BID PACKAGE
SCRAP METAL RECYCLING
AVON, CT

March 25, 2009

INVITATION TO BID NO. 08/09-15
STANDARD INSTRUCTIONS
BID FORM
GENERAL SPECIFICATIONS
AGREEMENT

Blythe C. Robinson
Assistant Town Manager
60 West Main Street
Avon, CT 06001-3743
SCRAP METAL RECYCLING  
STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Avon is soliciting bids for the above named project. The Town will dispose of, into containers provided by the contractor, scrap ferrous and non-ferrous type materials generated by the Town through its recycling program. Materials may include white goods (appliances), automobile parts, aluminum, copper, etc., are included in this bid. The Town is seeking payment for the value of this material less the expense of containers and hauling. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid Issued</td>
<td>March 25, 2009</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>None</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>April 15, 2009 – 10:00 AM</td>
</tr>
<tr>
<td>Bid Awarded</td>
<td>Within 90 Days</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>Within ten (10) calendar days of Notice to Proceed</td>
</tr>
</tbody>
</table>

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Town Manager’s Office, 60 West Main Street, Avon CT, or from the Town’s website at: www.town.avon.ct.us (under “Opportunities”) Public Bids and RFP’s.

4. BID SUBMISSION INSTRUCTIONS

A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Town of Avon – Scrap Metal Recycling”. If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". The name of the bidder must appear on the outside of the envelope. Bids must be at the office of the Town Manager by the time the first bid is publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.

B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.

C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
SCRAP METAL RECYCLING
STANDARD INSTRUCTIONS TO BIDDERS

D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.

E. An authorized person representing the legal entity of the bidder must sign bids.

F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.

G. The Town reserves the right to waive any minor informalities in a bid when such a waiver is in their best interest to do so.

5. QUESTIONS

Any questions about this project should be directed to Mr. Bruce C. Williams, Director of Public Works, at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: 860-409-4368, or by mail: Town Manager’s Office, 60 West Main Street, Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under “Opportunities”) Public Bids and RFP’s. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town’s website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.
8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Avon. The Town will issue any substantive changes or interpretations in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required the contractor must supply the Town with a W-9 form for services rendered.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant Town Manager PRIOR to commencement of work, with the following requirements:

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
   Fire Damage Legal Liability $ 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. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.

g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this 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 of Avon.
12. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

Bidders should understand that the quantities given in the General Specification of this Bid is approximate only, and is given solely as an estimate for bidders. The Town does not guarantee the exact amount of materials to be recycled.

An award shall be made to the responsive and responsible bidder that provides the highest net price for the recycling of scrap metal items. The bidder guarantees a dollar per ton at their floor price for the duration of the contract period. The responsive and responsible bidder is the person or firm whose bid to perform the work is the highest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The Bid Awarded date in section 2 titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

13. REJECTION AND/OR CANCELLATION OF BIDS

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

14. DELIVERY ARRANGEMENTS

Bidders will be responsible for removing and trucking the materials at their cost when contacted by Public Works to make a pickup, the details of which are listed in the general specifications.

15. BID BOND

A Bid Bond is not required with this bid.

16. PERFORMANCE BOND

A Performance Bond is not required with this bid.

END OF STANDARD INSTRUCTIONS TO BIDDERS
BID FORM
TOWN OF AVON
SCRAP METAL RECYCLING

April 15, 2009

BID of___________________________________________ (hereinafter called “BIDDER”, a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: ________________________________ * will provide scrap metal recycling on a per unit basis in accordance with the general specifications as listed below in the Schedule of Prices.

* Insert the Corporation, Partnership, or Individual name as applicable. Cross out non-applicable types.

SCHEDULE OF PRICES

BIDDER PROVIDES CONTAINERS AND HAULING AT NO COST TO TOWN:

<table>
<thead>
<tr>
<th>Description</th>
<th>#/Size of Container</th>
<th>Payment to the Town</th>
<th>Charge to the Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scrap Metal</td>
<td>_____#_______Size</td>
<td>$________________</td>
<td>$________________</td>
</tr>
</tbody>
</table>

Bidder willing to extend bid one (1) additional year _______Yes_______No.

Bidder willing to extend bid two (2) additional years_______Yes_______No.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: ___________________________  Signature: ___________________________

Date: ___________________________  Name: ___________________________

Title: ___________________________  (print or type)

Firm: ___________________________

Address: ___________________________

Telephone: ___________________________

Email: ___________________________
This BID is submitted in full compliance with the conditions outlined in the Contract Documents. BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name: ____________________________________________
Address: ____________________________________________
Town: ____________________________________________
By: ____________________________________________
   (Authorized Signature)
Title ____________________________________________
Date ____________________________________________

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of ____________, composed of officers as follows:

__________________________________  ________________ __________________
President                  Secretary
_________________________________  ________________ __________________
Vice President             Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _________________ composed of partners as follows:

__________________________________  ________________ __________________
Name & Title (if any)               Name & Title (if any)
__________________________________  ________________ __________________
Name & Title (if any)               Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or limited liability company.
NON-COLLUSION AFFIDAVIT OF BIDDER

State of _________________, County of _________________, being first duly sworn,

disposes and says that:

1. He is the owner, officer, representative or agent of: __________________________ the
   BIDDER that has submitted the attached BID;

2. The attached BID is genuine; it is not a collusive or sham BID;

3. He is fully informed respecting the preparation and contents of, and knowledgeable of all
   pertinent circumstances respecting the attached BID;

4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees,
   or parties in interest, including this affiant, has in any way colluded, conspired, connived, or
   agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or
   sham BID in connection with the CONTRACT for which the attached BID has been submitted
   or to refrain from bidding in connection with any contract, or has in any manner, directly or
   indirectly, sought by agreement, collusion, communication or conference with any other
   bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or
   to fix any overhead, profit or cost element of the BID prices or the bid price of any other
   bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any
   advantage against the Town of Avon or any other person interested in the proposed
   CONTRACT.

5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any
   collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of
   its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no elected or appointed official or other officer or employee of the Town of Avon, whose
   salary or compensation is payable in whole or in part by the Town of Avon is directly or
   indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to
   which it relates, or in any of the profits thereof.

(Signed) ____________________________________________

(Name of Bidder)

Subscribed and sworn to before me this
_______ day of _______________ . 2009

__________________________________________

Title

My Commission expires ______, 20__
STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY LAW AND REGULATIONS INCLUDING EXECUTIVE ORDER NO. 3

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: __________________________________________________

BUSINESS ADDRESS: __________________________________________________

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and;

Has __ has not __ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

________________________________________
Signature

________________________________________
Title

Subscribed and sworn to before me this

__________ day of ____________, 2009

________________________________________
Title

My Commission expires __________, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION
SCRAP METAL RECYCLING
GENERAL SPECIFICATIONS

1.0 GENERAL

1.1 The Town of Avon, Department of Public Works is seeking bids for the purpose of disposing of scrap ferrous and non-ferrous type materials generated by the Town through its recycling program. Materials, which may include white goods (appliances), automobile parts, aluminum, copper, etc., are included in this Bid.

1.2 The Town presently operates a Transfer/Recycling Station located at 281 Huckleberry Hill Road, Avon, CT and sorts and separates its materials based on the Contract Bid results. An average of 150 tons of material a year is generated.

1.3 It will be the responsibility of the Bidder, as part of the contract, to indicate the type of separation program that is most beneficial and economical to the Town, i.e., more economical to combine certain materials based on prevailing market prices.

1.4 The contract period will normally be one year, July 1, 2009 through June 30, 2010. Bidders may indicate, as part of this Bid, variations to this contract period. Optional extension for additional two (2) years will be evaluated. Bidders shall indicate the option on the Bid Form.

1.5 Bidder shall provide a minimum of one (1) 40 cubic yard container on site for collection of light scrap iron. Other container sites and quantities shall be indicated in the bid proposal sheet.

2.0 SCOPE OF SERVICES

2.1 The Town presently loads and Bidder provides containers and hauling service for materials to the Bidder’s site.

2.2 Service to the Town’s site shall occur during the normal work week, Tuesday through Friday 7:00 a.m. to 3:00 p.m., unless special requests are made in advance.

2.3 The Bidder shall provide tare slips indicating, time, gross and tare weights and net price due or charged to the Town. Since loads will be hauled by the Bidder, tare slip numbers must be indicated on the check stub or the monthly summary along with the tonnage.

2.4 The Bidder shall provide, with this Bid, a list and definition of contaminant materials, if any, which will be unacceptable. Failure to submit list of contaminants of unacceptable materials with this Bid will mean no exceptions are made. This will minimize any potential conflicts in determining actual payload weights. This is further described in Section 4.1.
3.0  **FEE SCHEDULE**

3.1  The Bidder guarantees a dollar per ton at their floor price for the duration of the contract period.

3.2  Should the Bidder wish to provide any alternate, along with the stated Bid, they may do so providing that it is complete in its description for removal and payment involved.

4.0  **OTHER CHARGES OR CREDITS**

4.1  Should the Bidder consider any additional charges such as deductions for contaminants, etc., they shall so advise the Town as part of this Bid. Otherwise, no deductions shall be considered.

5.0  **PAYMENTS**

5.1  The Bidder’s payment to the Town, if applicable, shall be received no later than thirty (30) calendar days after delivery. Check shall be made payable to the Town of Avon, Department of Public Works, 11 Arch Road, Avon, CT 06001, attention Bruce C. Williams Director of Public Works.
This Scrap Metal Recycling Agreement for the disposal of ferrous and non-ferrous type materials generated through the Town’s recycling program (the “Agreement”) is entered into the __ day of ___________, 2009 (“Effective Date”) by and between the Town of Avon, a political subdivision of the State of Connecticut (the “Town”) and ________________, a ________________ located at ____________________, ______________, __________ (the “Contractor”).

WHEREAS, the Town has issued a Invitation for Bid (the “IFB”) for scrap metal recycling on March 25, 2009 (the “Work”); and

WHEREAS, Contractor submitted its Bid to the Town on April 15, 2009, for the Work in accordance with the requirements and specifications of the IFB; 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 this Agreement, the Scope of Work, the IFB and all other documents encompassing the Contract Documents, as listed and defined in the General Specifications Section of this Agreement. 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.

2. **Duties.** Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.

3. **Compliance with Laws.** Contractor shall comply with all federal, state and local laws and regulations governing the Work, whether or not such laws and regulations are fully and properly reflected in the IFB.

4. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement. The Contractor shall not start the Work prior to having received a notification to proceed from the Town. Contractor shall achieve completion of all Work to be performed under the Contract Documents no later than June 30, 2010 (“Completion Date”), subject to any time adjustments as provided for in the Contract Documents.

5. **Payment.** The Contractor will pay the Town for work completed based upon the unit prices specified on the Bid Form.

6. **Liability.** The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the
Work. The Contractor further agrees to assume full responsibility and liability for the Contractor’s failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor’s duties pursuant to the Contract Documents.

7. **Indemnification.** The Contractor agrees that it will indemnify, defend and hold harmless the Town and all of the Town’s officials, agents and employees from any and all claims, suits and judgments against the Town for personal injury or damage to real or tangible personal property due to Contractor’s breach of the Contract Documents or caused directly or indirectly by the negligent or tortious conduct of the Contractor or its agents, employees or subcontractors during the performance of the Work. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Town.

8. **No Assignment.** The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

9. **Contract Documents.** The Contract Documents include, without limitation, the following:

   (i) The Agreement;

   (ii) The IFB, including the General Specifications and;

   (iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;

   (iv) [list any additional Contract Documents] ________________________________.

10. **Change Orders, Price Modifications, and Other Amendments.** The Town shall have the right to require the Bidder to make alterations of, additions to and deductions from the Work. All such changes to the Work shall be made by a written change order written by the Town. The Bidder shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

11. **Connecticut Law and Courts.** This Agreement 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 Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

12. **Execution.** This Agreement 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, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON

By ______________________________

[Name of contractor]

By ______________________________