

Legal Notice

TOWN OF BRANFORD

REQUEST FOR BIDS

“Thimble Islands Municipal Solid Waste and Recycling Collection”

The Town of Branford is requesting bid proposals for the collection of all household municipal solid waste (MSW) and recycling for all of the inhabited Thimble Islands, Stony Creek, Branford, Connecticut on a seasonal basis commencing July 1, 2024. 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.

Bids are to be submitted in a sealed envelope marked “**Thimble Islands Municipal Solid Waste and Recycling Collection**” to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **11:00 a.m., Thursday, May 2, 2024**. Bids will be publicly opened immediately thereafter in the conference room located on the basement floor of 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

Town of Branford
Bid Specifications
Thimble Islands Municipal Solid Waste and Recycling Collection
April 2024

I. GENERAL

1. The Town of Branford (Town) is looking for a Company to provide collection for all household municipal solid waste (MSW) and recycling for all of the inhabited Thimble Islands, Stony Creek, Branford, Connecticut on a seasonal basis commencing July 1, 2024. Currently at time of request for Bid, the total number of units is approximately 88. Material collected to be deposited in containers (dumpsters) located at Trap Rock Dock, Juniper Point. There is no guarantee of quantities of material.

II. LABOR AND EQUIPMENT

1. The Contractor will collect MSW and Recycling in separated plastic bags, as separated by the residents, and shall deposit the MSW and the recycling in separate dumpsters. The MSW must be deposited in said MSW dumpster in the plastic bag that it was collected in. The Recycling must be deposited in said Recycling dumpster void of the plastic bag that it was collected in. See Attachment A for the Thimble Islands recycling guidelines.
2. Contractor shall pick up from the inhabited islands as per the following schedules outlined in Attachment B. A map of the islands will be provided on request.
3. Contractor shall deliver informational literature provided by the Town to each household at the beginning of each season and/or contract commencement. Contractor shall deliver trash and/or recycling carts/bins, provided by the Town, to residents of inhabited Thimble Islands as needed.
4. Contractor will be authorized to, and shall, inspect recycling and MSW for compliance with the Town's Solid Waste Ordinance which provides for mandatory recycling. The Town shall provide information and warning stickers for the Contractor to affix to MSW containers or recycling receptacles as necessary. The Contractor shall inform the Town of any ongoing issues with residents on the islands. The Town shall assist in any necessary educational effort.
5. The Contractor agrees to furnish all equipment, including a boat and fuel, in providing this service, at the Contractor's own cost and expense. The contractor is responsible for all aspects of the work including tides, weather, and coordination of access to the dumpsters at Juniper Point.
6. The Contractor shall have and maintain a current State of Connecticut Safe Boating License and shall provide a copy to the Town.
7. The Town will provide a sufficient MSW dumpster at the Trap Rock dock at Juniper Point for the Contractor to deposit all MSW collected. The Town will remove the dumpster for disposal, as necessary. The Contractor is required to keep and maintain the area around the Juniper Point

pick up station in a neat and clean condition and to inform the Town of any problems at this site, such as skipped pick-ups.

8. The Town will provide a sufficient dumpster at the Trap Rock dock at Juniper Point for the Contractor to deposit all recycling collected. All recycling shall be de-bagged and placed loose in the recycling dumpster. The Town will remove the dumpster for disposal, as necessary. The Contractor is required to keep and maintain the area around the Juniper Point pick up station in a neat and clean condition and to inform the Town of any ongoing problems at this site, such as skipped pick-ups.
9. Collection of recycling shall be performed in a manner so as to minimize contamination of materials.

III. DURATION OF THE CONTRACT

1. The contract will commence on July 1, 2024 and will be for three (3) years until June 30, 2027. 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. The prices for the extensions should be given with this bid.
2. In the case of an 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 re-bid the Thimble Islands Municipal Solid Waste and Recyclable Collection contract to other contractors without penalty or civil recourse.
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.
4. If, while this contract is in effect, the Town arranges for receipt of its materials by an entity other than those listed above, 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.

IV. PENALTIES AND LIQUIDATED DAMAGES

1. Any breach of this contract where the Town chooses not to pursue termination of contract, may, at the Town's sole discretion, subject the Contractor to a reasonable deduction in compensation, not to exceed one hundred dollars (\$100.00) per complaint. A deduction of greater than fifty dollars (\$50.00) will generally only be issued for excessively-repeated or uncorrected offenses, or particularly egregious offenses. Most breaches will result only in a warning or an initial deduction of ten dollars (\$10.00).
2. Appeals of the decision of the Sustainability and Compliance Manager for any amount in excess of fifty dollars (\$50.00) may be brought before the Branford Solid Waste Management Commission, whose decision shall be final.

V. INDEMNIFICATION AND INSURANCE

1. The Contractor shall at all times indemnify and hold harmless the Town of Branford and its officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property (including loss of use thereof) sustained or alleged to have been sustained by (a) officers, agents, and employees of the Town of Branford and the Town itself, or (b) the Contractor, its Subcontractors, or agents, or (c) any other person, which injuries or damage are alleged to have occurred on or near the work, or to have been caused in whole or in part by the negligent acts, omissions, or willful misconduct of the Contractor, its Subcontractor, or anyone directly or indirectly employed by them, or by reason of its or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or in performing the work. Such indemnification by the Contractor shall also include all acts or omissions by the Contractor which result in environmental contamination or spill under federal, state or local law, regulation, ordinance, order, or statute as may be amended from time to time. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town for damage to property of the Town of Branford caused by the contractor, or its Subcontractors, employees, or agents, or by faulty, defective, or unsuitable material or equipment used by him or them. The Contractor agrees that so much of the money due under and by virtue of this agreement as shall be considered necessary by the Board of Selectmen may be retained by the Town until all the suits or claims for damages shall have been settled and evidence to that effect furnished to the satisfaction of the Board of Selectmen or other Town officials charged with said determination. Any monies so retained by the Town may also be used by the Town to offset any of the Town's costs or damages, including litigation expenses, and counsel fees.
2. The Successful Bidder will be required to provide evidence of insurance coverage in the amount of one million dollars (\$1,000,000) Combined Single Limit (C.S.L.) for Automobile Insurance and General Liability Insurance for Bodily Injury and Property Damage in the amount of one million dollars (\$1,000,000) per occurrence, two million dollar (\$2,000,000) General Aggregate, plus a two million dollars (\$2,000,000) umbrella policy, and pollution coverage, in addition to standard Worker's Compensation Insurance. Certificates of such insurance shall be presented to the Town of Branford upon execution of the contract and failure to do so may, at the sole discretion of the Town, constitute grounds for revocation of the award of the contract and forfeiture of the bid bond.
3. The Contractor and all Subcontractors shall provide Automobile Liability Insurance coverage of not less than one million dollars (\$1,000,000) combined Single Limit (C.S.L.).
4. The Contractor and all Subcontractors shall provide Commercial General Liability Insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) general aggregate.
5. The Town of Branford shall be listed as an additional insured on said policies.
6. The Contractor, and all Subcontractors, shall provide an umbrella liability policy of not less than two million dollars (\$2,000,000).

7. The Contractor, and all Subcontractors, shall carry at all times Workers' Compensation Insurance with limits of 100/500/100 statutory limits, and shall save the Town of Branford harmless from any and all liability and expenses that may arise in consequence of any injury to any employee, or Subcontractor's employee, under the provisions of an "Act Concerning Compensation to Workers Injured in the Course of their Employment" and all amendments thereto.
8. The insurance company shall be licensed to do business in the state of Connecticut and have an AM Best rating of no less than [A].
9. Each certificate of insurance shall provide that sixty (60) days prior written notice be given of any expiration, cancellation, or any other material changes in the Contractor's insurance coverage. Prior to the effective date of any such cancellation, the Contractor shall take out, at its own cost, new insurance to cover the policies so cancelled. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. Contractor further agrees that any deductibles or self-insured retentions are the sole responsibility of Contractor to pay and/or indemnify.
10. Contractor further agrees that any deductibles or self-insured retentions are the sole responsibility of Contractor to pay and/or indemnify.
11. The contractor shall furnish certificates of insurance showing that the company has complied with the above provisions in reference to insurance and shall provide like certificates for any subcontractors. The Town may require copies of the endorsement adding the Town of Branford as additional insured, and of the CA 9948 endorsement.
12. The Contractor shall comply with all reasonable insurance requirements set by the receiving facility.

VI. GENERAL

1. Independent Contractor: The Contractor shall be an independent contractor and not an agent or representative of the Town of Branford and shall not be authorized to enter into any contracts or agreements nor make any representations regarding the Town without the prior written authorization of the Town. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between the parties, and the Contractor, or any respective officers, members, employees or agents of it, will not be deemed to be the agent, employee or representative of the Town.
2. Subcontracting of General Contract: No obligation of the Contractor under this contract may be subcontracted, in whole or in part, without the permission of the Solid Waste Management Commission and Branford Board of Selectmen issued at least thirty (30) days prior to the start of such subcontracting. This contract is not assignable. In the event that there shall be substantial change in ownership of the Contractor, the Town has the right to cancel the contract and to re-bid it, upon thirty (30) days notice.
3. Modification: This Agreement contains the entire agreement between the parties, and no statement, provision, or inducement made by either the Contractor or an agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement and any Exhibit, if any, hereto shall be not modified, changed, altered, amended or cancelled in any way unless such modification, alteration, change, amendment or cancellation is agreed to in a writing signed by

both parties. In this situation and for such valid reason that either party must terminate this contract before its completion date, the party shall provide such notice no less than sixty (60) days in advance of the intended termination.

4. Waiver: No failure on the part of either party to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.
5. Invalidity: In case any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.
6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement are legal, valid and binding execution and delivery for all purposes.
7. Governing Law: Any controversy or claim arising out of or relating to this Agreement shall be governed by the law of the State of Connecticut without regard to its conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the Connecticut courts, both state and federal.
8. Remedies: The rights and remedies of the parties to this Agreement are cumulative and not alternative.
9. Notices: All notices shall be in writing and delivered personally, by mail, return receipt requested, or by overnight courier, to the addresses of the parties set forth at the beginning of the Agreement to the attention of the undersigned. Any such notice shall be deemed given on the date delivered.
10. Costs and Attorneys Fees: All costs and expenses of the prevailing party in enforcing this agreement or for injuries and damages arising there from shall be borne by the other. Costs and expenses include but are not limited to filing fees, case serving fees, court fees, witness fees for experts, travel costs for experts, reasonable attorney's fees, stenographer's fees, marshal or sheriff's fees, costs of subpoenas, and the like.
11. Statement of Non-consumer: Neither party, one to other, shall be considered a consumer nor a merchant pursuant to any consumer or trade practices law or regulation, and the parties specifically agree that the application of any such laws or regulations to the terms and conditions herein is inappropriate.
12. Force Majeure: Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to Unforeseen Circumstances beyond its reasonable control or force majeure. Unforeseen circumstances and force majeure shall mean such event or condition that has an effect on the rights and obligations of the parties under the Agreement which is beyond the control of the party relying thereon and constitutes a justification for a delay or non-performance of an action required in this Agreement, including but not limited to I.) Acts of God, landslide, lightning, earthquake, tornado, hurricane, fire, explosion, tidal wave, blockage, sabotage, insurrection, riot or civil disturbance; ii.) Preliminary or final order of any local, state

or federal court, administrative agency or governmental body of competent jurisdiction; or iii.) Any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or federal governmental body.

13. “Whistleblower” Protection: If an officer or employee of the Contractor takes or threatens to take any personnel action against any employee in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense.

VII. COMPETENCY AND QUALIFICATIONS OF BIDDERS

1. Each bidder shall be able to demonstrate similar experience to satisfy the needs of this contract, performed within the State of Connecticut.
2. All bidders shall submit along with the bid a listing of recent work performed within the State of Connecticut along with reference names and **current, accurate** phone numbers. Submission of such a listing constitutes permission for the Town to inquire of the entities so listed as to any matter or matters deemed by the Town, in its sole discretion, to be relevant to the awarding of the bid.
3. All bidders must describe what equipment is owned, leased, or currently available to them.
4. All bidders must become thoroughly familiar with all existing site conditions under which the work will be performed and are responsible for bidding equipment and labor suitable to the performance of the work under these conditions. The bidders will be responsible for any assumptions made regarding the sites or the work to be performed and for compatibility of their equipment with any and all site requirements.
5. If a sub-contractor is listed on the bid proposal sheet, there must be an accompanying description of what work would be performed by the sub-contractor, and under what circumstances. If the Contractor is not willing to do the work unless the sub-contractor is approved, that must also be stated. Additional information about sub-contractors must be available upon request.

VIII. ALTERNATIVES

1. Any alternatives to any contract provision must be separately listed and described in detail.
2. The Town reserves the sole right to determine the equality of alternative proposals.

IX. COMPENSATION

1. The Town shall pay the Contractor within thirty (30) days upon receipt of an invoice for the month.

2. There shall be no fuel surcharges, miscellaneous fees or deductions of any kind imposed by the Contractor unless mutually agreed to, in writing, by the Contractor and the Town.

X. INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the “Bid Pricing” sheets included with these specifications. Each bidder shall return two copies of each applicable “Bid Pricing” sheet. The years being bid will be based on the fiscal year schedule of the Town and will follow a July 1 to June 30 schedule for ease of accounting.
2. Each bid proposal must be signed by a duly authorized agent of the bidder who shall also sign and have notarized the Non-Collusion Affidavit of Bidder in *Exhibit A*.
3. Each bidder must be in good standing with the Town of Branford.
4. If the bidder is a corporation or L.L.C., the bidder shall enclose a corporate resolution which authorizes the signatory to sign on behalf of the corporation.
5. Bids shall be sealed and clearly marked on the outside of the envelope with the words “Thimble Islands Municipal Solid Waste and Recycling Collection”.
6. Bids must be received at the Finance Office, Branford Town Hall, 1019 Main Street, Branford, Connecticut before 11:00 am on Thursday, May 2, 2024. The mailing address is P.O. Box 150, Branford, CT 06405-0150.

XI. OPENING AND AWARDING OF BIDS

1. Bids will be opened publicly on Thursday, May 2, 2024 immediately after 11:00 a.m. in the conference room located on the basement floor of Town Hall.
2. If there are no alternative bids involved, the contract is expected to be awarded to the Successful Bidder by June 2024, but bid prices must be held valid for ninety (90) days.
3. The contract will be awarded to the lowest responsible bidder for said services outlined in this document. The Board of Selectmen reserve the right to factor in items including but not limited to references, reputation for promptness of service, flexibility, and relevance of related experience in the determination of what constitutes the responsible bidder. Bidders with unsatisfactory references regarding service, payment, or other operational or administrative functions may be rejected regardless of proposed price. The Town, in its sole discretion, will determine whether references are satisfactory or not.
4. The Board of Selectmen or a majority of them reserve the right to select or reject any and/or all bids containing alternative proposals, to waive any informality in proposals, and to reject any and/or all bids, or to accept such bid as shall, in its judgment, be in the best interest of the Town of Branford.

Town of Branford

Thimble Islands Refuse and Recyclable Collection

BID PRICING SHEET

The Contractor hereby agrees to provide the Town of Branford with equipment and labor to provide collection for all household municipal solid waste (MSW) and recycling for all of the inhabited Thimble Islands in accordance with Town Bid Specifications for the following sums. The years being bid will be based on the fiscal year schedule of the Town and will follow a July 1 to June 30 schedule.

Category	Base Bid Period			Yr. 1 Ext*	Yr. 2 Ext*
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Thimble Islands MSW and Recycling Collection					
	-----	-----	-----	-----	-----
Total For Base Period (sum of first 3 years) and Extension Years					

Company Name _____

D/b/a Company Name _____

Address _____

Telephone Number _____

Authorized Agent (print) _____

Authorized Agent (Signature) _____

Title _____

Date _____

Exhibit A

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____.

THIMBLE ISLANDS SINGLE STREAM RECYCLING GUIDELINES

Collection: Single Stream Recycling must be deposited loose in Recycling dumpster. No plastic bags in Recycling dumpster. The town will provide updated information if recycling guidelines change throughout the contract. The contractor must collect all accepted recyclable materials throughout the contract.



A Guide to Recycling

Connecticut now has a universal list of what belongs in your recycling bin and what doesn't. All items should be **empty, rinsed, clean** and **open**. Do **not** shred, box, bag or bundle. To learn more, go to RecycleCT.com

	✓ What's IN?	✗ What's OUT?
PAPER	<ul style="list-style-type: none"> Cardboard & boxboard Food & beverage cartons Junk mail Magazines & newspaper inserts Newsprint Office paper Pizza boxes 	<ul style="list-style-type: none"> Gift wrap & gift bags Ice cream containers Paper cups (hot & cold) Shredded paper Take-out food containers Tissue paper
GLASS	<ul style="list-style-type: none"> Beverage bottles & jars Food bottles & jars 	<ul style="list-style-type: none"> Ceramic mugs & plates Drinking glasses
METAL	<ul style="list-style-type: none"> Aerosol containers (food grade only) Aluminum foil Cans & bottles Foil containers Metal lids from cans & bottles 	<ul style="list-style-type: none"> Aerosol containers (deodorizers, cleaners, pesticides, etc.) Foil tops from yogurt containers Paint cans Pots & pans Small pieces of scrap metal Spiral wound containers
PLASTIC	<ul style="list-style-type: none"> Plastic bottles (with or without caps attached) Plastic containers, tubs & lids Plastic one-use cups (no lids, no straws) 	<ul style="list-style-type: none"> Loose bottle caps Plastic bags & wrap Plastic plates, bowls & utensils Prescription bottles Single-use coffee containers Styrofoam cups, containers & packaging peanuts Water filters



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ATTACHMENT B

COLLECTION SCHEDULES

June, July, and August – Collection of MSW and Recycling will take place twice weekly on Mondays and Thursdays.

May and September – Collection of MSW and Recycling will take place once weekly on Mondays.

October - Collection of MSW and Recycling will take place once weekly, on Mondays, through Columbus Day of said year.

Collection will be delayed by one day due to a holiday on a collection day.

2024 Thimble Island Calendar and Holiday Observances

Holidays are noted in red (Memorial Day, May 27; Independence Day, July 4; Labor Day, September 2; Columbus Day, October 14)

MAY							JUNE							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4 ^H	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27 ^H	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													
AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2 ^H	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14 ^H	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Highlighted Dates = MSW and Recycling Collection Days

H = Collection Holiday. Collection delayed one day.