

Legal Notice

TOWN OF BRANFORD

Request for Proposals Curbside Collection of Municipal Solid Waste and Curbside Collection, Delivery and Processing of Single Stream Recyclables

The Town of Branford is seeking proposals from qualified Contractors to provide curbside collection of municipal solid waste (MSW) as well as curbside collection, transport, and disposal of “single stream” recyclables. Additionally, the Contractor will be required to provide new waste collection containers for all pickup locations. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town’s website at www.branford-ct.gov.

Request for Proposals are to be submitted in a sealed envelope marked **Curbside Collection of Municipal Solid Waste and Curbside Collection, Delivery and Processing of Single Stream Recyclables** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street Branford, CT 06405 by **10:00 a.m. Thursday, January 19, 2023**. No RFPS will be accepted after that date and time.

A pre-bid meeting will be held on **Friday, December 9, 2022 at 10:00 a.m.** in the basement floor conference room of Branford Town Hall.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Tyechia Pettway
Purchasing Clerk

Request for Proposals
Curbside Collection of Municipal Solid Waste and Curbside Collection, Delivery
and Processing of Single Stream Recyclables
12/5/22

RFP Schedule

Milestone	Time
Request for Proposals Issued	December 5, 2022
Pre-Bid Meeting	December 9, 2022
Question Submission Deadline	December 16, 2022
Responses to Questions Posted	December 23, 2022
Proposals Due	January 19, 2023
Proposal Review by Town Completed	January 25, 2023
Interview Respondents	January 30, 2023-February 1, 2023
Select Contractor	February 3, 2023
Commence Contract	July 1, 2023

Proposal Contents

The consultant proposal must include:

Letter of Transmittal that accepts the Town's terms and conditions of service;

Detailed proposal letter that responds to each of the categories below, and uses the same numbering references:

1. **Project Understanding:** A statement that the Contractor understands the work scope and will perform it;
2. **Contractor's Similar Experience:** Brief descriptions of directly similar projects, including those completed or underway; identification of other municipal customers where similar services are provided;
3. **References:** Identification of previous or existing customers of similar work that agree to provide reference information or contact access;
4. **Staff Assigned:** Identification of key staff, intended role in contract, and previous experience with similar projects and roles. Organization chart and resumes are an example;
5. **List of equipment** to be used during the contract, including identification of owned equipment and that to be purchased for the work, to be applicable for first 12 months the contract is executed.
6. **Identification of Contractor-authorized official:** Indication of the person that will be authorized to negotiate and sign contracts for the Contractor as indicated by their signature as the designated official on this proposal.

Evaluation and Award

Selection Criteria

- Background and experience of Contractor in providing similar services;

- Background and experience in similar services of key personnel to be assigned to contract;
- Bid price. The Town reserves the right to negotiate fees with selected consultant
- Demonstrated technical understanding of scope of services solicited by the Town;
- Background and experience with waste and recycling programs in Connecticut;

Selection Procedure

The Town will award the contract to the Contractor whom the Town determines to be best qualified to perform the services required by the contract.

Questions

Questions regarding this RFP should be directed to the Town of Branford at the following e-mail address: solidwasterfp@branford-ct.gov

However, **no oral interpretations shall be made to** any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded to receive consideration; such questions must be received by December 16, 2022 at 2:00 P.M. E.T.

Town of Branford staff will arrange as addenda all questions received as above provided and the answers regarding each. The addenda shall be made a part of this Request for Proposals (RFP). At least five (5) days prior to the receipt of proposals, Town of Branford staff will post a copy of any such addenda to Town of Branford's website, located at www.branford-ct.gov
It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from Town of Branford's website.

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Request for Proposals

Curbside Collection of Municipal Solid Waste and Curbside Collection, Delivery and Processing of Single Stream Recyclables

12/5/22

The Town of Branford is seeking proposals from qualified Contractors to provide curbside collection of municipal solid waste (MSW) as well as curbside collection, transport, and disposal of “single stream” recyclables. Additionally, the Contractor will be required to provide new waste collection containers for all pickup locations.

The Town has approximately 28,000 residents and provides curbside solid waste and recyclable material collection services to 8,600 locations. Recyclable material is currently collected as a dual-stream. Each year, the Town handles approximately 13,000 tons of solid waste, 1,200 tons of mixed fiber, and 800 tons of co-mingled (plastic, metal, and glass) containers. The Town operates a six-bay, 4,000 square foot transfer station.

Under this contract, curbside collection of MSW and recyclables shall be performed using the “automated” method of collection utilizing separate 96 gallon (or 64 gallon where circumstances require) rolling carts containing MSW and “single stream” recyclables. Such collections will service customers on a weekly basis for each waste stream.

Alternate proposals that provide for a flexible rate structure for collection services may also be submitted. These proposal(s) should be fully explained as to their benefits to the Town and if there would be any changes to the rates based on an increase or decrease in recycled materials collected.

The Town of Branford reserves the right to reject any or all of the proposals submitted. Awards will be based on evaluation factors in this RFP, as well as what is in the best interest of the Town. The Town of Branford reserves the right to negotiate the cost of the proposals and to award contract to a vendor other than the vendor with the lowest cost, if it is in the best interest of the Town.

1. DURATION OF THE CONTRACT

1.1. The contract will commence on July 1, 2023 and will be for three (3) years until June 30, 2026. The Town reserves the right to extend the contract by up to two additional one (1) year extensions without re-bidding, upon the recommendation of the Solid Waste Management Commission (SWMC) and approval of the Board of Selectmen. Prices for the two extension years should be given with this bid.

1.2. In the case of the extension the Town reserves the right to negotiate minor changes in procedures, insurance, or other terms upon mutual agreement of the Contractor

and the Town. If no agreement can be reached, the Town retains the right to cancel the contract without penalty upon thirty (30) days' notice.

- 1.3. The contract is subject to funds being appropriated in each fiscal year. If said funds are not appropriated, the Town may cancel the contract, without penalty, upon seven (7) days' notice.
- 1.4. If, while this contract is in effect, the Town arranges for receipt of its materials by an entity other than how described in this RFP, the Town reserves the right to re-negotiate the terms of this contract with the Contractor. If the Town and the Contractor cannot reach a mutually satisfactory agreement on price, equipment, or other terms, the Town may cancel this contract without penalty upon fifteen (15) days' notice.
- 1.5. If, while this contract is in effect, the Town arranges for systemic changes to the material collection method described in this RFP, the Town reserves the right to re-negotiate the terms of this contract with the Contractor. If the Town and the Contractor cannot reach a mutually satisfactory agreement on price, equipment, or other terms, the Town may cancel this contract without penalty upon fifteen (15) days' notice.

2. GENERAL REQUIREMENTS

- 2.1. The selected Contractor shall comply at all times with applicable Federal, State and Town laws, statutes, ordinances and regulations in their operations under this contract. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor shall have a minimum of three (3) years prior experience in rendering residential recycling collection service pursuant to a contract in a municipality.
- 2.2. Contractor shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, irrespective of equipment breakdowns, or similar problems.
 - 2.2.1. The Contractor will provide a Route Supervisor to oversee the route drivers servicing the Town. The Route Supervisor will be on duty, at a minimum, Monday through Friday (or Saturday following a holiday in the week).
 - 2.2.2. The Route Supervisor will be available to address customer complaints each day. A phone number for this person shall be provided to the Town.
 - 2.2.3. The Contractor shall designate one account representative, acceptable to the Town, to serve as liaison between the Town and the Contractor for all business and financial matters. Any change in the Contractor's account representative shall be subject to approval by the Town.
 - 2.2.4. The Contractor shall provide a 24-hour answering service line to receive calls.

- 2.2.5. Contractor's personnel will be trained both in program operations and in customer service, and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:
- 2.2.5.1. Conduct themselves at all times in a courteous manner and use no abusive or profane language;
 - 2.2.5.2. Perform their duties in accordance with existing laws and ordinances;
 - 2.2.5.3. Be clean and presentable in appearance;
 - 2.2.5.4. Drive in a safe and considerate manner;
 - 2.2.5.5. Manage all collection containers and bins in a careful manner so as to avoid spillage, littering, or damage to containers or bins;
 - 2.2.5.6. Monitor for any spillage from their truck or the containers and be responsible for cleaning up any litter or breakage, and avoid damage to property;
 - 2.2.5.7. They shall use walks and paths and shall not cut through shrubbery or hedges or across lawns; and
 - 2.2.5.8. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances, or while under the influence of alcohol and/or such substances.
- 2.3. The Contractor shall provide an adequate number of vehicles to finish collections within the appointed time, regardless of holidays, weather, or seasonal variations. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times.
- 2.3.1. All vehicles will be registered with the Town. The Contractor shall submit a complete list of vehicles to be employed in fulfilling this contract with their proposal submission. All vehicles are subject to the Town's approval.
 - 2.3.2. The name of the company and phone number shall be permanently affixed (e.g., paint or decal, not magnetized sign) to the driver's-side door of each vehicle. Said name shall match the name of the company to which the vehicle is registered according to the Department of Motor Vehicles, which shall match the name of the Contractor under this contract and match the name under which the Contractor is registered as a Commercial Solid Waste hauler in Branford.
 - 2.3.3. The Town reserves the right to inspect said vehicles any business day throughout the term of the contract

- 2.3.4. The Contractor must use suitable covered metal-body vehicles with no leaks while transporting collected materials. Such vehicles shall be of a size as not to obstruct the flow of traffic. All vehicles and equipment must be appropriate for the work to be conducted, and compatible with site conditions. If specialized containers are required to conduct the work in the manner selected by the Contractor, the Contractor shall be responsible to supply and maintain such containers at his own cost as part of the price bid.
- 2.3.5. The Contractor is responsible for inspection of the sites including knowledge of low bridges, low wires, tight spaces, one-way streets, lack of space to turn around, parking constraints, dump heights at the Transfer Station, etc. The Contractor is responsible for determining if the “automated” method of collection is not possible in certain locations and shall be responsible for providing “manual” pickup as needed to service customers as may be necessary. No allowance will be made for vehicles or equipment unable to do the work required. A map of low bridges and small roads is attached; however, the Contractor shall be responsible for confirming all conditions that may impact their routing or collection methods.
- 2.3.6. No truck shall displace or leak fluids, oil, or hydraulic fluids. Any liquids, including paint, spilled from their truck shall be the responsibility of the Contractor to clean and remove. In the event any vehicle is not properly operable, the Contractor shall immediately provide a substitute vehicle complying with the terms outlined herein.
- 2.3.7. Service to dwelling units shall not be interrupted because streets are closed temporarily.
- 2.3.8. The Contractor shall be responsible for damage to private and public property arising from its collection operation. The Town shall be held free of any such liability.
- 2.3.9. All loads shall be weighed at the Transfer Station unless the Contractor bypasses the Transfer Station as part of the approved scope of services agreed upon by contract, then weight shall be measured at the receiving facility. The Town requires that the Contractor records the weight of the trucks used to collect the Town’s materials before adding materials from another municipality or commercial customers. No special preference in queue at the Transfer Station should be expected by the Contractor. Tare weights shall be checked periodically at the Town’s discretion. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the Town.
- 2.3.10. The Contractor is responsible for collecting litter scatter by a collection operations or vehicles.

- 2.3.11. The Contractor is responsible for covering loads in transit and complying with all applicable Federal, state, and local laws, rules, and regulations concerning solid waste and its transportation. These include but are not limited to Chapter 213 of the Code of the Town of Branford, the Public Health Code of the State of Connecticut, and regulations of the Connecticut Departments of Transportation and Motor Vehicles. The Contractor shall be responsible for any penalties arising out of failure to adhere to said laws, rules, and regulations. Any loose material which may cause litter shall be removed or properly contained by the Contractor before any vehicle leaves the Transfer Station. Failure to do so may subject the Contractor to fines under Town ordinance.
- 2.3.12. The Contractor shall be responsible at its own cost and expense for any equipment failure, repairs, and replacements taking place on or off Town property. Repairs shall not be made by Town personnel or on Town Property. The Contractor shall take such action as may be necessary to remove promptly any disabled vehicle from Town Property. Repeated mechanical failures, especially those which might be attributed to improper maintenance, may cause the Contractor to be subject to a penalty to cover Town inconvenience and overtime. Maintenance of items contributing to safety, or required for compliance with laws or regulations, including littering, shall be performed before the vehicle is next put in service. Maintenance of all other items brought to the Contractor's attention shall be performed in a timely manner.

3. COLLECTION SCHEDULE

- 3.1. Automated collection of MSW and recyclables shall be performed on a once-weekly basis (every week) and scheduled in such a way that the MSW and recycling containers are serviced on the same day.
- 3.2. The Town requires that these materials be collected no earlier than 5:30 a.m. and be complete, including any activities at the Transfer Station before 3:00 p.m., except that the 3:00 p.m. time limit may be waived in emergencies, due to inclement weather, or on collection days following a holiday. When collection will continue beyond 3:00 p.m., notice must be given to the Town as soon as is practical on the day of collection.
- 3.3. If a collection day falls on an observed holiday, the Contractor must pick up the route the next weekday after the holiday, and all remaining collections shall be delayed one day that week. Holidays shall include New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Presidents' Day; Easter; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving; and Christmas. The Town shall provide a holiday schedule to the Contractor for each fiscal year. In no case shall routes be doubled or collected early on what would have been the normal collection day.

- 3.4. The Contractor or the Town may request a severe weather exemption provided the request is made or received by the Town or designee a minimum of twenty-four (24) hours prior to the requested collection postponement. Upon postponement, collection will be made on a day agreed upon between the Contractor and the Town.
- 3.5. After a collection pattern has been established on a particular route, written permission shall be obtained from the Town prior to substantially changing the timing of that pattern; i.e., collection of a dwelling unit which is normally done at 11:00 a.m. may not suddenly be changed to a 7:00 a.m. collection.
- 3.6. Except in cases in which a warning sticker has been properly placed on MSW or recycling containers, the Contractor agrees to pick up all missed collections, regardless of fault, on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before the Contractor completes its collection work that day. With respect to all notices of a missed collection received later on a collection day, the Contractor shall pick up that missed collection before noon on the following business day.
- 3.7. The Contractor may follow the already established collection routes or revise them according to their best determination of efficiency. Route changes shall be approved by the Town before implementation. The Contractor shall assist in publicizing any route changes.
- 3.8. The Contractor shall maintain a website that provides information on current week schedule, any impacts to current week's collection schedule due to holiday or other event and contact number for missed collections or collection bin repair.
- 3.9. If the Contractor collects a route on a day not scheduled for that route, he may be deemed to be in violation of the contract and may cause the Town to withhold monthly payment until the Contractor has satisfied the Town that sufficient precautions have been taken to prevent recurrence. Delays in collection occasioned by inclement weather shall not be considered violations. The Town shall be the sole judge as to whether a delay constitutes a violation or not. The Town may cancel collection on any given day for emergency reasons. If the Contractor fails to observe the established schedule for more than two (2) normal working days, and if, in the opinion of the Town, there has not been sufficient inclement weather to justify such lack of observance, the Town shall serve notice either personally or by affixing notice to the Contractor's premises or place of business, that the Contractor is in default and shall take such steps as are necessary to provide service according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps over the cost of the contract and shall receive no compensation under the contract from the date of notice of the default. The following events are examples of violations:
 - 3.9.1. Failure to serve each unit on designated days, failure to accomplish collection with as little noise or other nuisance as may be practical, failure to pick up any material scattered during collection, failure to use walks and paths and not cut

through shrubbery or hedges or across lawns, failure to maintain all vehicles and operations in compliance with statutory weight limitations and all requirements, including safety, of all State, Local and Federal Laws, and similar occurrences.

- 3.9.2. Where, in the judgment of the Town, the Contractor has been negligent in the performance of this duties, the Town shall deduct one hundred (\$100.00) dollars for each violation or incident from the monthly payment which shall be due the Contractor. If the Contractor fails to take corrective action within twenty-four (24) hours on a request for service where the Contractor is at fault, the Town shall deduct an additional one hundred (\$100.00) dollars, plus labor and equipment costs, should the Town itself take corrective action.
- 3.9.3. If in any one month, the Town receives requests for service investigation from an owner or occupant of a dwelling unit more than once for the same type of incident, and where, in the judgment of the Town, the Contractor has been negligent, the penalty, after the first violation or incident, shall be one hundred (\$100.00) dollars for each violation or incident, and an additional two hundred (\$200.00) dollars, plus labor and equipment costs, if the incident is not corrected within twenty-four (24) hours after the Contractor has been notified.

4. CURBSIDE COLLECTION CONTAINERS AND COLLECTION METHODS

- 4.1. Services included in this bid shall involve the collection of MSW and recyclables from approved containers provided and distributed by the Contractor and to be owned by the Town, consistent with Bid Item #1, through the use of an automated arm or similar device attached to the collection vehicle. Recyclable containers shall be blue and MSW containers shall be grey. Containers shall bear the Town's Name and Seal as well as identification of wastes to be collected in each. A mock-up of each container shall be provided for review and approval by the Town prior to production.
- 4.2. MSW and recycling containers shall be 96 gallon in size, with wheels, as agreed to by the Town and are designed to be collected from the curb. In circumstances where space is limited, or when a resident requests, a 64 gallon cart shall be provided. Once the rolling carts are distributed to the residents, they should not be moved from the address to which they were delivered without the advance approval of the Town. After distribution, the containers provided by the Contractor as part of this contract shall become property of the Town of Branford.
- 4.3. After containers are emptied, containers shall be placed off the roadway, approximately where they were found, with particular care being taken not to block roads or driveways, damage property, or otherwise create a nuisance.
- 4.4. The collection of MSW and recyclables will occur at the curbside of each residence, except for those instances where special backyard collection service is needed. During the term of this contract, there may be times when elderly residents or those

with short or long-term physical limitations are unable to bring their bin or automated collection container to the curb. In those instances, the Contractor shall provide back-door collection service at no additional cost to the Town or residents. Backyard collection service will include the emptying of all containers or bins, the collection of their contents at a point regularly designated on the premises selected by the owner or occupant of a dwelling unit, except that the Contractor shall not be required to enter any building or locked enclosure. Emptied containers will be replaced to their original location with the lid in place. The Town will provide a list of residents receiving this service to the Contractor. At the time of this writing, there up to 10 locations that receive this service.

4.5. The Contractor shall maintain a stockpile of parts and new containers during the course of the Contract for distribution to new customers, as well repair or replacement of existing containers. and provide repair or replacement services for carts as requested by Town customers. Repair or replacement shall be provided within 24 hours of service request.

4.5.1. Repair or replacement of containers shall be provided within 24 hours of request by customer. The Contractor shall provide a proposed cost schedule for typical repairs, including items such as cover replacement and wheel repair, as well as replacement of containers that will be in effect for the entire term of the contract.

4.5.1.1. Any containers damaged through the direct actions of the Contractor shall be repaired or replaced at no cost to the customer. Indirect actions, such as leaving a box in the street where the box then gets run over will be subject to the same if weather and traffic were not substantially contributing factors.

4.5.1.2. Costs for all repairs deemed not the responsibility of the Contractor as described in the previous section shall be the responsibility of the non-Town customer, except for locations owned by the Town of Branford (in which case the repairs shall be done at no cost to the Town). The Contractor shall collect payment directly and fees shall be in accordance with the accepted repair and replacement cost schedule.

4.5.2. New customers (such as new homes being constructed) added during the course of the contract shall be delivered new containers as described in this section within 24 hours of being requested. The Town shall reimburse the Contractor for the new containers in accordance with the accepted repair and replacement cost schedule.

4.6. The Contractor shall, at no further cost to the Town, supply MSW and recyclable containers for any location which generates a quantity of MSW or commingled containers unsuitable for placement in the typical 96 gallon containers. Locations include municipal buildings, parks, beaches, and educational facilities. The containers may be up to eight-cubic-yard dumpsters or multiple 96 gallon containers

and include covers, locks and keys, if necessary. It is the responsibility of the Contractor to provide the appropriate containers for each location, according to the needs of that location, which may change from time to time. Dumpsters shall identify the type of waste to be deposited within and shall remain the property of the Contractor. All 96 gallon containers shall become the property of the Town of Branford upon delivery. Containers to be provided are described in Sections 5.1.7 and 6.4.2.

4.7. Should the Contractor be unable to procure and distribute the new rolling containers prior to the start of this Contract, they shall be responsible for maintaining current methodology of “manual” collection of both MSW and Recyclables until such time new containers are distributed.

5. MUNICIPAL SOLID WASTE CURBSIDE COLLECTION & TRANSPORTATION TO TOWN'S TRANSFER STATION

5.1. The Contractor shall collect municipal solid waste (MSW) from the following locations:

5.1.1. All units now serviced, any new private homes, and certain residential common interest communities (cluster housing). The majority of said units are residential one-family to four-family houses. At the time of this writing, there are approximately 8,600 units that receive this service.

5.1.2. Certain non-profits, primarily in direct proximity to Town-owned facilities, with residential quantities of refuse. At the time of this writing, there are approximately 10 locations that receive this service.

5.1.3. Certain multi-family houses or small businesses which are “grandfathered in”. Most such businesses are small professional offices located in Branford Center. At the time of this writing, there approximately 10 locations that receive this service.

5.1.4. Trap Rock Dock (near Juniper Point)

5.1.4.1. The Town provides for collection of recyclables in season by boat from the Thimble Islands under a separate contract. There are approximately 139 inhabited houses on the islands.

5.1.4.2. The Contractor shall provide covered MSW containers of sufficient size to handle MSW, collected under a different Town contract, from the Thimble Islands and delivered to Trap Rock Dock. The Contractor shall collect MSW from containers for the Thimble Islands at the Trap Rock Dock from May 1 through the third (3rd) Monday in October of each year.

5.1.5. Lanphier's Cove Association

5.1.5.1. The Contractor shall provide enough 96 gallon containers to provide the equivalent storage of 8 CY at the Association common location. Containers shall be emptied on a weekly basis from April through November.

5.1.6. Any special events that the Town may designate from time to time including but not limited to Spring Beautification Cleanups, Branford River Cleanup, Fireworks display, Family Day, and Fall Beautification cleanups. Contractor shall coordinate with the Town and distribute sufficient containers for use during these events and collect the waste and containers within 24 hours of events end.

5.1.7. Municipal Locations. Collection of MSW at Municipal Locations shall be in accordance with the following table:

Municipal Locations - MSW Collection Details

Facility	Location	Dumpster Size	Collection Frequency	Notes
Adult Day Center	Shore Drive	3 cy	2x Weekly	
Animal Shelter	East Main Street	2 cy	1x Weekly	
Blackstone Library	Main Street	3 cy	2x Weekly	
Canoe Brook Senior Center	Cherry Hill Road	2 cy	2x Weekly	
Community House	Church Street	4 cy	1x Weekly	
Counseling Center	Harbor Street	2 cy	2x Weekly	
Stony Creek Dock	Indian Point Road	2 cy	1x Weekly	Seasonal
Veteran's Park	Brushy Plain Road	2 cy	1x Weekly	
Registrar of Voters (former VNA)	Kirkham Street	2 cy	1x Weekly	
Water Pollution Control Facility	Block Island Road	2 cy	1x Weekly	
Stony Creek "overflow"	Stony Creek Fire House	3 cy	1x Weekly	Dumpster With Lock
Branford Child Day Care	Birch Road	4 cy	1x Weekly	Dumpster With Lock
Fire Headquarters	North Main Street	2 cy	1x Weekly	Dumpster With Lock
Police Station	Laurel Street	4 cy	1x Weekly	
Sliney Field	off South Montowese Street	4 cy	1x Weekly	
Volunteer Services Center	Harrison Avenue	4 cy	2x Weekly	
Town Hall	Taintor Drive	8 cy	2x Weekly	Dumpster With Lock
Parker Park	Branford Point	8 cy	1x Weekly	Seasonal, Low sided Dumpster with Lock
DPW	137 N Branford Rd	2 cy	1x Weekly	Dumpster With Lock
Foote Park	Toole Drive	4 cy	1x Weekly	Seasonal

- 5.1.8. Compacting must not be done repeatedly in the same location at any time if residents complain of noise.
 - 5.1.9. All appropriate household MSW put out for collection in containers shall be picked up by the Contractor regardless of quantity. The Contractor shall not be expected to collect excessive materials from residents who are engaged in major clean-outs.
 - 5.1.10. The Contractor must inspect MSW for mandatory recycling and place warning stickers on trash receptacles if violations of the Town Solid Waste Ordinance have occurred. The Contractor, acting in accordance with said Ordinance, and with policies agreed upon by the Director of Public Works and/or a designated Town official, shall not pick up such refuse. The Contractor will provide Town officials with a list of any such locations.
- 5.2. The Contractor shall deliver all MSW collected to the transfer station, located at 747 East Main Street. There shall be no MSW tipping fee charged to the Contractor at the transfer station for MSW collected under this contract.
- 5.2.1. All collections must be completed in time to ensure that deliveries to the transfer station are within normal operating hours, which are currently 7:00 AM to 3:30 PM. The Contractor shall not use the facility on Saturdays or Sundays, unless previously authorized by the Solid Waste Supervisor or the Director of Public Works.
 - 5.2.2. Delivery of refuse or other chargeable materials from other than Branford municipal stops may, at the Town's sole discretion, be cause for restitution of presumed lost revenues, or, in the case of a second or later offense, cause for termination of the contract. Delivery of free material from other than Branford municipal stops may result in penalties. Any Branford material brought in from private stops, such as condominiums, must come in separately even when there is no tip fee on that material.
 - 5.2.3. Delivery of any material from out of Town shall be cause for loss of the Contractor's commercial solid waste hauler permit bond, and possible loss of the contract.
 - 5.2.4. The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, and locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of

his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.

5.3. The Town does not guarantee any tonnages, however current annual generation rate is approximately 13,000 tons of MSW.

6. SINGLE STREAM RECYCLING CURBSIDE COLLECTION, TRANSPORTATION & DISPOSAL

6.1. The recyclables to be collected under this contract (as of November 2022) include:

6.1.1. Newspaper and inserts delivered with the newspaper

6.1.2. White & colored office paper

6.1.3. Corrugated cardboard

6.1.4. Glass food & beverage containers

6.1.5. Metal food & beverage containers

6.1.6. Plastic containers (#1 through #7)

6.1.7. Aseptic packaging (Juice and milk cartons and juice boxes)

6.1.8. Aluminum foil (clean only)

6.1.9. Magazines, brochures, "junk" or unwanted mail, envelopes

6.1.10. Phone books, catalogs, hard & soft cover books, paperboard boxes, boxboard, file folders.

6.2. If and when new Recyclables are added to the above listing by the State or Town, the Town will notify the Contractor to begin to collect such recyclables. There shall be no added cost to the Town for adding these materials.

6.3. Additionally, the Contractor shall not knowingly collect household hazardous waste, "covered electronic devices" (CEDs), or any other material that is banned for disposal in Connecticut. Covered electronic devices under Connecticut's state electronics law currently include televisions, computers, monitors, and similar equipment. Bulky waste, including mattresses, appliances, and construction and demolition debris are excluded from curbside pickup.

6.4. The Contractor shall collect recycling on a once-weekly basis from the following locations:

6.4.1. All locations described in Sections 5.1.1 through 5.1.6. Containers at each location, collection schedule, and any seasonal limitations to be same as that described in those sections.

6.4.2. Municipal Locations. Collection of Recyclables at Municipal Locations shall be in accordance with the following table:

Municipal Locations -Single Stream Recycling Collection Details

Facility	Location	Container(s)	Notes
Adult Day Center	Shore Drive	2 cy dumpster	
Animal Shelter	East Main Street	2 toters	
Blackstone Library	Main Street	2 cy dumpster	
Canoe Brook Senior Center	Cherry Hill Road	4 toters	
Community House	Church Street	2 cy dumpster	
Counseling Center	Harbor Street	2 toters	
Stony Creek Dock	Indian Point Road	8 toters	Seasonal
Registrar of Voters (former VNA)	Kirkham Street	1 toter	
Water Pollution Control Facility	Block Island Road	2 toters	
Stony Creek "overflow"	Stony Creek Fire House	3 cy dumpster	
Branford Child Day Care	Birch Road	2 cy dumpster	
Fire Headquarters	North Main St	2 cy dumpster	
Police Station	Laurel Street	4 toters	
Volunteer Services Center	Harrison Avenue	4 cy dumpster	
Town Hall	Taintor Drive	8 cy dumpster	Dumpster with lock
DPW	137 N Branford Rd	2 cy dumpster	
Sliney School	Eades Street	4 cy dumpster	
Tisko School	Damascus Road	4 cy dumpster	
Walsh Intermediate School	Damascus Road	8 cy dumpster	
High School	East Main Street	(2) 6 cy dumpsters	
Murphy School	Brushy Plains Road	4 cy dumpster	

6.5. If the Contractor determines that a recycling container contains non-recyclable materials (those not included in Section 4), the Contractor's driver shall use the following procedure:

6.5.1. The driver shall leave the non-recyclable material(s) at the resident's curbside and leave a resident education tag (referred to in Section 13) indicating acceptable materials and the proper method of preparation.

- 6.5.2. If this occurs repeatedly, the driver shall record the address and the Contractor shall report the address to the Town during the given collection day.
- 6.5.3. If the Contractor finds this procedure for handling non-recyclable materials as not feasible, the Contractor must so specify and explain, as part of their proposal, alternative public education methods to maintain and improve quality of recyclable materials set out by Town residents. The Town shall not be responsible for additional costs due to contaminated loads picked up by the Contractor.
- 6.6. After curbside collection, the Contractor shall deliver the designated recyclables to a licensed Materials Recovery Facility, or to an end-market for sale or reuse, or to an intermediate processing center for later delivery to a MRF or end-market. The proposals must clearly specify the locations of the recyclables processing facility where material collected from the Town will be delivered. Any change to designated location requires 48 hours' notice to the Town. All tipping fees are to be included in the price for the item. The Contractor shall provide written notice to the Town in advance of any change in these or subsequent plans for receiving and processing recyclable materials collected from the Town.
- 6.6.1. The Contractor may choose to utilize the Town's transfer station for consolidation of collected recyclables into 100 CY trailers. There will be no cost to the contractor for using the Town's transfer station for this purpose. Should the Contractor choose to do so, the following conditions apply:
- 6.6.1.1. All collections must be completed in time to ensure that deliveries to transfer station are within normal operating hours, which are currently 7:00 AM to 3:30 PM. The Contractor shall not use the facility on Saturdays or Sundays, unless previously authorized by the designated Town official.
- 6.6.1.2. The Contractor shall provide suitable types and numbers of trailers for accumulation of curbside collected recyclables. When trailers are full, Contractor shall provide for same day removal of full trailer and immediate replacement with empty trailer. The trailer shall be weighed at the transfer station prior to leaving the site with tare weights of empty trailer being collected as well. Town will provide space on transfer station site for storage of empty trailers if needed.
- 6.6.1.3. The Contractor shall abide by all the rules, regulations and policies of the Transfer Station including speed limits on site, other safety precautions, and locations for leaving containers or tarps, and appropriate behavior of personnel. The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance and courteous in demeanor. The Contractor agrees, at the request of the Town, to remove from service any employee who

violates the provisions hereof and who is negligent or discourteous in the performance of his or her duty, subject to the terms of any collective bargaining agreement the Contractor might enter into.

6.6.1.4. Delivery of any material from out of Town shall be cause for loss of the Contractor's commercial solid waste hauler permit bond, and possible loss of the contract.

6.6.2. The Contractor may choose to deliver recyclables directly to the processing facilities in the collection vehicles, rather than using the Town's transfer station as described above. In this scenario, the Contractor shall be responsible for providing a minimum 30 CY dumpster for the collection of single stream recyclables delivered to the transfer station directly by Town residents. When full, the Contractor will be responsible for pickup of full containers as well as transportation to the approved processing facility and all disposal costs associated. All dumpsters shall be weighed at the transfer station prior to leaving the site. Additionally, the Town will maintain the right to require all full collection trucks at the transfer station immediately prior to delivery to the end disposal facility. Tare weights shall be collected as directed by Town.

6.7. All recyclable material collected in accordance with the terms hereof shall become and be the property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor's vehicle. Contractor shall have a contractual obligation to see that all recyclable material collected is properly processed and marketed. Any and all costs associated with the processing and marketing of recyclable materials shall be the responsibility of the Contractor.

6.8. The Town does not guarantee any tonnages, however current annual generation rate is approximately 2,000 tons of mixed recyclables.

6.9. The Contractor shall conduct at least one materials composition analysis of the Town's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade: i.e., industry specification or offer a suitable alternative to a composition analysis. The Contractor shall provide the Town with a copy of the analysis each year of the contract. The results of this analysis shall include:

6.9.1. Percent by weight of each recyclable commodity by grade as collected from the Town.

6.9.2. Relative change compared to the previous year's composition; and

6.9.3. A description of the methodology used to calculate the composition, including number of samples, dates weighed, and Town routes used for sampling

7. PUBLICITY, PROMOTION AND EDUCATION

- 7.1. In an effort to increase participation the Contractor shall publish and distribute a public education brochure upon the initial award of a contract for the automated curbside recycling. Fliers may be distributed at the same time as distribution of containers. The fliers will be requested to be re-distributed after any major changes in collection procedures occur. The Contractor shall submit a draft of any public education literature for approval by the Town, at least one month before printing and distribution of any such literature.
- 7.2. As part of this proposal, The Contractor shall provide examples of public education materials they have developed for other municipalities.
- 7.3. The Contractor shall produce “resident education tags” to be left by curbside collection crews in cases where a non-recyclable material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the Town at least one-month before printing.

8. ANNUAL PERFORMANCE REVIEW MEETING

- 8.1. An annual report, which coincides with the Town’s fiscal year (July 1st – June 30th), shall be submitted within 45 days of the completion of each fiscal year. This report should include, at a minimum, the monthly recyclables tonnages collected, and the name(s) of the facility (or facilities) where those materials were delivered. Upon receipt of the Contractor’s annual report, the Town and Contractor shall schedule an annual meeting. The objectives of this annual meeting will include, but not be limited to the following:
 - 8.1.1. Review Contractor’s annual report, including trends in recovery rate and participation.
 - 8.1.2. Review efforts the Contractor has made to expand markets for recyclable materials.
 - 8.1.3. Review Contractor’s performance.
 - 8.1.4. Review Contractor’s recommendations for improvement to the Town’s automated curbside recycling program, including enhanced public education and other opportunities.
 - 8.1.5. Review Town staff recommendations for Contractor’s service improvements.
 - 8.1.6. Discuss other opportunities for improvement during the remainder of the contract.

RFP PROPOSAL FORM

Base Bid Items (Must include prices for all items)

1. Supply and distribution of new 96 and 64 gallon MSW and recycling containers as described in Section 4 of the Scope of Work (Lump Sum to be paid upon container distribution):

\$ _____

Anticipated Date of Distribution of New Containers: _____

2. Labor, Equipment, and materials to provide Curbside Collection of MSW, delivery of collected MSW to Town's Transfer Station, Curbside Collection of Single Stream Recyclables, delivery of collected Single Stream Recyclables to Processing Facility, Tipping Fee for disposal of Single Stream Recycling, and all other services described in Sections 1 through 8 of the Scope of Work (Lump Sum Annual Fee to be paid in equal monthly installments)

Base Contract:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Potential Extension Years

Year 4: \$ _____

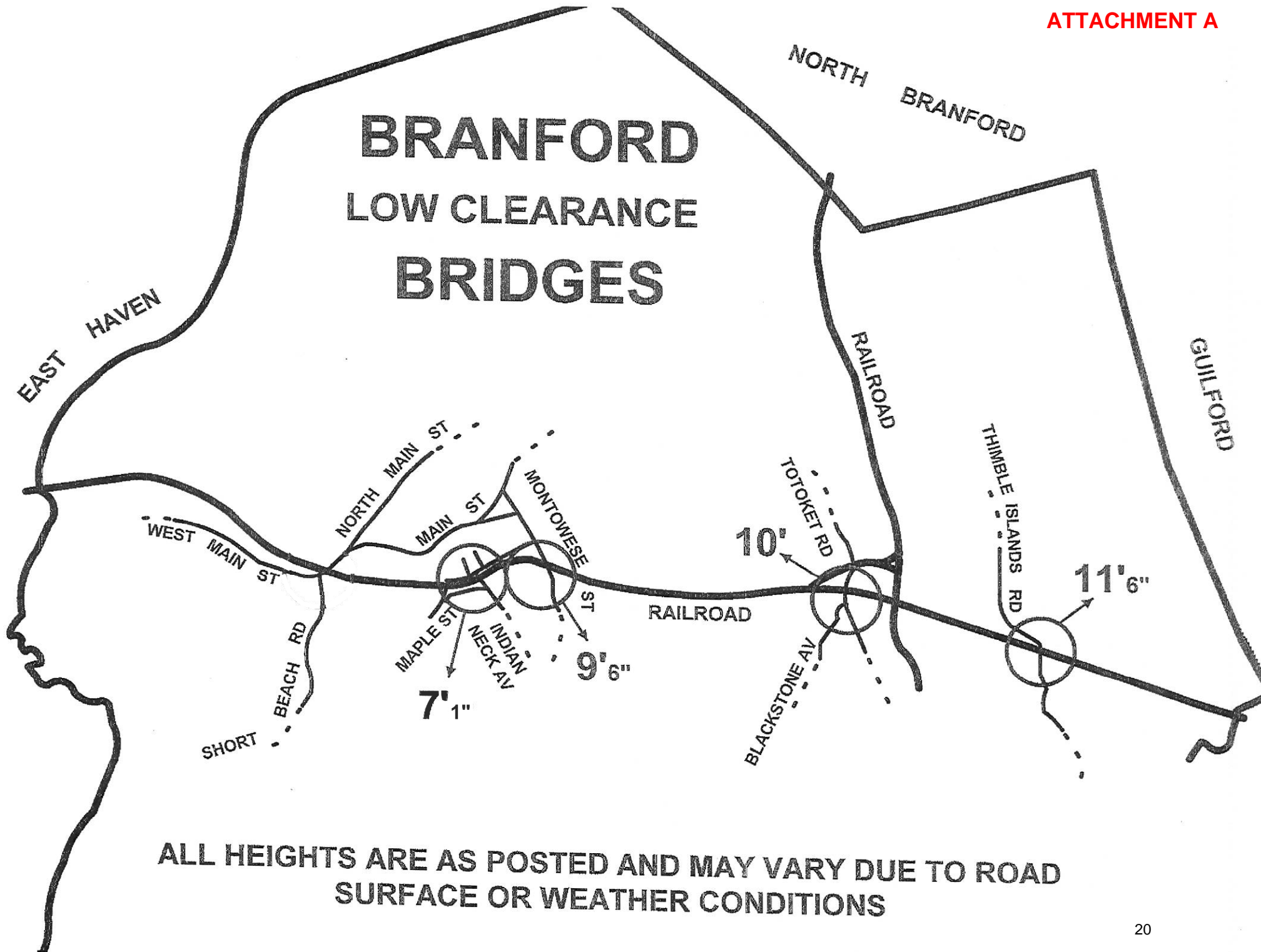
Year 5: \$ _____

Proposed Recyclables Processing Facility: _____

3. Contractor to provide separate schedule of fees to be charged to customers for replacement or repair of containers, as well as to be charged to Town for supply of new containers for new customers, as allowed for in the RFP Scope of Work.

Optional Bid Item(s)

While not required, bidders may provide alternative proposals for collection of MSW and collection and disposal of recyclables from that described in the RFP. Any proposed alternative proposal shall be included with the base bid and shall include a detailed description of collection methods, disposal methods, and proposed cost structure. Town reserves right to reject any or all alternative proposals for any reason.



ALL HEIGHTS ARE AS POSTED AND MAY VARY DUE TO ROAD SURFACE OR WEATHER CONDITIONS

**TOWN OF BRANFORD
DEPARTMENT OF PUBLIC WORKS
STREET SWEEPING REPORT**

PLOW ROUTE #: 19 - Pine Orchard

DRIVER:

<u>ROAD</u>	<u>MILES</u>	
1st Avenue *	0.21	
2nd Avenue	0.21	
3rd Avenue	0.16	
4th Avenue	0.11	
5th Avenue	0.09	
6th Avenue	0.08	
7th Avenue	0.21	
8th Avenue	0.09	
9th Avenue *	0.05	
Anchorage Street	0.17	
Bartholemew Road	0.07	
Bishop Road	0.08	
Brandagee Ave	0.05	
Chapel Drive	0.11	
Club Pkwy	0.25	
Crescent Bluff Ave	0.14	
Crouch Road	0.11	
Dudley Avenue *	0.21	
East Haycock Point Road	0.15	
Grove Ave	0.1	
Halstead Lane	0.11	
Hart Ave	0.09	
Isabel Lane	0.07	
Island View Ave	0.22	
Lake Place	0.09	
Louis Drive *	0.05	
Maclean Place	0.05	
Newton Road *	0.06	
Orchard Avenue *	0.16	
Ozone Road	0.08	
Pasadena Road *	0.11	
Rice Road *	0.05	
Seaview Avenue *	0.34	
Seldon Ave	0.15	
Spring Rock Road	0.24	
Tyler Avenue	0.05	
Waterside Road	0.1	

Waverly Park Road	0.25	
Waverly Road	0.13	
West Haycock Point Road	0.16	
Westside Ave *	0.05	
Wilford Road	0.17	
Woodland Avenue	0.07	
Woodland Road	0.09	
Yowago (Partial)	0.18	
Total	5.77	32,000

**TOWN OF BRANFORD
PUBLIC WORKS DEPARTMENT
STREET SWEEPING REPORT**

PLOW ROUTE #: 29 - Pawson Park

DRIVER:

<u>ROAD</u>	<u>MILES</u>	
Bayberry Lane	0.16	
Bayview Ave *	0.19	
Coheco Ave *	0.17	
Cottage Street *	0.1	
Dorr Street	0.14	
Etzel Road *	0.05	
Fenway Road	0.21	
Ferry Lane *	0.17	
Gough Drive *	0.07	
Hemingway Street	0.08	
Linden Ave	0.97	
Linden Place (Partial)	0.08	
Maltby Street	0.14	
Manor Place	0.1	
Montgomery Pkwy	0.19	
Old Pawson Road	0.28	
Pawson Landing Drive	0.17	
Pawson Road	0.98	
Pawson Trail	0.12	
River Road	0.05	
Riverside Terrace	0.74	
Sagamore Cove Road	0.11	
Sound View Hts *	0.2	
Spring Cove Road	0.13	
Summer Island Pt	0.09	
Summer Island Road	0.38	
Sunset Beach Road	0.31	
Sunset Manor Road	0.1	
Wakefield Road	0.27	

TOWN OF BRANFORD
DEPARTMENT OF PUBLIC WORKS
STREET SWEEPING REPORT

PLOW ROUTE #: 10 - - - - -

Route 10

DRIVER:

ROAD	MILES	
Altman Street	0.04	
Bassett Road	0.05	
Bayards Xing	0.33	
Beckett Ave	0.19	
Berger Street	0.08	
Bristol Street	0.06	
Bristol Street Ext	0.03	
Brocketts Lane	0.08	
Brocketts Point Road	0.16	
Bungalow Lane	0.04	
Burr Street	0.15	
Clark Ave	0.68	
Court Street	0.12	
Double Beach Road	0.3	
Edgewood Road	0.05	
Farm River Road	0.14	
Forest Street	0.1	
Forest Street Ext	0.03	
Glen Street	0.05	
Glendale Place	0.04	
Grove Street	0.21	
Highland Ave	0.06	
Hill Street	0.08	
Howard Ave	0.2	
Jefferson Place *		
Johnsons Point Road		
Lanphiers Cove Road	0.11	
Little Bay Lane	0.06	
Midwood Road *	0.46	
Pavillion Court	0.03	
Penecost Street	0.07	
Riverview Ave	0.2	
Rustic Road	0.07	
Sherwood Street	0.05	
Spring Road	0.07	
Stone Street	0.21	
Sunrise Cove Road	0.11	
Taylor Place	0.13	
Union Street	0.09	
Valley Street	0.05	
Westwood Road	0.11	
Wilcox Place	0.06	
Wood Road	0.25	
Yale Ct	0.07	
Total	5.47	

**TOWN OF BRANFORD
DEPARTMENT OF PUBLIC WORKS
STREET SWEEPING REPORT**

PLOW ROUTE #: 183 - Small Roads
DRIVER:

<u>ROAD</u>	<u>MILES</u>	<u>FLOATER</u>
Alex Warfield (Partial) *		
Bellview Road	0.09	
Bradley Avenue (Partial)		
Buckley road *		
Cadwell Place		
Captains Lane *		
Carle Road	0.08	
Clancy Road *		
Cove Terrace *		
Creek Court *		
Damberg Place		
Damien Drive	0.09	
Esther Place *		
Farview Drive *		
Harbor View Avenue *		
Helen Road *		
Hilltop Drive *		
Kenyon Street		
Matthew Road Extension		
Oak Ridge Road Driveway		
Parker Place	0.03	
Rice Terrace *	0.11	
Silver Street	0.15	
Terhune Ave	0.08	
Veto Street	0.03	
Willow Road	0.09	

TOWN OF BRANFORD
OFFICE OF THE TREASURER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for **90** days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond *NOT REQUIRED*****

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance Bond *NOT REQUIRED*****

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled “Bid Proposal”. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the “Non-Collusion Affidavit of Bidder” form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of “A”VIII-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Excess/Umbrella Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability ⁽¹⁾	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability ⁽²⁾	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000
Auto Insurance Liability Must have if contractor/vendor will be on Town Property		\$1,000,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder/Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, 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 such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires _____, 20____.