

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

INVITATION FOR BID FOR DISPOSAL OF MUNICIPAL REFUSE

June 3, 2020

The Town of Avon and Avon Public Schools, Avon, Connecticut invites sealed bids for the collection of all refuse and single-stream recyclables from municipal buildings and locations until 10:30 AM on June 19, 2020. At that time, the bids will be opened by Town staff and the bid results will be posted on the Town's website for public review by the end of the business day. Due to COVID-19, a public bid opening will not be held.

The documents comprising the Invitation for Bid may be obtained on the Town's website, www.avonct.gov, (under "Find It Fast"), Public Bids & RFPs.

The Town of Avon reserves the rights to amend or terminate this Invitation for Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the contract to the lowest bid that meets the criteria set forth in the Invitation for Bid and is in the best interests of the Town.

TOWN OF AVON, CONNECTICUT

INVITATION FOR BID
DISPOSAL OF MUNICIPAL REFUSE
19/20-4

Bid Opening Date: June 19, 2020
Bid Opening Time: 10:30 AM
Bid Place: Avon Town Hall, Office of the Town Manager

The Town of Avon is soliciting Bids for the above named project. It is the intent of the Town of Avon to hire a Contractor, hereinafter “Contractor,” to provide these services.

One (1) original and two (2) copies of sealed Bids must be received in the Avon Town Hall, Town Manager’s Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above. As the Town Hall is closed to the public at this time, Bidders should submit Bids via U.S. Mail or a parcel delivery service. The Town will not accept submissions by e-mail or fax. The Town will not accept Bids received after the date and time noted above.

The documents comprising this Invitation for Bid (IFB) can be found on the Town’s website, www.avonct.gov, (under “Find It Fast”), Public Bids & RFPs. **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda to this Bid and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this IFB, accept all or any part of a Bid, reject all Bids, waive any informalities or non-material deficiencies in a Bid, and award the Bid to the lowest Bid that meets the criteria set forth in the IFB and that is in the best interest of the Town.

This Bid includes:

- Standard Instructions to Bidders
- Required Contract Terms
- Specifications
- Insurance Requirements
- Bid Form
- Bidder’s Legal Status Disclosure Form
- Bidder’s Non Collusion Affidavit Form
- Bidder’s Statement of References Form
- Addenda, if any
- The Contract in the form attached

TOWN OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Avon (the “Town”) is soliciting Bids for the collection of all refuse and single-stream recyclables from municipal buildings and locations in Town. This IFB is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful bidder.**

Interested parties should submit a Bid in accordance with the requirements and directions contained in this IFB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this IFB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this IFB, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE IFB OR CONTRACT

The Town may, before or after Bid opening and in its sole discretion, clarify, modify, amend or terminate this IFB if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.avonct.gov, (under “Find It Fast”), Public Bids & RFPs. **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

If this IFB provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful bidder for any unfunded year or years.

3. KEY DATES

Pre-Bid Conference:	This item is not applicable to this IFB
Bid Opening:	June 19, 2020 at 10:30 AM
Interviews:	This item is not applicable to this IFB
Preliminary Notice of Award:	Within 60 days of Bid Opening
Contract Execution:	Effective July 1, 2020

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE IFB**

All documents that are a part of this IFB can be found on the Town's website, www.avonct.gov, (under "Find It Fast"), Public Bids & RFPs.

5. **BID SUBMISSION INSTRUCTIONS**

Bids must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to the date and time the Bids are scheduled to be opened. At that time, the bids will be opened by Town staff and the bid results will be posted on the Town's website for public review by the end of the business day. Due to COVID-19, a public bid opening will not be held. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late Bids. The Town will **NOT** accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery.

One (1) original and two (2) copies of all Bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS,**" and the **Bid Title, Bid Number and Bid Opening Date**. As the Town Hall is closed to the public at this time, Bidders should submit Bids via U.S. Mail or a parcel delivery service. The Town may decline to accept Bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such Bid documents and inform the bidder that the Bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this IFB. All blank spaces for Bid prices must be completed in ink or be typewritten; Bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the Bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order to give the Town sufficient time to review the Bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this IFB.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this IFB are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Grace Tiezzi
Department: Assistant to the Town Manager
E-mail: gtiezzi@avonct.gov
Phone: 860-409-4300
Fax: 860-409-4368

Questions concerning IFB Specifications are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Alexander M. Trujillo
Department: Public Works
E-mail: atrujillo@avonct.gov
Phone: 860-673-6151
Fax: 860-673-0338

Bidders are prohibited from contacting any other Town employee, officer or official concerning this IFB. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the Bid opening date. That representative will confirm receipt of a bidder's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this IFB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to Bid opening, the Town will post any addenda on the Town's website, www.avonct.gov, (under "Find It Fast"), Public Bids & RFPs. **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this IFB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of Bids, to ask any bidder to clarify its Bid or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its Bid are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All Bids submitted become the Town's property and will not be returned to bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a Bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its Bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each bidder must, in its Bid Form, make the disclosures set forth in that form. A bidder's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each bidder must complete and submit the Bidder's Statement of References Form included in this IFB.

13. LEGAL STATUS

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status. Each bidder must complete the Bidder's Legal Status Disclosure Form included in this IFB.

14. BID (BID) SECURITY

A Bid Bond in the amount of 5% of the total first year bid price is required for this project.

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this IFB and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this IFB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this IFB or the provision of goods or performance of the work described herein.

By submitting a Bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this IFB, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Bid.

16. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in the Bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specification. The decision as to whether the substitution is acceptable rests solely with the Town.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this IFB. The Town reserves the right to request from the successful bidder a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

Prior to the execution of the contract, the Contractor shall furnish a Performance Bond in the amount at least equal to 100% of the total annual estimated contract price as a security for faithful performance of the contract. The Surety on the bond must be a corporate surety registered to do business in the State of Connecticut.

20. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the items that are the subject of the IFB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

All Bids will be opened by Town staff as received on the date, at the time, and at the place identified in this IFB. The bid results will be posted on the Town's website for public review by the end of the business day. Due to COVID-19, a public bid opening will not be held.

The Town reserves the right to correct, after bidder verification, any mistake in a Bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a Bid, reject all Bids, and waive any informalities or non-material deficiencies in a Bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this IFB to any combination of separate Bids or bidders.

The Town will select the lowest Bid that meets the criteria set forth in the IFB and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a bidder's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any bidder if, in the sole judgment of the Town, the bidder's past performance gives rise to a substantial risk that the bidder may not provide satisfactory performance.

The Town generally will not award the Bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.**

If the bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any Bid security provided by the bidder and may enter into discussions with another bidder.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this IFB.

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful bidder’s obligations under this section shall survive the termination or expiration of the Contract.

24. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder’s Non Collusion Affidavit Form that is part of this IFB.

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF AVON, CONNECTICUT

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the bidder must disclose that inability, unwillingness, clarification and/or modification in its Bid Form (see Section 11 of the Standard Instructions to Bidders):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the IFB or the Contract. Without limiting the foregoing, the obligation to defend, indemnify, and hold harmless includes injuries to persons (including injuries resulting in death) and injuries to property (including injuries to the environment). The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful bidder may not subcontract, transfer or assign any of its obligations under the Contract without first (a) providing the Town with a written explanation as to why a subcontractor is required to complete the work, (b) receiving permission from the Town, and, if permission is granted, (c) except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. **The successful bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract.** The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful bidder shall assure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all invoices must be submitted on a monthly basis for the proceeding month's services. Payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. TOWN INSPECTION OF WORK

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the IFB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. ADVERTISING

The successful bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder.

9. PREVAILING WAGES

This item is not applicable to this IFB.

10. PREFERENCES

This item is not applicable to this IFB.

11. WORKERS COMPENSATION

This item is not applicable to this IFB.

12. SAFETY

This item is not applicable to this IFB.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful bidder will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful bidder shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this IFB.

15. SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful bidder agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful bidder. The successful bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its Bid and the performance of the Contract. The successful bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

TOWN OF AVON, CONNECTICUT

SPECIFICATIONS FOR

DISPOSAL OF MUNICIPAL REFUSE

FOR THE TOWN OF AVON AND AVON PUBLIC SCHOOLS

19/20-4

I. INTENT

The intent of these specifications is to obtain clean, courteous, well-scheduled, and well-executed collection of refuse and single-stream recyclables from the Municipal Buildings as specified herein in the Town, during the period of this Contract.

While the Town recognizes that refuse and single-stream recyclables collection services involve minor operating problems, the intent of these specifications is to insure that any such operating problems are kept to a minimum and are immediately corrected.

II. SCOPE OF BASIC SERVICES WORK

The basic services contract shall involve a three (3) year contract for the collection and disposal of refuse and single-stream recyclables, as more specifically described in Section VIII of these specifications. The Town shall have the option to extend the term for up to two (2) years, upon written notice to the Contractor of not less than ninety (90) days. The price(s) for any such extension term shall be mutually agreed upon by the Town and the Contractor in writing. The Contractor must provide all of the refuse and recycling containers specified in this bid document.

- a. The Contractor should collect refuse in accordance with a routine schedule. The current experience of the Town is summarized in the bid form – on the table titled “Refuse Service Locations.”

The Town will not require dedicated loads. The Contractor will deposit load at Materials Innovation and Recycling Authority (MIRA) and identify those loads as originating from the Town of Avon. The Contractor is responsible for paying the tip fees. Therefore, your bid price must include all costs of picking up trash and disposal of that material. No other separate charges will be accepted.

Refuse collected shall be transported to the MIRA in Hartford.

- b. The Contractor shall collect single-stream recyclables in accordance with a routine schedule defined in the bid form; and the Contractor shall collect single-stream recyclables from all municipal buildings as specified elsewhere in these specifications.

III. DEFINITION OF TERMS

- a. Town: shall mean the Town Manager and/or the Director of Public Works or the Superintendent of Schools and/or the Foreman of Buildings & Grounds and their designated agents.
- b. Contractor: shall mean that firm as indicated on the Contract and shall include its agents and employees.
- c. Acceptable Refuse: shall mean any item or items that are part of the municipal waste stream for delivery to MIRA that is acceptable, which are not recyclable, as hereinafter defined, that may accumulate from the preparation of food, but shall not include materials listed in Section V.
- d. Single-stream recyclables: shall mean any item or items that are part of the solid waste stream which as defined herein or by State statute or regulation as being recyclable including, but not limited to, the following:
- e. Cardboard: means clean, corrugated boxes, (waffle middle), that have no plastic or waxed surfaces.
- f. Glass Food Containers: means a glass bottle or jar of any size or shape used to package food products suitable for human or animal consumption, which are rinsed clean, without tops, covers, corks or food remains.
- g. Metal Food Containers: means any aluminum, bi-metal, steel, tin-plated steel or other metallic can, plate or tray of any size or shape used to package food products suitable for human or animal consumption, which are rinsed clean, and without food.
- h. Newspaper: means clean newsprint, newspapers and newspaper advertisements, supplements, and magazines.
- i. Office Paper: means wastepaper generated by offices including the following: white envelopes (no plastic windows), white letterhead, white typing paper, white photocopy paper, white interoffice memos, white computer paper, white pad paper, green-bar computer paper. Staples need not be removed.
- j. Recycle: for this Agreement and for the purposes of sections 22a-241b-1 to 22a- 241 b-4 of State Statute and Regulations, means to separate or divert an item or items from the solid waste stream for the purposes of processing it or causing it to be processed into a material product, including the production of compost, in order to provide for disposition of the item or items in a manner, other than incineration or land filled, which will best protect the environment. Nothing in this definition shall preclude the use of waste oil as fuel in an oil burner.
- k. Recycling Container: shall mean a plastic container designated by the Town as acceptable for recycling and easily identifiable as a recycling container.

1. Aseptic Packaging: means clean gable shaped plastic coated paper containers, (milk-type containers), up to one gallon in size and the small single serving juice boxes.

IV. MATERIALS ACCEPTABLE FOR COLLECTION

The following materials shall be considered to be acceptable for collection:

- a. Acceptable Refuse as defined hereinbefore.
- b. Single-stream recyclables, as defined hereinbefore, and any additional single-stream recyclables acceptable to the Materials Innovation and Recycling Authority at its Hartford regional recycling facility.

All single-stream recyclables are currently prepared for collection as described in the following:

1. Newspaper: must be clean and placed in single-stream recycling container.
2. Corrugated Cardboard: must be clean having no plastic or waxed surfaces.
3. Glass Food Containers: clear, brown and green glass bottles washed clean are acceptable; caps and lids removed, and labels need not be removed.
4. Metal Food Containers: tin, steel, aluminum, and bi-metal cans and aluminum foil are acceptable. Containers must be washed clean, clean lids and attached labels are acceptable.
5. Plastics: Codes 1 through Code 7 are collected. Plastic must be clean and not flattened. Attached labels acceptable, up to one gallon or three liter size; placed in recycling containers.
6. Aseptic Packaging: includes gable shaped, plastic coated paper containers, (milk-type containers), up to one gallon in size and the small, single-serving juice boxes. These items may be commingled with glass, metal and plastic containers. The cartons must be rinsed clean, and any straws and caps must be removed.

V. MATERIAL NOT ACCEPTABLE FOR COLLECTION

The following refuse and single-stream recyclables shall be considered not acceptable for collection:

- a. Materials which have not been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the Town of Avon and MIRA or such other disposal site designated by the Town and the terms and conditions of these specifications.

- b. Materials from the major repair of, excavation for, construction or destruction of buildings or structures, such as earth, plaster, mortar, bricks, building blocks, roofing material, septic tanks, trees or tree stumps over six inches (6") in diameter.
- c. Dangerous or environmentally unsafe materials or substances, such as cleaning fluids, crankcase oil, paints, liquid plastics, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluids, infected materials and refuse of similar nature or any such other wastes that are deemed to be hazardous wastes pursuant to municipal, state or federal law or regulations.
- d. Refuse that has single-stream recyclables commingled therein.

VI. PLACES TO BE SERVED BY THE CONTRACTOR

- a. The Contractor shall collect from all municipal locations designated by the Town all acceptable refuse and single-stream recyclables acceptable for collection. The Contractor shall provide all appropriate refuse and recycling containers for this purpose.

VII. COLLECTION

- a. Collection, if routinely scheduled, shall be made on every legal holiday except Christmas Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day unless otherwise specified by the Town or the MIRA. Collection not made due to any of the holidays herein identified shall cause the remaining weekly schedule to be delayed one day with the final day of collection to be made on the Saturday following such holiday.
- b. The Contractor shall provide written documentation of drug and alcohol testing programs for personnel and substitute personnel in accordance with Federal and State laws.

The drivers shall conduct themselves in an appropriate business-like manner while on duty for the Town of Avon. No drinking, swearing, or abusive language or actions will be tolerated. Any such occurrence will require the immediate replacement of the driver. The Town's decision on this matter shall be final and not subject to appeal. Failure to immediately replace the driver upon notification will be cause for termination of the Contract.

VIII. DISPOSAL OF REFUSE AND SINGLE-STREAM RECYCLABLES (BASE PROPOSAL)

The Contractor shall, without cost, use facilities to be designated by the Town for the disposal of refuse and single-stream recyclables. The current facility designated for refuse disposal is the Hartford facility operated by MIRA. Single-stream recyclables shall be disposed of as follows:

Single-stream recyclables

Newspaper, cardboard,
glass and metal food containers,
plastics (Code #1 through #7)

Contract Responsibilities

Direct delivery to Hartford MIRA
Regional Recycling Facility
Murphy Road

IX. **EQUIPMENT**

- a. All vehicles used for the collection or disposal of refuse and single-stream recyclables shall be steel covered, fully enclosed, designed and intended for the loading and transportation of refuse and single-stream recyclables and, when so loaded and driven, that the load will be covered at all times except when additions to the load are being made; and that none of the contents shall fall or spill there from.

Provision and use of a tarpaulin or canvas cover to enclose open bodies of collection vehicles may be permitted but only when specifically approved by the Town.

- b. The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of refuse and single-stream recyclables.
- c. Every truck or vehicle used for disposal of refuse and single-stream recyclables shall be kept clean and well painted on the outside and shall have a uniform color scheme and markings.
- d. MIRA permits and Town permits, (no Town permit fee), are required for every vehicle used for collection of refuse and single-stream recyclables where applicable.

X. **CONTRACT PAYMENTS**

- a. Separate billings to the Town and the Board of Education for the refuse and recycling collection service shall be made monthly by the Contractor. Each bill must be itemized by: pick up location, refuse, recycling, size of container, and cost. The Contractor shall not give service to any additional units except upon receipt of a written or verbal notification from the Town to begin service. The Contractor shall cease to give service to any unit upon receipt of a written notification from the Town to terminate service.
- b. The successful bidder will be responsible for making adjustments to the Town and Board of Education invoices. Town and Board of Education staff will notify the successful bidder when suspension of single stream is to begin and when trash pick-up will be reduced to the seasonal or summer recess schedule. Board of Education staff will also notify the successful bidder when to return to the regular school year schedule for trash pick-up and resume single stream service.
- c. The Town shall make payments to the Contractor within thirty (30) days after approval of invoice.

The Contract payments to be made are payment for the following:

1. The collection of refuse as is herein set out.
2. The collection of single-stream recyclables as is herein set out.
3. Other alternative services provided as approved by Town.

XI. NONDISCRIMINATION CLAUSE

The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and if applicable, the Connecticut Fair Employment Practice Law.

XII. GENERAL PROVISIONS

- a. The Contractor shall be responsible for any damage to property caused by his/her agents or vehicles. In cases where the Contractor's liability for damage to property is in doubt, the decision of the Town shall be held to be the final decision, subject to appeal in a court of law. If the Contractor does not replace or repair any damage to property caused by its agents or vehicles within ten (10) days of its receipt of a written notification of its liability from the Town, the Town shall cause the damaged property to be repaired or replaced and shall deduct the cost of such repair or replacement from a subsequent monthly payment due the Contractor.
- b. The Contractor shall clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly. Failure to do so will invoke the penalties as described in XV or XVI, at the sole option of the Town.
- c. The Contractor shall collect, transport, dispose of or sell all refuse and single-stream recyclables in accordance with this Agreement in a thorough and efficient manner and in a manner least offensive to the public.
- d. The Contractor shall extend or discontinue the collection and disposal of refuse and single-stream recyclables service to units as the Town may direct in writing.
- e. For all locations which have been designated as "Seasonal", the Contractor must either remove the collection units or secure them in such a manner that they cannot have materials deposited in them. The Contractor shall notify the Town of which method they intend to use each year. The Contractor agrees not to bill the Town for the period that these units are either removed or locked. No additional payment will be made to either remove and redeposit or lock these units. The seasonal period is generally the last Monday in November through the last Monday in March. The Town will confirm these dates with the Contractor annually.

- f. The Contractor agrees to furnish all personnel necessary for the adequate and prompt collection and disposal of refuse and single-stream recyclables from the Town of Avon; furthermore, the Contractor shall furnish all vehicles and equipment necessary for the adequate and prompt collection and disposal of refuse and single-stream recyclables from the Town of Avon.
- g. Town Notification
 - 1. Contractor shall respond to and resolve each complaint within a 24-hour period.
 - 2. Contractor shall notify the Town immediately of any schedule delays or missed pickups.
- h. The Contractor shall comply with all Federal and State laws, Rules and Regulations pertaining to Social Security and Unemployment Compensation.
- i. The Contractor shall comply with all Federal and State laws, regulations and permits pertaining to the environment and shall not wrongfully dispose of any refuse or single-stream recyclables.

XIII. MARKETING OF SINGLE-STREAM RECYCLABLES

The Contractor will guarantee the marketing of single-stream recyclables as follows providing that they are turned over for collection as required pursuant to the terms and conditions of this Agreement. The Contractor shall deliver to the Materials Innovation and Recycling Authority all commingled newspaper, corrugated cardboard, (and other cardboard as may become acceptable to MIRA), glass and metal food containers, and plastics, (codes 1 through 7), at no additional cost to Town.

The Town shall have the right to make a reasonable inspection of any and all of the records of the Contractor for an accounting, at the Town's cost, of the marketing of the Town's single-stream recyclables.

END OF SPECIFICATIONS

TOWN OF AVON, CONNECTICUT
INSURANCE REQUIREMENTS FOR
DISPOSAL OF MUNICIPAL REFUSE
19/20-4

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- f. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- g. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743. Endorsements to the contractor's policies may be used to comply with this requirement.
- h. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

TOWN OF AVON, CONNECTICUT

BID FORM
DISPOSAL OF MUNICIPAL REFUSE
19/20-4

For the convenience of bidders, pages 2 through 7 of the **Bid Form**, has been provided as an Excel Workbook and made available as a separate fillable download. In order for the **Bid Form** to be considered valid and the Bid to be considered complete, the following **“ACKNOWLEDGEMENT”** and **“REQUIRED DISCLOSURES”** must be completed and signed where indicated. These items are **NOT** included in the Excel Workbook.

BIDDER’S FULL LEGAL NAME: _____

PRICE BID

Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

The total BID price for the items of work (**Town of Avon Locations inclusive**), to provide the complete job, including the provision of appropriate containers is:

Total Bid for FY 2020/2021 \$ _____

Total Bid for FY 2021/2022 \$ _____

Total Bid for FY 2022/2023 \$ _____

Total Bid Price for the three (3) fiscal years: \$ _____

_____ dollars and _____ cents
(written words)

The total BID price for the items of work (**Board of Education Locations inclusive**), to provide the complete job, including the provision of appropriate containers is:

Total Bid for FY 2020/2021 \$ _____

Total Bid for FY 2021/2022 \$ _____

Total Bid for FY 2022/2023 \$ _____

Total Bid Price for the three (3) fiscal years: \$ _____

_____ dollars and _____ cents
(written words)

Disposal of Municipal Refuse

Town of Avon Properties

FY 2020/2021

Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		# of Months	Total
Avon Vol. Fire Dept. Co. 1	Trash	2	4yd	1x/wk	\$0.00	x	12 months	\$0.00
25 Darling Drive	Single Stream	2	90 gal.	1x/wk	\$0.00	x	12 months	\$0.00
Avon Vol. Fire Dept. Co. 2	Trash	1	90 gal.	1x/wk	\$0.00	x	12 months	\$0.00
106 Secret Lake Road	Single Stream	1	90 gal.	1x/month	\$0.00	x	12 months	\$0.00
Avon Vol. Fire Dept. Co. 3	Trash	1	2yd	1x/wk	\$0.00	x	12 months	\$0.00
490 West Avon Road	Single Stream	1	90 gal.	1x/month	\$0.00	x	12 months	\$0.00
Avon Vol. Fire Dept. Co. 4	Trash	1	2yd	1x/wk	\$0.00	x	12 months	\$0.00
365 Huckleberry Hill Road	Single Stream	1	90 gal.	1x/month	\$0.00	x	12 months	\$0.00
Countryside Park	Trash	1	2yd	1x/wk	\$0.00	x	12 months	\$0.00
335 Huckleberry Hill Road								
Library	Trash	1	2yd	1x/wk	\$0.00	x	12 months	\$0.00
281 Country Club Road	Single Stream	1	2yd	1x/wk	\$0.00	x	12 months	\$0.00
Police Station	Trash	1	6yd	1x/wk	\$0.00	x	12 months	\$0.00
60 West Main Street	Single Stream	1	4yd	1x/wk	\$0.00	x	12 months	\$0.00
Public Works	Trash	1	6yd	1x/wk	\$0.00	x	12 months	\$0.00
11 Arch Road	Single Stream	1	6yd	1x/wk	\$0.00	x	12 months	\$0.00
Senior Center	Trash	2	2yd	2x/wk	\$0.00	x	12 months	\$0.00
635 West Avon Road	Single Stream	2	2yd	1x/wk	\$0.00	x	12 months	\$0.00
Sperry Park*	Trash <i>(Seasonal)</i>	1	6yd	2x/wk	\$0.00	x	8 months	\$0.00
Simsbury Road	Single Stream <i>(Seasonal)</i>	1	6yd	2x/wk	\$0.00	x	8 months	\$0.00
Sycamore Hills	Trash <i>(Seasonal)</i>	1	4yd	1x/wk	\$0.00		8 months	\$0.00
635 West Avon Road	Single Stream <i>(Seasonal)</i>	1	2yd	1x/wk	\$0.00		8 months	\$0.00
Town Hall	Trash	2	2yd	1x/wk	\$0.00	x	12 months	\$0.00
60 West Main Street	Single Stream	2	2yd	1x/wk	\$0.00	x	12 months	\$0.00
							Sub-Total (12 months) :	\$0.00
							Sub-Total (Seasonal) :	\$0.00
							TOTAL	\$0.00

**Disposal of Municipal Refuse
Board of Education Properties
FY 2020/2021**

Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		# of Months	Total
Administrative Offices	Trash (12 months)	1	4yd	2x/wk	\$0.00	x	12 months	\$0.00
34 Simsbury Road	Single Stream (12 months)	1	4yd	1x/wk	\$0.00	x	12 months	\$0.00
Avon, CT 06001								
Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		Number of Months	Total
Avon High School*	Trash (regular school year)	1	10yd	3x/wk	\$0.00	x	10 months	\$0.00
510 W. Avon Road	Single Stream (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Avon Middle School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
375 W. Avon Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Roaring Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
30 Old Wheeler Lane	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Thompson Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
150 Thompson Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
Pine Grove School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
151 Scoville Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
							Sub-Total (12 months) :	\$0.00
							Sub-Total (regular school year) :	\$0.00
							Sub-Total (summer recess) :	\$0.00
							TOTAL	\$0.00

* These locations will reduce Trash pick ups to 1x/week and suspend all Single Stream pick ups for the summer (dates based on the school calendar).

**Disposal of Municipal Refuse
Board of Education Properties
FY 2021/2022**

Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		# of Months	Total
Administrative Offices	Trash (12 months)	1	4yd	2x/wk	\$0.00	x	12 months	\$0.00
34 Simsbury Road	Single Stream (12 months)	1	4yd	1x/wk	\$0.00	x	12 months	\$0.00
Avon, CT 06001								
Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		Number of Months	Total
Avon High School*	Trash (regular school year)	1	10yd	3x/wk	\$0.00	x	10 months	\$0.00
510 W. Avon Road	Single Stream (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Avon Middle School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
375 W. Avon Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Roaring Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
30 Old Wheeler Lane	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Thompson Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
150 Thompson Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
Pine Grove School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
151 Scoville Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
							Sub-Total (12 months) :	\$0.00
							Sub-Total (regular school year) :	\$0.00
							Sub-Total (summer recess) :	\$0.00
							TOTAL	\$0.00

* These locations will reduce Trash pick ups to 1x/week and suspend all Single Stream pick ups for the summer (dates based on the school calendar).

**Disposal of Municipal Refuse
Board of Education Properties
FY 2022/2023**

Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		# of Months	Total
Administrative Offices	Trash (12 months)	1	4yd	2x/wk	\$0.00	x	12 months	\$0.00
34 Simsbury Road	Single Stream (12 months)	1	4yd	1x/wk	\$0.00	x	12 months	\$0.00
Avon, CT 06001								
Location	Container Type	Qty	Size	Frequency	Monthly Bid Amount		Number of Months	Total
Avon High School*	Trash (regular school year)	1	10yd	3x/wk	\$0.00	x	10 months	\$0.00
510 W. Avon Road	Single Stream (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Avon Middle School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
375 W. Avon Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Roaring Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
30 Old Wheeler Lane	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)	1	10yd	1x/wk	\$0.00	x	2 months	\$0.00
Thompson Brook School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
150 Thompson Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
Pine Grove School*	Trash (regular school year)	1	10yd	2x/wk	\$0.00	x	10 months	\$0.00
151 Scoville Road	Single Stream (regular school year)	1	10yd	1x/wk	\$0.00	x	10 months	\$0.00
Avon, CT 06001								
	Trash (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
	Single Stream (summer recess)			1x/wk	\$0.00	x	2 months	\$0.00
							Sub-Total (12 months):	\$0.00
							Sub-Total (regular school year):	\$0.00
							Sub-Total (summer recess):	\$0.00
							TOTAL	\$0.00

* These locations will reduce Trash pick ups to 1x/week and suspend all Single Stream pick ups for the summer (dates based on the school calendar).

Pricing is also requested on the following containers, to be delivered at any of the Board of Education/Town listed sites, on a **per diem basis**, to accommodate special events:

Container Size Trash	Bid Amount	Container Size Single Stream	Bid Amount
2 yd		2 yd	
4 yd		4 yd	
6 yd		6 yd	
8 yd		8 yd	
10 yd		10 yd	
20 yd		20 yd	
30 yd		30 yd	
40 yd		40 yd	

Pricing is also requested for extra pick ups on the following containers, at any of the Board of Education/Town listed sites, on a **per pick up basis**:

Container Size Trash	Cost Per Pick Up	Container Size Single Stream	Cost Per Pick Up
2 yd		2 yd	
4 yd		4 yd	
6 yd		6 yd	
8 yd		8 yd	
10 yd		10 yd	
20 yd		20 yd	
30 yd		30 yd	
40 yd		40 yd	

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the IFB

_____ This Bid does not take exception to or seek to clarify or modify any requirement of the IFB, including but not only any of the required Contract Terms beginning on page 12 of this IFB. **The bidder agrees to each and every requirement, term, provision and condition of this IFB.**

OR

_____ This Bid takes exception(s) to and/or seeks to clarify or modify certain of the IFB requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the bidder on the State of Connecticut's Debarment List?

_____ Yes _____ No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the bidder that could be regarded as creating a conflict of interest?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

TOWN OF AVON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

_____ President

_____ Secretary

_____ Chief Financial Officer

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Bidder’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF AVON, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT FORM

BID FOR:

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Bid is genuine; it is not a collusive or sham Bid;
- (2) the bidder developed the Bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the Bid to any person not an employee or agent of the bidder and will not communicate the Bid to any such person prior to the official opening of the Bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the bidder's Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its Bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF AVON, CONNECTICUT

DISPOSAL OF MUNICIPAL REFUSE

BIDDER'S STATEMENT OF REFERENCES FORM

19/20-4

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

DISPOSAL OF MUNICIPAL REFUSE

This _____ (the "Contract") is entered into the ____ day of _____, _____ ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut, (the "Town") and _____, a _____, whose principal office is located at _____, _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued an Invitation for Bids (the "IFB") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Bid to the Town, dated _____ (the "Bid"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Any addenda or modifications to the IFB issued prior to opening of the IFB; and
 - (iv) The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the IFB**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on _____ and be in effect until _____. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town. The Town shall have the option to extend the term for up to two (2) years, upon written notice to the Contractor of not less than ninety (90) days. The price(s) for any such extension term shall be mutually agreed upon by the Town and the Contractor in writing.
5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the IFB and the Bid Form.
6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.
7. If the Town does not budget funds in sufficient amounts to pay for the continuation of Contract in years subsequent to the first year of the Contract, the Town may terminate the Contract at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the Contractor for the unfunded year or years.
8. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.
9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.
11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF AVON

[Witness]

By _____
Brandon Robertson
Town Manager

AVON BOARD OF EDUCATION

[Witness]

By _____

[Witness]

By _____