

**TOWN OF GUILFORD  
REQUEST FOR PROPOSAL  
RFP #3-1718  
BULKY WASTE MANAGEMENT SERVICES**

- I. Request for Proposal (Legal Notice)**
- II. General Conditions & Instructions to Bidders**
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- VI. Non-Collusion/Non-Conflict Affidavit (submit with bid)**
- VII. Affirmative Action Affidavit (submit with bid)**
- VIII. Bid Proposal Form (submit with bid)**

**REQUIREMENTS**

- |  |   |
|--|---|
| <b>1) Certificate of Insurance</b>               | <u><b>X</b></u><br><b>Yes, upon bid award</b> |
| <b>2) Bid Bond/Cashier's Check<br/>(\$1,000)</b> | <u><b>X</b></u><br><b>Yes (submit w/ bid)</b> |
| <b>3) Vendor References</b>                      | <u><b>X</b></u><br><b>Yes (submit w/ bid)</b> |
| <b>4) Required Submissions<br/>Above</b>         | <u><b>X</b></u><br><b>Yes (submit w/ bid)</b> |

I.

**LEGAL NOTICE  
TOWN OF GUILFORD  
REQUEST FOR PROPOSAL  
RFP #3-1718  
BULKY WASTE MANAGEMENT SERVICES**

The Town of Guilford is seeking fee proposals for Bulky Waste Management Services. Sealed proposals are due on Tuesday June 12, 2018 at 2:00 p.m. in the Office of the First Selectman, on the second floor of Town Hall, 31 Park Street, Guilford, CT 06437, at which time they will be opened publicly. Proposals received after this date and time will be rejected. Sealed proposals should be labeled with RFP number and title. Proposal packages may be obtained at the Office of the First Selectman or may be accessed from the Town of Guilford's website at [www.ci.guilford.ct.us](http://www.ci.guilford.ct.us) and the Department of Administrative Services procurement website.

Any questions regarding the specifications may be directed, in writing only, to the Town Engineer, Jim Portley, at [portleyj@ci.guilford.ct.us](mailto:portleyj@ci.guilford.ct.us) , with a copy to the Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with two (2) copies and a bid bond or cashier's check in the amount of One Thousand Dollars (\$1,000). Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town. The Town of Guilford is an affirmative action, equal opportunity employer.

\_\_\_\_\_  
Matthew T. Hoey III  
First Selectman

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Publish one time only in the New Haven Register under LEGAL NOTICES on Friday May 18, 2018.

## II.

### **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. The conditions outlined become a formal part of each Invitation to Bid unless otherwise specified. All Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk.

The terms and conditions outlined in the Invitation to Bid become part of the formal contract following award, unless specified otherwise.

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.
- 1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
- 1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.
- 1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.
- 1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.
- 1.10 Bids received after the time and date established for receiving bids will be rejected.

- 1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. The Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all bidders upon request.
- 1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On "as required" bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- 1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

## **2. BIDDER'S SECURITY**

- 2.1 Bid Security, as a guarantee of good faith, in the amount of One Thousand Dollars (\$1,000) in the form of a certified check, cashier's check, or Bidder's bond, shall be required to be submitted with the bid package for all bids.
- 2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.3 Bid security will be returned to the successful Bidder as follows:
  - 2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.
  - 2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.
- 2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.4.1 A contract has been executed and bonds have been furnished.
  - 2.4.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.4.3 All bids have been rejected.
- 2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:
  - 2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.
- 2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two witnesses for both the principal and surety must appear on the bond, as required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

### **3. CLARIFICATION OF SPECIFICATIONS/ADDENDA**

- 3.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.
- 3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Department by **Tuesday June 5, 2018 at noon**. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- 3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 3.4 Oral interpretations or changes to the specifications documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.
- 3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- 3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.
- 3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 3.8 No addenda will be issued later than forty-eight (48) hours prior to the bid opening date, except addenda withdrawing the Invitation to bid or addenda which includes postponement of the bid.
- 3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form.

### **4. BIDDER REPRESENTATION**

- 4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents, and the bid has been made in accordance therewith.
- 4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.
- 4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

### **5. SUBSTITUTIONS**

- 5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least five (5) business days prior to date of receipt of bids. It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder

shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town reserves the right to approve as an equal or to reject as not being equal any article the Bidder proposes to furnish which contains major or minor variations from the specifications requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

## **6. SAMPLES**

- 6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder; and, with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. The package must indicate the name of the Bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient grounds for rejection of the bid.

## **7. BID AWARD**

- 7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon (i) receipt of proper Town authorization from the Board of Selectmen; and (ii) delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case the terms and provisions of the Town's bid package shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services. The Town's extended obligation on those contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.*
- 7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of award notification.
- 7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.
- 7.4 If two or more Bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such Bidders shall be final.

7.5 The contract will be awarded to the lowest responsible Bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

In determining responsibility the following qualifications in addition to price will be considered.

- a. The ability, capacity and skill of the Bidder to perform required services.
- b. The ability of the Bidder to perform the contract or provide the service promptly within the time specified.
- c. The quality of performance of previous contracts or services, including, without limitation, the safety record of the Bidder.
- d. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or services.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the material and/or equipment.

7.6 The Town reserves the right to reject all bids or any part of a bid, to waive defects in bids, and to re-bid at any time prior to the bid award if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town. Clerical errors detected at the bid opening will be corrected and initialed by the Selectman, Bidder and a witness if present.

## **8. TERMS OF PAYMENT**

- 8.1 Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
- 8.2 The Town is exempt from state and local taxes.
- 8.3 A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.

**9. PERFORMANCE/LABOR AND MATERIALS BOND**

9.1 If required by the bid specifications, the successful Bidder shall supply an original performance bond and labor and materials bond in the amount of 100% of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1. The bonds shall remain in effect for one year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

**10. INSURANCE REQUIREMENTS**

10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford and its employees and agents as "Additional Insureds" on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability Certificate of Insurance.

10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.

10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability, if desirable.

10.4 The required coverages are as follows:

a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability and (iii) \$100,000 each accident/ \$500,000 disease-policy limit/\$100,000 disease each employee. (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water.)

b. **Commercial General Liability** (on an occurrence basis): (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence \$1,000,000, aggregate \$2,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.

c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles and (ii) limit of liability for bodily injury and property damage per accident \$1,000,000.

d. **Umbrella Policy:** \$5,000,000 Umbrella Liability Policy.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate



shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

11. **INTENTIONALLY DELETED**

12. **INDEMNIFICATION**

- 12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

13. **INTENTIONALLY DELETED**

14. **COMPLIANCE WITH LAWS**

- 14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

- a. **Non-Discrimination and Affirmative Action.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The

principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission of Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

- b. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor

Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

In addition, Bidder has not been cited for three or more willful or serious violations of OSHA, or any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction. The foregoing is meant to comply with Section 31-57b of the Connecticut General Statutes.

### III.

#### GENERAL SPECIFICATIONS

The Town of Guilford is soliciting proposals for transportation and disposal of Bulky Waste (BW) collected at the Town Transfer Station to an approved disposal facility. Please see attached Exhibit for historical Town tonnage reports. Please note that tonnages include waste from the Town of Madison to the extent Madison residents dispose of the same at the Town Transfer Station (The Towns of Guilford and Madison share the use of the Guilford Transfer Station). ***The Town of Guilford does not own any open top trailers for transportation of the BW. The base bid proposal must include supply and maintenance of 100 cy open trailers such as are used presently at the Transfer Station.*** Disposal proposals shall include unit price charges per ton of BW to the approved facility for a three-year term with (1) three-year option to renew, as well as separate charge for transportation costs. (See Bid Proposal Form)

**EXHIBIT TO GENERAL SPECIFICATIONS**

**GUILFORD MADISON BULKY WASTE TONNAGE BREAKDOWN**

**BULKY WASTE (C & D) COLLECTED AT TRANSFER STATION**

**2017**

<b>JAN</b>	<b>FEB</b>	<b>MARCH</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>127.6</b>	<b>77.7</b>	<b>125.4</b>	<b>194.2</b>	<b>189</b>	<b>194.6</b>	<b>209.4</b>	<b>201.7</b>	<b>183.6</b>	<b>197.4</b>	<b>153.6</b>	<b>134</b>

**IV.**

**TOWN FORM CONTRACT  
SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE TOWN FORM  
CONTRACT, UPON AWARD, WITHOUT EXCEPTION  
(TO BE PREPARED)**

**CONTRACT TO INCLUDE THESE TERMS:**

**SELECT CONTRACT TERMS**

The bidder agrees that the contract shall include the following terms:

	<b>YES</b>	<b>NO</b>	<i>(Check applicable box)</i>
1. No minimum tonnage requirement.	<input type="checkbox"/>	<input type="checkbox"/>	
2. No tonnage cap.	<input type="checkbox"/>	<input type="checkbox"/>	
3. No full faith and credit pledge.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Submit monthly tonnage reports to Town.	<input type="checkbox"/>	<input type="checkbox"/>	

V.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder with the Bid)

Please answer all questions. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: \_\_\_\_\_
2. Bidder's Tax Identification Number (TIN): \_\_\_\_\_
3. Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_
4. When Organized: \_\_\_\_\_
5. Legal form of ownership (State of formation):  
\_\_\_\_\_
6. How many years have you been engaged in performing the subject services under your present firm or trade name?  
\_\_\_\_\_
7. Relevant Experience: Provide descriptions of three similar service agreements for which your firm has provided similar services. The description should include pertinent information such as size and scope.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. References: List no less than three (3) references for whom services similar to this RFP are currently or have previously been provided, as named in item 7 above.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Have you ever failed to complete any work awarded to you? If so, where and why:

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10. Have you ever defaulted on a contract? If so, when and why:

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(Name of Bidder)

By: 

---

Title: 

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This \_\_\_\_ day of \_\_\_\_\_, 2018.



**VI. NON-COLLUSIVE/ NON-CONFLICT AFFIDAVIT OF BIDDERS**

**FOR RFP #3-1718 BULKY WASTE MANAGEMENT SERVICES**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

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

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof, except as otherwise permitted in accordance with the provisions of the Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
*Signature* and Title of Person

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Date

**VII. AFFIRMATIVE ACTION/EEO AFFIDAVIT**

**FOR RFP #3-1718 BULKY WASTE MANAGEMENT SERVICES**

**Concerning Equal Employment Opportunities and/or Affirmative Action Policy**

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

\_\_\_\_\_ have an Affirmative Action Program, or  
 \_\_\_\_\_ employ 10 people or fewer

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
**Signature** and Title of Person

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Date

VIII.

RFP PROPOSAL FORM

Board of Selectmen  
Town of Guilford  
31 Park Street  
Guilford, CT 06437

Attention: Purchasing Department  
SECOND FLOOR

Re: RFP #3-1718 BULKY WASTE MANAGEMENT SERVICES

Bid Opening Date: Tuesday June 12, 2018 at 2:00 p.m.

**BIDDER**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

To the Board of Selectmen:

We submit for your consideration our bid for the above referenced bid. We have read the bidding documents including the Town of Guilford's General Conditions and Instructions to Bidders and the bid specifications and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions." We have enclosed our original bid bond or cashier's check in the amount of One Thousand Dollars (\$1,000). *We acknowledge receipt of all addendums to the bid documents and assume full responsibility to access those addendums from the Town website and/or DAS website, as applicable.*

We will provide the following within five (5) business days after receipt of a notice of award from the Purchasing Department:

(i) the requested Certificate of Insurance from the following company:  
\_\_\_\_\_;

and

(ii) two original contracts, in a form provided by the Town, executed by authorized officer of awarded Respondent.

**RFP PROPOSAL FORM CONTINUED**

**We agree to perform the Bulky Waste Management Services in accordance with the RFP package for the following Base Bid amounts for a 3-year term:**

**1. A. BASE BID – 3-YEAR TERM**

**Unit Price per ton of collected bulky waste (construction and demolition) for 3-year initial term:**

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Write amount in words Write dollar amount

**B. TRANSPORTATION**

**We will provide transportation from the Town Transfer Station to the permitted Disposal Site at a unit price per trip of:**

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Write amount in words Write dollar amount

**2. ALTERNATE BID 1 – Renewal for one (1) three (3) year period**

**At Town’s sole option, we agree to extend the Contract for one (1) additional three (3) year renewal term upon the same terms: except;**

**(i) the Unit Price per ton collected shall be:**

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Write amount in words Write dollar amount

**And**

**(ii) transportation from the Town Transfer Station to the permitted Disposal Site shall be at a unit price per trip of:**

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Write amount in words Write dollar amount

**RFP PROPOSAL FORM CONTINUED**

**ULTIMATE DISPOSAL LOCATION (“UDL”)**

**UDL for Bulk Waste:**

\_\_\_\_\_  
Facility Name:

\_\_\_\_\_  
Street Address:

\_\_\_\_\_  
City/State:

**EXCEPTIONS AND DEVIATIONS:**

Bidder shall fully describe any variance, exception and/or deviation. Use additional sheets if required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: \_\_\_\_\_

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

*Duly authorized*