or in the defense of legal actions arising out or resulting from the Contractor's operation under this Agreement. Nothing herein, shall serve to deprive the City of Meriden of such defense.

19.0 WAIVER

19.1 The waiver of breach of any covenant or condition herein contained shall not be construed as a waiver of such covenant or condition, or if any subsequent breach thereof.

20.0 COVENANT AGAINST ASSIGNMENT

20.1 The Contractor shall not assign or transfer all or any parts of its rights, powers, or duties arising hereunder without prior written consent of the City of Meriden.

21.0 CONTRACTOR

21.1 The Contractor shall not be held, or deemed in any way to be an agent, employee or official of the City of Meriden.

22.0 CONTRACTOR'S REPRESENTATIVE

22.1 The Contractor shall appoint an agent having full authority to act for the Contractor and who shall be available exclusively throughout the day to receive and act on all instructions or complaints and to furnish any information desired by the Director of Public Works or his designated representative. The Contractor agrees to provide the name, address, and phone number of its agent to the Director of Public Works or his designated representative of the City of Meriden. Said person shall not be a regularly scheduled driver.

22.2 The Contractor, through its representative must have an e-mail account, which the City will use to facilitate a good portion of its business correspondence in order to expedite communication between the City and Contractor.

23.0 NOTICES

23.1 All written notices require or permitted hereunder shall be delivered by certified mail to the party at the following addresses:

Contractor:

City of Meriden:

Director of Public Works
142 East Main Street, Room 19
Meriden, CT 06450

24.0 AUDITS

24.1 At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available for examination all records with respect to all matters covered by Agreement and will permit the Director of Public Works or his designated representative, or other authorized City, State, and Federal officials to audit, inspect, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, payroll, and other data relating to all matters.

24.2 The vehicles and records of the vehicles shall be available to the Director of Public Works or his designated representative, at all times for inspection.

25.0 TERMINATION

25.1 The City can terminate the Contractor for cause.

26.0 DEFAULT

26.1 In the event of any default by the Contractor, the City of Meriden may pursue any legal remedy available to enforce all rights accruing thereunder, and no such action shall operate as a waiver of any other rights or remedies of the City of Meriden under the terms thereof or the law. All rights and remedies of the City of Meriden of any default or incomplete performance or partial performance on the part of the Contractor shall not operate as a bid waiver of the right of the City of Meriden to fully enforce this Agreement. Any failure to provide the vehicles or operators on any particular day shall constitute a breach of contract. However, the Contractor shall not be liable for failure to provide any provisions, terms, or conditions of this Agreements, either wholly or in part if the failure to perform is caused by civil commotion or act of God.

27.0 LIQUIDATION OF INDEBTEDNESS

27.1 The City of Meriden may withhold payments under this Agreement if (a) the Contractor has failed to comply with the terms of the Agreement or any applicable state law or regulation, or (b) the Contractor is indebted to the City of Meriden and the collection of indebtedness will not impair accomplishment of the objectives of this Agreement. Under such conditions, the City of Meriden will inform the Contractor, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

28.0 EQUAL EMPLOYMENT OPPORTUNITY

28.1 During the performance of this Agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national region, The Contractor shall take affirmative action to ensure 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 limited to the following: employment, up-gradings, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship and all other applicable federal, state, or local ordinance or regulations.

29.0 SAVINGS CLAUSE

29.1 The invalidity of any clause, part or provision of this Agreement shall not effect the validity of the remaining potions thereof.

30.0 ADHERENCE TO APPLICABLE LAW

30.1 The Contractor, its representatives, agents, and employees agree to adhere to the rules and regulations for refuse operation to comply with the rules and to the requirements of the General Statutes of Connecticut and meeting the requirements of the Solid Waste Delivery and disposal contract between Covanta Projects of Wallingford and the City of Meriden which in any manner relate to the performance of the work in accordance with the Contract.

30.1 The Contractor shall comply with all applicable ordinances, laws and regulations presenting in force, or enacted in the future, governing refuse.

31.0 ENTIRE AGREEMENT

31.1 The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representatives, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Contractors.

32.0 APPLICABLE LAW

32.1 This agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year indicated.

CONTRACTOR:

Duly Authorized

DATED: _____

CITY OF MERIDEN:

APPROVED AS TO FORM:

Timothy P. Coon, City Manager
Duly Authorized

Michael Quinn, Corporation Counsel
Duly Authorized

DATED: _____

DATED: _____