

TOWN OF EAST HAVEN

INVITATION TO BID NO. 24-13

The Town of East Haven is accepting sealed Bids for the following:

**CURBSIDE MUNICIPAL REFUSE and RECYCLABLE MATERIAL COLLECTION
and MUNICIPAL LANDFILL SITE/TRANSFER STATION COLLECTIONS,
EXCLUDING BULK WASTE**

East Haven, CT

All bids must be received by at the Town of East Haven Finance Department, 250 Main Street,
East Haven, CT 06512 no later than 2:00p.m. on the Proposal Due Date of: Tuesday, June 4, 2024.

The Town of East Haven is an Equal Opportunity/Affirmative Action Employer.

Dated May 8, 2024

***Invitation to Bid # 24-13
Curbside Municipal Refuse and Recyclable Material Collection and
Municipal Landfill Site/Transfer Station Collections,
Excluding Bulk Waste***

BIDDERS MAY SUBMIT A BID FOR ONE OR MORE CATEGORIES OF COLLECTION SERVICES.

Bids may be submitted until **Tuesday, June 4, 2024 at 2:00 PM**, at which time they will be opened in the Mayor's Suite Conference Room and read aloud.

Original Bid plus 2 copies **must** be submitted on the forms and in the manner specified.
Electronic copies will not be accepted.

Specifications and forms on which proposals/bids must be submitted can be obtained from the Town of East Haven website: <https://www.easthaven-ct.gov/bids-rfps>.

Bids are to be submitted to
Office of the Director of Finance James Keeley
(203) 468-3274
250 Main Street, Lower Level
Haven, Connecticut 06512

Bids are to arrive in sealed envelope or packaging, marked with the Bid # 24-13 and Bid Title.

All inquiries concerning Bid submission, Insurance or other requirements for this Bid should be directed to the Finance Director's Office James Keeley jkeeley@easthaven-ct.gov with a copy to jfain@easthaven-ct.gov.

There is no charge for this Bid Packet. The Town of East Haven reserves the right to amend or terminate this Invitation to Bid; accept all or any part of a bid; reject all bids; waive any informalities or technical deficiencies in a bid; and award a contract(s) to the firm(s) which in the opinion of the Town presents the best value to the Town of East Haven community based on expertise, experience, past performance, cost, and ability to complete the tasks and services in a timely and professional manner, and not necessarily the lowest bid.

It is the sole responsibility of the Contractor submitting a bid to ensure the bid is received by the identified official of the Town prior to the bid submission deadline. Bids received after this time will be considered non-responsive and will be rejected. *No contractor submitting a bid may withdraw its bid within ninety (90) days of the date of the Bid Opening.*

Minority/Women's Business Enterprises and Small Business Enterprises are encouraged to submit bids. The Town of East Haven is an Affirmative Action / Equal Opportunity Employer.

***James Keeley, Director of Finance
Town of East Haven Connecticut***

Town of East Haven, Connecticut - Refuse Collection May 2024

BID DOCUMENTS: ITB #24-13

CURBSIDE MUNICIPAL REFUSE and RECYCLABLE MATERIAL COLLECTION AND MUNICIPAL LANDFILL SITE/TRANSFER STATION COLLECTIONS

Section	Description	Requires Signature(s) or Completion?
	<i>Town of East Haven Invitation to Bid #24-13</i>	
	<i>Bid Proposal Documents</i>	
A.	SPECIFICATIONS: CURBSIDE COLLECTION OF MUNICIPAL REFUSE	No
B	SPECIFICATIONS: CURBSIDE COLLECTION OF RECYCLABLE MATERIALS	No
C.	BID FORM	Yes
D.	REFERENCES	Yes
E.	TOWN OF EAST HAVEN AGREEMENT FOR THE PROVISION OF CURBSIDE MUNICIPAL REFUSE, and RECYCLABLE MATERIAL COLLECTION, EXCLUDING BULK , AND MUNICIPAL LANDFILL SITE/TRANSFER STATION COLLECTIONS. Five (5) Container total.	Yes
F.	AFFIRMATIVE ACTION STATEMENT REQUIREMENT FOR SEALED BIDS, EQUAL EMPLOYMENT OPPORTUNITY STATEMENT REQUIREMENT – COVER PAGE	Yes
F1.	AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT STATEMENT	Yes
F2.	AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT STATEMENT QUESTIONNAIRE	Yes
G.	PROPOSAL/BID BOND	Yes
H.	PERFORMANCE BOND and EXECUTION OF CONTRACT INFORMATION	No
H1.	PERFORMANCE BOND	Yes
I.	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	Yes
J.	NON- COLLUSION AFFIDAVIT OF SUBCONTRACTOR	Yes
K.	NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS - NONDISCRIMINATION IN EMPLOYMENT	Yes

L.	TOWN OF EAST HAVEN INSURANCE REQUIREMENTS	Yes
APPENDIX A.	PICKUP DAYS BY STREET, EXCLUDING BULK	No
APPENDIX B.	CONDOMINIUMS: PICKUP DAYS, CAPITAL REQUIREMENTS, EXCLUDING BULK	No
APPENDIX C.	MSW: MUNICIPAL BUILDINGS, EXCLUDING BULK	No
APPENDIX C1	RECYCLING – MUNICIPAL BUILDINGS	No
APPENDIX D.	MSW: BOARD OF EDUCATION BUILDINGS,	No
	EXCLUDING BULK	
APPENDIX D1	RECYCLING: BOARD OF EDUCATION BUILDINGS	No
APPENDIX E.	ESTIMATED TONNAGE OF MSW	No

***NOTE:** This summary of proposal documents is provided for informational purposes only. Contractors submitting bids should NOT rely on the “signature/completion” advice column and should inspect all of their proposal documents prior to submission to ensure that all documents have been fully and properly completed.*

The following is the anticipated schedule for the procurement process and work program:

RFP Issued	May 8, 2024
Proposals due	June 4, 2024
Recommendation for award	June 10, 2024
Contract finalized	June 17, 2024
Commencement of Services	July 1, 2024

The Town of East Haven reserves the right to revise the above schedule.

A. SPECIFICATIONS: CURBSIDE COLLECTION OF MUNICIPAL REFUSE, EXCLUDING BULK WASTE

PURPOSE OF THE PROGRAM

The Town of East Haven is soliciting written competitive bids from qualified and licensed contractors to perform the following services:

- A. Municipal weekly curbside refuse collection (pickup, removal and disposal of garbage and Municipal Solid Waste (“MSW”)) for one to three family residences;
- B. Municipal weekly curbside collection of recyclable materials for one to three family residences;
- C. Municipal weekly refuse and recyclables collection (pickup, removal, and disposal of garbage, MSW and recyclables) at condominiums;
- D. MSW and recyclables collection at Town government and Board of Education buildings; and
- E. LANDFILL: TOWN OF EAST HAVEN MUNICIPAL LANDFILL SITE/TRANSFER STATION locations pick up and removal of FIVE (5) containers, one (1) MSW and 4 BULK WASTE.

The separation of municipal solid waste into recyclable and non-recyclable components is mandatory in the State of Connecticut.

The scope of work is to include the successful bidder(s) (“Contractor”) furnishing all labor, materials, equipment, and tools necessary for the proper pickup and disposal of refuse and recyclables from weekly curbside, weekly condominium, weekly Town and BOE buildings, and scheduled Town Landfill locations. The specific locations are listed in the Appendices hereto. All municipal collection services will be provided to all one to three family residences (see Appendix A), condominiums as designated in Appendix B, municipal buildings as designated in Appendix C, and Board of Education School Buildings as designated in Appendix D. Such services shall be for a period of a minimum of three (3) years, to a maximum of six (6) years, beginning on July 1, 2024, or upon a negotiated date.

- A. The Town of East Haven is approaching the end of its current Agreement with a firm providing (a) curbside collection of MSW and recyclables from residences within the Town of East Haven, (b) collection of MSW and recyclables from condominiums within the Town of East Haven, (c) collection of MSW and recyclables from Town of East Haven (including Board of Education buildings), and
- B. LANDFILL: Town of East Haven Municipal Landfill Site/Transfer Station locations pick up and removal of Five (5) containers: One (1) MSW and Four (4) Bulk Waste. . MSW collected by Contractor is expected by the Town to be hauled and tipped by Contractor in Bridgeport, Connecticut. Bidders should expect that the tipping location will be within fifty (50) miles of East Haven, as specifically designated by the Town in the contract to be executed with the successful bidder(s). Recyclables shall be hauled to the Oak Ridge Waste & Recycling Facility in Shelton, CT.

BIDDERS MAY SUBMIT A BID FOR ONE OR MORE CATEGORY OF MSW COLLECTION SERVICES.

The selected firm(s) will provide scheduled curbside collection of all MSW (**excluding bulk**), and recyclable materials from residential households within the Town of East Haven (see Appendix A) on a weekly basis. Likewise, the selected firm will collect municipal solid waste(**excluding bulk**) and recyclables from residential condominiums within the Town of East Haven (See Appendix B), collect municipal solid waste and recyclables, EXCLUDING BULK WASTE, from Town of East Haven municipal buildings (see Appendix C), collect MSW and recyclables from Board of Education buildings (see Appendix D).Landfill Site/Transfer Station location and pick up and removal of Five (5) containers: One (1) MSW and Four (4) Bulk waste, all on a weekly basis. All materials collected from curbside collections, condominiums, and Town facilities and grounds shall be delivered to the facility designated by the Town, which shall be within fifty (50) miles of the Town of East Haven. The selected firm may opt to transport the material from the Town of East Haven containers at the Town Landfill to a location of its choice provided the hauling from the Town of East Haven Landfill to a different location is at no additional cost to the Town of East Haven. All recyclables shall be hauled to the Oak Ridge Oak Ridge Waste & Recycling Facility in Shelton, CT.

The Town intends to award one or more contracts to provide the services described in this ITB. Any contract awarded as a result of this procurement is contingent upon the availability of funding. The services may be separated to allow for the best interests of the Town of East Haven.

The scope of work for the contract shall include all labor, materials, equipment and incidentals thereto, as required to collect, haul and properly dispose of all specified material from residential, (including designated condominiums) municipal and public education facilities within the Town of East Haven in accordance with the Specifications, Miscellaneous Contract Provisions and General Terms and Conditions contained herein.

COLLECTION LIMITS

The specified limits for the collection of materials shall consist of the following:

1. All Acceptable Waste within the corporate limits of the Town of East Haven inclusive of one, two and three family residential dwelling units presently existing within the town and any additional one, two and three family residential units constructed within the contract period, as well as all condominium units as designated in Appendix B, and any additional condominium units constructed within the contract period.
2. All municipal buildings and Town schools as designated in Appendices C and D.
3. LANDFILL: Town of East Haven Municipal Landfill Site/Transfer Station location pick up and removal of Five (5) containers: One (1) MSW and Four (4) Bulk Waste.
4. Those areas exempt from the limits of this contract shall include the following:
 - a. business, industrial, and commercial establishments; and
 - b. dwelling units located within apartment complexes or buildings containing more than three separate residences unless designated in Appendix B.
5. Parameters of Contract – The parameters of the contract shall include approximately 10,800 residential units and 200 condominium units, more or less. The estimate of

households is based on the October 1, 2022 Grand List and is subject to change without any increase on the proposed bid price.

DEFINITIONS

1.Acceptable Waste – The following materials shall be considered acceptable for weekly curbside collection and will be included in this contract:

- a. Waste and refuse which accumulates from the preparation of food for consumption in the home, including shells, skins, scraps and by products, which have been drained, wrapped, or bagged and placed in acceptable containers.
- b. Rubbish or trash, including food containers, light bulbs, waste paper (other than newsprint), kitchenware and other normal household items which are placed in acceptable containers.

2.Unacceptable Waste – The following materials shall be considered non-acceptable for curbside collection and will not be included in this Contract:

- a. Construction, demolition and/or land clearing debris (such as shingles, plaster, sheet rock, ceiling tiles, roofing materials, metal pipe, lumber, landscaping material, tree stumps, gravel, powders, soil, rocks or stones, bricks, concrete, insulation materials and tiles).
- b. Recyclable items including leaves (other than annual pick-up) and motor vehicle tires (per state law).
- c. Explosives, gunpowder, ammunition, etc. propane tanks (barbecue gas grill size).
- d. Pathological and biological waste. This includes needles and blood, human and animal remains.
- e. Hazardous materials, chemicals, or radioactive materials. Liquids (such as anti-freeze, gas, oil, oil sludge and paint).
- f. Cesspool waste, sewage sludge or other human waste.
- g. Scrap motor vehicles or any motor vehicle parts (such as engine blocks, radiators, fenders, brake drums, mufflers, rims, hub caps, etc.). Motorcycles, riding lawn mowers and snowmobiles.
- h. Automobile and other batteries of equivalent or larger size.
- i. Fifty-five (55) gallon drums or oil tanks.
- j. Large items or machinery, equipment or their component parts (including oil, gas, chemical tanks and pesticides).

- k. Grass clippings.
- l. Porcelain items (i.e., toilet bowls, sinks, bathtubs, etc.).

All other items of waste which would be likely to pose a threat to health or safety are considered Special, Regulated or Hazardous Wastes by Statute or Regulation, are UNACCEPTABLE.

3. The inability to meet any specified requirement(s) must be stated in writing by bidder and attached to the bid form. If no exceptions are noted, the Town shall rely on the representation that the terms of the ITB have been accepted by bidder.
4. The Contractor shall be responsible for the removal and pick-up of all MSW from the designated locations identified in the ITB. The following specifications must be met for each of these locations:
 - All locations shall require collection according to the service level indicated in the ITB.
 - The Contractor is required to maintain an appropriate compliment of vehicles to provide the level of service requested herein and shall comply with all refuse, recycling, safety and related Federal, State and Municipal laws and ordinances.
 - The vehicles utilized in the performance of this work shall be maintained in good mechanical condition. All bodies and hoppers of any vehicle carrying non-recycling refuse must be watertight to prevent seepage and provide adequate protection from refuse being blown away during transport or at rest.
 - The equipment used in the performance of this work may be inspected by the Town prior to the award and during the performance of this bid or any subsequent agreement.
 - The Contractor shall be required to inspect the site of each pickup prior to submitting its formal response to this Invitation to Bid to determine the container size and vehicle needs for each site. In addition, the Contractor is expected to utilize the space within any existing dumpster enclosures for this work.
 - The Contractor will deliver all MSW to the location(s) designated by the Town.
 - All Town and BOE buildings are frequently visited by the public. Consideration shall be given to children/pedestrians/employees participating in outside activities. Their safety shall take precedence over refuse removal. The Contractor will ALERT HIS OPERATORS AND DRIVE VEHICLES AT A MAXIMUM SPEED OF 10 M.P.H. WHILE ON BUILDING'S GROUNDS.
 - All loads may be inspected for compliance to the requirements that each delivery is dedicated to under the subsequent, executed agreement to this Invitation to Bid. Any load found in non-compliance with these requirements shall be fined the maximum amount the law permits, in addition to a penalty equal to the tonnage of the load multiplied by three (3) times the current tipping fee the Town is utilizing.

5. Curbside Collection shall mean one (1) collection of municipal solid waste and recyclable material, in a period not to exceed seven (7) days for each unit, with the containers to be placed within ten (10) feet of the curb, or within ten (10) feet of the travel portion of highway where no curb exists.

6. Condominium Collection shall mean (1) collection of municipal solid waste and recyclable

materials in a period not to exceed seven (7) days for each complex, unless otherwise designated in appendix B, in appropriate containers which are to be provided by the contractor in compliance with the requirements set forth in Appendix B. The contractor shall be responsible for contacting all condominium associations and/or property management companies for scheduling and procedures for each complex.

7. Public Buildings shall include those municipal buildings and Town schools as indicated in Appendices C and D. The Contractor shall provide containers at each location specified in Appendices C and D, of a sufficient size to accommodate the refuse generated between scheduled pick-ups, and meeting the approval of the Town. Quantity and size of containers is subject to change at the request of the town with the agreement of the contractor, subject to an appropriate adjustment in the price of the contract as may be mutually agreed upon.

8. Landfill Site/Transfer Station Collection shall include providing adequate containers for the operation of the transfer station as required to meet permit requirements. Currently, a minimum of six 40 cubic yards dumpsters is needed on-site for oversized MSW and Demolition debris. An additional two 20 cubic yards dumpsters are needed for corrugated cardboard. One 30 cubic yard container is required for tires. One 30 cubic yard container is required for scrap metal. All containers are to be provided with tarp covers as vector controls. Containers are to be emptied as directed by the Director of Public Services or his/her designee within the same day of notification provided notice is received by 12:30 pm. If notice is received after 12:30 pm the containers may be removed by 9:00 am on the following day that the site is open for removal, including Saturdays. A replacement container is to be provided when removing the full one. Therefore, enough containers and equipment/manpower must be provided to maintain the site with a full complement of containers. The containers are to be transported to a disposal site as directed by the Town of East Haven within a 50-mile radius of the corporate limits of the Town. The Landfill Site/Transfer Station is located on Commerce Street and Proto Drive.

9. Special Event Containers shall be provided for Town sponsored events. The containers shall vary in size, but must be enclosed with hard covers and will be used for disposal of MSW. The location of the containers and sizes as well as emptying schedule shall be coordinated with the Director of Public Services or his/her designee. Typical events include the Fall Festival on the Green, VVA Firework, Memorial Day Parade, Senior Citizen Day on the Green and similar special events. Adequate containers and emptying shall take place to avoid overflows onto the ground.

COLLECTION REQUIREMENTS

1. Weekly Schedule – Household Acceptable Waste

(Excluding white goods (appliances) and metals)

- a. Unless otherwise specified, this shall be one collection of household Acceptable Waste (excluding white goods (appliances) and metals) each week, which shall be placed at the curbside (or in properly designated containers at condominium complexes) by the property owner(s) or occupant(s) prior to 6:00 a.m. on the day of collection.
- b. All collections shall be made not more than ten (10) feet from the curb, or where no curb exists, ten (10) from the edge of the pavement, or in designated containers at

condominiums and public facilities designated in Appendix B, C and D. All refuse shall be in containers no larger than 45 gallon capacity or, in the case of brush, shall be tied in bundles no more than four (4) feet in length or placed in plastic or metal containers no larger than 45 gallon capacity.

- c. All Acceptable Waste shall be collected weekdays, Monday through Friday between the hours of 6:00 a.m. and 5:00 p.m. Collections shall be made on Saturdays only in the event of emergencies and weather-related delays or when a holiday causes the delay. Special pickup earlier than 5:00 a.m. may be allowed at the Town schools upon written approval of the Mayor or his/her designee.
- d. The Contractor **must** follow the pick-up schedule designated in Appendix A, unless varied in writing by the Mayor or his/her designee.
- e. Appendix E indicates the monthly tonnage of municipal solid waste delivered to the tipping location designated by the Town, which shall be located within fifty (50) miles of East Haven.

MISCELLANEOUS CONTRACT PROVISIONS

1. Tipping Fee

- a. All Acceptable Waste generated under this contract shall be delivered by the Contractor to the tipping location designated by the Town. The Town shall pay tipping fees to the appropriate party for all Acceptable Waste delivered to the designated tipping location and generated under this contract. The Town shall not be required to reimburse or otherwise compensate the Contractor for such fees at the tipping location. The contractor shall be responsible for the costs of registration of all refuse disposal vehicles at the tipping location. The contractor will be responsible to retain all tipping tickets and make them available upon request of the Town. Any dollar amounts that are not supported by a properly submitted tipping station ticket or receipt or other disposal facility ticket may be deducted from future payments under the contract.
- b. The Town reserves the right to require the contractor to deliver all Acceptable Waste generated under this contract to an alternate facility located within 50 miles of the corporate limits of the Town of East Haven.

2. Duration of Contract

- a. The contract shall be for a minimum term of three (3) up to a maximum term of six (6) years, commencing July 01, 2024, unless negotiated for another starting date. Specifically, the base term of the contract is three (3) years. The Town shall have the option to renew the contract for an additional three (3) years by issuing written notice of renewal to the contractor no later than ninety (90) calendar days prior to the expiration of the base term.
- b. The Town reasonably believes that monies in an amount sufficient to remit all payments

to contractor can and will lawfully be appropriated and made available to permit the continuing services required by the contract documents, during the term of the contract. The Town's proposed annual budgets will include in each fiscal year a request for funds sufficient to cover the amounts due to the contractor pursuant to the contract documents. Contractor acknowledges that appropriation of money for services under contract is a governmental function for which the Town cannot contractually commit in advance. In the event that the Town's governing body does not approve an appropriation of funds during the term of this contract for the payments due under the contract, this contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty to the Town.

3. Proposal

The attached proposal is for the collection of Acceptable Waste and recyclable materials for the entire area within the corporate limits of the Town of East Haven, subject to the Parameters of the Contract. The town reserves the right to reject any and all bids if deemed in the best interest of the Town to do so or to award the contract to the lowest responsible qualified bidder as determined in the sole discretion of the Director of Finance.

4. Contract Termination

The Town of East Haven shall retain its right to terminate the contract with the contractor in the event of a material breach or default by the contractor, and/or substantiated complaints of poor performance or non-performance. In the event of substantiated complaints of poor or non-performance, the Town shall notify the contractor by certified mail of said complaints. The contractor shall have ten (10) days to cure its performance deficiencies. At the end of the cure period, the Town shall decide whether the default has been cured or whether termination of the contract is warranted. The Town reserves its right to either re-bid the contract or enter into a contract with the next lowest responsible qualified bidder. In the event of termination, the contractor shall pay the Town, as liquidated damages, the amount of any excess (defined as the difference between the contract with the contractor and the amount of the contract with the replacement contractor) of the new contract at the time of default.

5. Equipment

- a. All vehicles used for the collection and disposal of refuse shall be fully enclosed, steel covered and designed for the loading, compression, and transportation of refuse. The vehicle shall be designed so that the load will be covered at all times except when refuse is loaded. Refuse shall be loaded and contained so that when additions are made, none of the contents shall fall or spill there from. Transferring waste between vehicles will not be permitted.
- b. The Contractor shall keep all such vehicles and equipment in good operating condition to ensure adequate and prompt collection and disposal of refuse. The Contractor shall thoroughly wash the interior of said vehicles and equipment immediately after each day's use except during the months of December, January, February, and March. Further, the contractor shall wash the same with disinfectant and deodorizer satisfactory to the Town, in addition to washing with water.

- c. The Contractor shall comply with all Federal, state, and local laws and regulations pertaining to the operation of motor vehicles and equipment for the disposal of refuse and recyclable materials, and with respect to the performance of the services hereunder. All vehicles shall be equipped to comply with all required State of Connecticut Department of Transportation requirements regarding their operation in the State of Connecticut. All vehicles must be equipped with the required DOT lighting, reflectors and safety equipment and shall be operated in compliance with OSHA regulations. The facility from which the contractor conducts business shall comply with all applicable federal, state, and local laws, regulations, ordinances and permitting requirements.
- d. All equipment and/or vehicles designated for use as a collection vehicle in the Town of East Haven shall be used solely for the purposes of meeting the provisions of this contract. The Contractor agrees to place labeling on the Truck "Town of East Haven." The use of a truck designated for the Town of East Haven in another Town shall subject the contract to cancellation. Any vehicle designated for use in the Town of East Haven cannot be used in another Town unless written approval is received from the Mayor or his/her designee. In addition, any vehicle designated for use in another Town and being used for the purpose of meeting the provisions of this contract shall subject the contract to cancellation. Likewise, any vehicle designated for use in another Town cannot be used in East Haven, unless written approval is received from the Mayor or his/her designee.
- e. All vehicles designated for use as a collection vehicle with the Town of East Haven are required to be registered within the Town of East Haven. Every truck and vehicle used for the collection and disposal of refuse and recyclable materials shall be kept clean and well painted on the outside; and shall have a uniform color scheme.
- f. During the term of the contract, the contractor shall provide monthly reports which include the weight of materials collected from each source of MSW. Contractor shall maintain and retain accurate records consisting of approved weight slips with the date, time, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle.
- g. Bidders shall provide a brief description of all litigation, brought against the bidder and principals, all enforcement actions or penalties assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, labor laws, or affirmative action, and any contract penalties related to service assessed by other towns during the period from January 2019 to the present. Bidders shall also provide information and outcome of any investigations conducted by the State or Federal governments regarding their operations during the same period.
- h. A Town permit shall be obtained by the Contractor for every truck or vehicle used for the collection and disposal of refuse and recyclable materials.
- i. The Contractor shall maintain one spare vehicle as a back up in the event that a designated collection vehicle is incapacitated for any period of time.
- j. Prior to the execution of the Contract, the Contractor shall be required to furnish the Town with a complete vehicle list, including the following information; a) vehicle

description, b) manufacturer and model number, c) VIN number, d) maker plate, e) gross vehicle weight, f) operator name, g) vehicle color, h) tipping station Permit Number i) year, j) capacity k) additional disposal site permits, if applicable. In addition, the Contract shall require the Contractor to provide an operator's list to include operator's license number, type, and date of renewal. Said list shall be updated by January 31st of each year, **even** if there are no changes.

- k. The Contractor shall be responsible for any damage to property caused by its employees, agents, or vehicles in performing the services under this contract. The Contractor shall indemnify, defend, and hold the Town of East Haven harmless from and against any claims, damages, losses, costs, or expenses resulting from the Contractor's performance of services under this contract. The Contractor shall be required to repair any damage to private property caused by its employees, agents, or vehicles within 10 days of written notification of liability from the Town. If the Contractor fails to repair the damaged property within this period, the Town will deduct the cost the repair or replacement from the subsequent monthly payment due the Contractor.

6. Complaints and Penalties

- a. **Complaints** – The Contractor shall be set up to receive complaints from the Town between the hours of 8:30 A.M. to 4:30 P.M. daily regarding refuse collection. The Contractor shall then make arrangements to correct the designated complaint(s) within 24 hours (excluding weekends and holidays), as specified by the Town. In the event the designated complaint(s) are not corrected in this time frame following notification, the Town shall invoke the penalty clause and subtract it from the next monthly bill.
- b. **Liquidated Damages** – The Contractor agrees that for any valid and justifiable complaint filed against said contractor, which the contractor shall neglect or fail to correct or cure within a reasonable period of time, or for any violation of any presently existing rule, regulation or ordinance of the Town or any agency thereof, or for any breach or any provision of this contract, the Town shall have the right to deduct as liquidated damages according to the schedule below. The failure to deduct said sum by the Town shall not be considered as a penalty, or constitute a waiver by the Town of other remedies, and any such amounts forfeited may be deducted from a subsequent monthly payment due the Contractor.

1) Offense:

Use of Town-designated truck in another town; Mixing of unauthorized trash with Town trash.

Liquidated Damage:

First Offense – Termination of Contract

2) Offense:

Failure to pick up part or all of the trash within 24 hours' notice (excluding weekends and holidays) from the Mayor or his/her designee or the Director of Public Works' Office (verbal or written).

Liquidated Damage:

\$250.00 per day

3) **Offense:**

Early morning pick up of trash.

Liquidated Damage:

First Offense - \$200.00; Second Offense - \$500.00; Subsequent Offenses - \$1000.00

4) **Offense:**

Throwing, mishandling and/or smashing of trash bins; Failure to close lids on trash containers; Leaving trash along the route so as to be evident that the street had trash pickup; Smashing of glass in recycling bin prior to placement into truck.

Liquidated Damage:

\$75.00 per offense

5) **Offense:**

Destruction of trash bins

Liquidated Damage:

Replacement of bin at contractor's expense and delivery of bin to resident.

- c. **Repeated Complaints** – If the Town receives multiple complaints for the same type of incident, and where in the judgment of the Mayor and/or the Director of Public Works the Contractor is deemed to be continuously negligent, the liquidated damage amount shall be Two Hundred Fifty dollars (\$250.00) for each complaint thereafter in addition to the liquidated damages as specified above.

7. Compensation

- a. By the fifteenth day of each month, the Contractor shall invoice the Town for one-twelfth (1/12th) of the total annual contract sum, to be paid by the Town by the fifteenth (15th) day of each successive month. The Town shall make payments to the Contractor within thirty (30) days after receipt of accurate and complete billing.
- b. The Contractor shall not claim nor be entitled to any additional compensation in excess of the amount stated in the contract for the services to be provided by the Contractor hereunder unless expressly authorized in writing by the Mayor or his/her designee.

8. Subcontract

The Contractor shall have no right to transfer, sublet or assign this contract or any portion thereof, to any person, firm, or corporation or in any way vary the terms of this contract without the written authorization of the Town.

9. Compliance with Laws, Ordinances, Etc.

The bidder must be permitted to provide MSW handling and transportation services by CT DEEP for all materials to be collected and handled. The bidder must either currently be registered or be able to obtain registration for all vehicles to be used for disposal of materials to and from the Town of East Haven. The bidder must be permitted by CT DEEP to handle, transport, process, store, and dispose of all other materials covered by the contract. The bidder's facility must have all necessary regulatory approvals, including necessary zoning permits and approvals. The bidder must currently be in full compliance with all applicable laws and regulations. All work performed in accordance with this contract shall comply in every respect with all applicable laws, ordinances, statutes, codes, or regulations now in effect or hereafter adopted by the Federal Government, the State of Connecticut, and the Town. Contractor is to comply with ordinances of any municipality through which refuse is transported. Contractor shall also strictly comply, at all times, with the Hauler Rules, Regulations, Procedures and/or Requirements of the tipping station facility.

B. SPECIFICATIONS: CURBSIDE COLLECTION OF RECYCLABLE MATERIALS

GOALS, PURPOSE, AND DESCRIPTION OF THE RECYCLING PROGRAM

The Town of East Haven curbside recycling collection program is summarized below.

1. Participation and Material. As to all one to three family residences, residents are REQUIRED to place mixed recyclables consisting of: aluminum cans and aluminum foil and foil containers, glass and metal food and beverage containers (up to number 10 size), #1 and #2 plastic food and beverage containers; newspaper, magazines, and junk mail (tied or placed in brown paper bags) and separated corrugated cardboard at the curbside in front of their homes on a specific day of the week. Each resident has been provided with a specified recycling container in which recyclable materials will be placed at curbside. As to all condominium complexes, collection of Recyclable Material shall be in accordance with the schedule and requirements as set forth in Appendix B.
2. Collection Service. Collection vehicles operated by the Contractor will pass by all single-family through three-family dwellings in the Town of East Haven each week on the same day as the regular refuse collection. The collection crew will load materials into the approved vehicles, and then return the empty container to the curb. Collection employees will leave the area litter free and clean. As to all condominium complexes, collection of Recyclable Materials shall be in accordance with the schedule and requirements as set forth in Appendix B.
3. Service Area. The service area will encompass residential homes and those condominium complexes identified in Appendix B. These numbers are estimates based on the October 2022 Grand List. The bidder shall conduct its own due diligence and make its own accounting to verify the number of units served. The Contractor will be required to service newly constructed houses and condominiums added post-bid at no additional cost beyond what is stated in the successful bid.
4. Promotion. The Town of East Haven may promote the curbside recycling collection service through a variety of methods, including direct mail and news media. The Town of East Haven will

develop and produce promotion materials with input from the Contractor on content and design. The Contractor will assist in distribution of some materials as required in the specifications.

RECYCLING SPECIFICATIONS

1. Service Area. The Contractor shall drive by and provide recyclable material collection service to residents living in single-family residences and up to and including three-family residences in the service area along condominium units identified in Appendix B. No residence will be deleted from a route list because of infrequent participation. Municipal and school buildings are also to be serviced as listed in Appendices C-1 and D-1. The Contractor shall also provide collection of recyclables to include white paper at all school locations and Municipal Buildings.
 2. Collection Hours. Recycling collection service by all vehicles will begin no earlier than 6:00 A.M. All collection for each scheduled day shall be completed by 5:00 P.M. Residents shall be asked to set out recyclable materials by 6:00 A.M. the scheduled day of collection.
 3. Frequency of Collection. Unless otherwise provided for by these specifications, collection schedules have a frequency of once per week on the same day as refuse collection and according to the schedule detailed in Appendices A and B.
 4. Compliance with Driving/Hauling Laws. Collection and transportation of all recyclable materials shall be accomplished in accordance with all existing laws and ordinances and future amendments thereto, of the regulatory agencies of the State of Connecticut and affected local governing bodies and departments. All drivers shall be fully licensed and trained in accordance with Connecticut law.
 5. Point of Collection. Collection shall be at curbside, which shall mean within ten (10) feet of the sidewalk side of the curb, or where no curb exists, ten (10) feet from the edge of the pavement, or in properly designated containers.
 6. Collection/Delivery of Source Separated Recyclable Material. Limited separation of recyclables will take place at the source (i.e. individual homeowners will perform some separation). Each household has been provided a reusable container into which recyclable materials will be deposited. The following items will all be deposited in this container: aluminum cans and aluminum foil and foil containers, glass and metal food and beverage containers. Newspapers, magazines and junk mail will be bundled or tied or placed in brown paper bags and placed on top of the container or alongside the bin. Corrugated cardboard will also be bundled and tied and placed next to the container.
- The Contractor shall pick up the materials set out for collection. The materials are to be delivered to the Oak Ridge Waste & Recycling Center in Shelton, CT 06484 The Town reserves the right to require the Contractor to deliver all acceptable recyclables generated under this contract to an alternate facility located within 50 miles of the corporate limits of the Town of East Haven.
7. Principal Recyclable Materials List. The following shall constitute the principal list of recyclable materials to be picked up by the Contractor:

- a) Glass – all empty glass food and beverage containers (excluding cooking-ware, plate glass, safety glass, light bulbs, ceramics and non-glass materials). Caps, lids and any type of top must be removed from the bottles. Bottles should be empty, rinsed, dry and unbroken.
- b) Metal - all metal food and beverage containers (up to number 10 sizes) which must be empty, rinsed and dry.
- c) Aluminum – aluminum can. Containers should be empty, rinsed, clean and dry. Aluminum foil and containers.
- d) Newspaper, Magazines and Junk mail – dry and tied in bundles with string or placed in brown (grocery) paper bags.
- e) Plastic Containers – Number 1 and Number 2 Plastic which must be empty, rinsed and dry, with tops, caps or lids removed.
- f) Corrugated Cardboard – Pieces not to exceed 2; x 3l, flattened, bundled and tied, placed next to bin.

Should the Connecticut Department of Energy and Environmental Protection determine any of the above items to be non-recyclable or determine new recyclable materials during the term of the contract, the Town and the Contractor will negotiate a method for terminating or adding collection of those items.

8. Ownership of Recyclable Materials. All recyclable materials placed for collection shall be owned by and are the responsibility of the Town upon placement at curbside. All recyclables picked up by the Contractor shall be disposed of as directed by the Town of East Haven. The Town, alone, shall be entitled to any profits or revenue obtained as a result of the collection and delivery of any of the recyclables collected under this agreement.

9. Containers. The Contractor shall leave at the point of collection any reusable containers and any protective covers used to keep material dry. The Contractor shall be responsible for any damage caused to reusable containers and protective covers by the Contractor. Contractor shall not be responsible for damage resulting from weather or normal wear or tear. Containers are to be placed back on the respective properties, and not thrown back on the ground. The contractor must provide containers at all school locations and municipal buildings.

10. Improperly Prepared Recyclable Materials. When the Contractor's crews encounter improperly prepared material or non-recyclable items, they shall adhere to the following procedures:

- a) For the first and second occurrence, the Contractor shall pick up all recyclable materials except those in a putrid condition, or those, which cannot be conveniently retrieved from the reusable container. Improperly sorted materials or contaminated materials will be left in the reusable containers or temporarily removed and returned to the reusable container. The collector shall place a Town approved advisory sticker on the container which will advise the resident that the material has not been properly separated and inform the resident how to separate properly.

b) On the third and subsequent occurrences at the same residence, the collector shall collect properly prepared recyclable material, as described in Paragraph a) above. In addition, the date and address shall be noted in the collector's log.

c) The Contractor shall supply data from the log to the Town as requested. It shall be the responsibility of the Town to contact residents who repeatedly place improperly sorted material for collection at the curb to encourage them to properly sort materials.

11. Missed Collection. The Contractor shall establish a procedure for receiving and responding to residential complaints of missed collections. A complaint about missed collection is a complaint received by 10:00 a.m. on the day following the regularly scheduled collection day. Missed collections shall be picked up by 5:00 p.m. on the day following the scheduled day for route collection. The Contractor shall also service those missed that call the Town.

12. Customer Information and Complaint Resolution. The Contractor shall maintain and staff a telephone from 8:30 a.m. – 4:30 p.m. Monday through Friday, except holidays. The staff shall be knowledgeable and courteous in answering East Haven customer information requests and resolving customer complaints regarding the recycling collection service. During non-business hours, and if the staff is unavailable for any period of time, a telephone recorder will be used to tape customer information requests and complaints. Calls must be returned by 4:30 p.m. if received by noon of the same day, or by noon of the following business day if received after 12:00 noon. All calls must be recorded in a log, noting date, time address, request or complaint and method of resolution. The log shall be made available to the Town on request. The Contractor shall meet with the Town as often as twice per month to review customer complaints and resolution. In any such complaints, the resident shall be presumed to be correct until proven otherwise.

13. Cleanup on Route. The Contractor shall pick up all blown, littered and broken material resulting from the collection and hauling operations. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material and a storage place for such debris.

14. Collections on Holidays. The Contractor is not required to provide collection service on Saturdays or Sundays or on major legal holidays or on federally observed holiday days as part of the normal collection schedule. Upon the implementation of the contract, the contractor will provide the Town with a list of holidays that will be observed by the contractor and as such collections will be delayed. If weather or other allowable conditions require that a collection be postponed, both recyclable materials and refuse will be collected on the re-scheduled day.

15. Ice and Snow Policy. The Contractor is not required to provide collection services on any day when ice or snow conditions are severe. This decision will require the approval of the Mayor or his/her designee. Residents will be reminded of this policy in promotional material.

16. Non-Participations. The Contractor is responsible for identifying residents who are consistently failing to separate waste and place recyclable materials at the curb. These residents will be identified by contractor collection personnel in accordance with procedures noted in Paragraph 10 b) above. It will be the responsibility of the Town to contact non- participants to encourage them to separate wastes and place recyclable materials at the curb.

ADDITIONAL REQUIREMENTS

- 1) Project Coordination. As Scheduled by the town or at the Contractor's request, the Contractor shall attend project status meetings when necessary.
- 2) Promotion and Education. The Contractor shall participate in Town directed promotion and education efforts as outlined below:
 - a) Once a year, distribution of notice of service availability to each targeted household during the first year and up to two notice distributions in subsequent years.
 - b) Distribution of notices of improperly prepared materials, of collection schedule changes, of unacceptable materials or any other pertinent information to residents as required.
 - c) Training employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
 - d) Availability once per year to participate in promoting the collection service at area fairs, neighborhood association programs or other community events.
 - e) Advice to the Municipality on promotion and education material content and presentation.

The Town is responsible for the development, printing and supplying of promotion and education materials.

3. Contractor Responsibilities.

- a) The Contractor shall establish the tare weight of each vehicle used for collecting recyclables. This will be done on certified scales and in the presence of a representative of the Town. Said vehicle shall be loaded at the time of weighing with approximately one- half of its fuel capacity, the containers (boxes, bins or drums) that will be used for recycling collection, and the driver who normally drives the vehicle.
- b) The Contractor shall weigh each vehicle load of recyclable materials that have been collected as part of this contract and submit the scales receipt to the Town on the tenth day of each month. Weighing will be conducted so as to permit separate determination of the weight of collected paper and the weight of other recyclables. The Contractor must keep all weighing records.
- c) If the Contractor is determined by the Town to be falsifying the amounts of recyclables collected, delivered, and/or sold, the Town reserves the right to terminate the contract and/or pursue other remedies available pursuant to applicable laws.
- d) The Contractor will, on a monthly basis, submit to the Town by the last business day of each month a report detailing all recyclable materials collected. This is to include white paper, mixed paper, bottles, cans, plastic scrap metal (when applicable), newspaper, magazines and junk mail. The appropriate weight slips must be available upon request. See 3(b) above.

COMPETENCY OF CONTRACTORS SUBMITTING PROPOSALS

1. Each bidder shall submit with the proposal a listing of recent similar work performed within the State of Connecticut. Submission of such 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 contract. Describe the bidder's qualifications and experience in similar work. Provide a listing of other cities and towns in Connecticut where the Firm is currently providing similar services. Include the number of households serviced, number of staff working in town on a daily basis, number of service vehicles in town each day, route stops/vehicle, number of supervisory and service discrepancy staff assigned for each town with the listing. Provide references, with current telephone numbers and contact names, for a minimum of three similar sized towns in which the Firm is providing the curbside pickup of MSW in a manner similar to those outlined in this ITB.
2. Each bidder shall have a minimum of three years of municipal or comparable residential collection experience as a refuse and recyclable material hauler, and must be familiar with the streets, municipal buildings, and schools in the Town of East Haven.
3. All contractors submitting proposals shall be responsible for familiarizing themselves with the Town and shall be responsible to inspect Roads, Condominiums, Municipal Buildings and Schools prior to their submission of a proposal.
4. Provide a concise written Project Approach, describing the manner in which the bidder intends to provide the services outlined in the ITB, including:
 - Staffing Plan. Describe the proposed staffing to be assigned to provide weekly curbside MSW for the residential households in the Town of East Haven. Include the number of anticipated stops each crew will make during weekly collections.
 - If you are also submitting a proposal to collect from (a) condominiums; and/or (b) Town and BOE facilities; and/or (c) the containers at the Town Landfill, please likewise describe your staffing plan for same.
 - Vehicle Assignment. Describe the vehicle fleet proposed to be assigned to provide the proposed weekly MSW collection services. Identify new vehicles and equipment the bidder anticipates adding to their fleet to service the Town of East Haven. Provide a general assessment of the condition, mechanical and cosmetic, of existing vehicles proposed for use. Additional information on vehicle capacities and condition, including an inspection of the bidders' existing fleet by the Town, will be required as part of the proposal evaluation.
 - Management Plan. List management personnel and the proposed methods of interacting with the Town and the Town's contracted disposal sites while administering the Contract. List supervisory and service discrepancy staff that will be available to interact with the Town and the East Haven residents being serviced on a weekly basis include their present workload serving other towns, businesses, etc. in a similar capacity.

- **Service Routing.** Outline the preliminary geographical service route divisions the bidder anticipates for weekly curbside service.
- **Startup Plan.** Include proposed procedure of takeover, timetable, interaction with current service provider, methods of adjusting service routes, and additional efforts the bidder anticipates will be needed while assuming the responsibilities outlined in this RFP. Residents shall not experience any noticeable decrease in service during the transfer of operations.
- **Financial Resources Statement.** Confirm that the Firm has the financial capability to successfully undertake this contract.

SUPPLEMENTARY CONDITIONS

1. **Bid Bonds** - Each contractor submitting a proposal shall be required to submit a proposal/bid bond in the amount of 10% of their total estimated bid proposal for the first year of the contract. Said Proposal-Bond shall be in compliance with the “TOWN OF EAST HAVEN BID BOND” (SECTION G) and shall be in the form of a certified check or surety bond from a T-List surety to the Town of East Haven for said amount.
2. **Performance Bond** – Each selected Contractor shall be required to provide to the Town of East Haven a Performance bond in the amount of 100% of the first-year contract price. Such performance bond must be received by the Town within four weeks of notification of award. The performance bond shall be written by a licensed surety agent authorized to transact business in the State of Connecticut and issued by a T-List surety. Said bond shall be renewed each year and filed with the Town by June 1st for the subsequent fiscal year and shall be substantially in compliance with the “TOWN OF EAST HAVEN PERFORMANCE PAYMENT BOND” (SECTION H) and shall comply, in all material respect to the requirements thereof.
3. **References.** In addition to the required bonds, the Contractor(s) shall be required to submit evidence of their ability to perform this contract and then maintain the necessary capital materials and machinery to conduct the work to the satisfaction of the Town and shall provide to the Town such references on the form included in these documents.
4. **Certificate of Insurance**

The selected Contractor(s) shall be required to provide such Certificates of Insurance for the types and limits of insurance specified in the Insurance requirements section of these documents. Such insurance must be kept in force during the life of the contract and shall expressly name (a) the Town of East Haven and (b) the owner and operator of the solid waste disposal facility to which the Contractor hauls and tips the MSW as **Additional Insureds**, with a hold harmless clause. Copies of the complete insurance policies shall be provided to the Town within 24 hours of the Town’s request.

5. Miscellaneous

- a. **Submission of bids.** Each contractor submitting a bid shall submit its bid on the form

provided. Each bid proposal shall be submitted in triplicate and signed by an **authorized agent** of the firm to constitute a valid bid. All proposals are to be submitted in triplicate and **sealed** in the envelope provided. Failure to comply with these requirements shall result in disqualification.

b. Non-collusive affidavits. Each contractor submitting a proposal shall submit the appropriate non-collusive affidavits included in these documents.

c. Non-discrimination in employment. Each contractor submitting a proposal shall submit the non-discrimination in employment and affirmative action statement included in these documents.

d. Notice of award(s) and execution of contract. All bidders expressly acknowledge and agree that within five (5) business days of receipt of notice of award and a contract from the Town, the successful bidder(s) shall execute and return to the Town, without alteration or modification, the contract provided by the Town.

e. Awarding criteria. The award(s) for municipal refuse collection shall be made on the basis of proposal price, the demonstrated expertise and experience of the contractor in providing similar refuse and recycling service to municipalities, and the contractor's demonstrated record of performance and customer service. The decision of the Town on the award will be final. The Contractor(s) to whom the award(s) are made will be notified at the earliest possible date. Failure of the successful bidder(s) to execute the contract provided by the Town within five (5) days of award shall constitute a default and entitle the Town to award to another bidder or re-bid.

f. Safety. Contractor(s) shall comply at all times with applicable federal, state and local laws, regulations, statutes, rules and ordinances, as well as the safety rules/regulations/policies/procedures of the solid waste disposal facility at which Contractor tips the MSW.

The Town reserves the exclusive right in the best interest of the Town, to reject any or all bids, and/or to determine the lowest responsible qualified bidders, based on the criteria stated herein.

**C. TOWN OF EAST HAVEN
MAIN PROPOSAL/BID FORM –
PAGE 1**

TO:

**James Keeley, Director of Finance
Town of East Haven
250 Main Street (Lower Level)
East Haven, Connecticut 06512**

The undersigned, having familiarized itself with the local conditions affecting the work and all provisions of the specifications and addenda, if any, hereby proposes to furnish all labor, materials, equipment and services to complete the Curbside Municipal Refuse and Recyclable Materials Collection, Residential Condominium Curbside Municipal Refuse and Recyclable Materials Collection, Municipal and Board of Education refuse and recyclable materials collection, and Municipal Landfill Site/Transfer Station Collections for the Town of East Haven for specified time period, in accordance with the Bid Specifications.

The Bid Surety is enclosed in the amount of **TEN PERCENT (10%)** of the Proposal/Bid for the first Fiscal Year of the Contract per the provisions of the specifications.

This Bid is being submitted in full compliance with all of the stated conditions and provisions of the Specifications.

Following award, the Bidder will execute the contract provided by the Town, without alteration or modification, within five (5) days of receipt and provide the required Certificates of Insurance, in accordance with the Insurance Requirements of the specifications, as provided by an insurance company duly authorized to write insurance policies within the State of Connecticut.

In addition, the Bidder will provide a **ONE HUNDRED (100%) PERCENT** Performance payment Bond in the amount of the **highest** one year's contract amount per the provisions of the Specifications from a licensed, T-List Surety Company, in accordance with the performance bond requirements.

In submitting this bid, it is understood that the right is reserved by the Town of East Haven to reject any and all bids and waive any informalities in the bids. Bidder agrees to hold its bid open and in place for a period of ninety (90) calendar days following submission.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any proposal or submitting of proposals for the Contract for which this proposal is submitted.

The Contract award will be made to the lowest responsible qualified bidder whose proposal best suits the needs of the Town but, the Town of East Haven reserves the right to reject any or all bids.

**C. TOWN OF EAST HAVEN
PROPOSAL/BID FORM – PAGE 2**

The Bidder proposes to provide Curbside Municipal Refuse and Recyclables Collection, Condominium Refuse and Recyclables Collection, Town and BOE Building Refuse and Recyclables Collection, and Municipal Landfill Site/Transfer Station Collections for the fees listed below herein. Each bid price includes all labor, materials, equipment, tools, transportation, hauling, disposal, overhead, fees and insurances, bond premiums, profit, and all other costs to cover the work called for in the ITB. No additional payment of any kind in the form of a surcharge will be made for work performed hereunder.

The Contract term shall start on **July 1, 2024, unless otherwise agreed.**

**C. TOWN OF EAST HAVEN
PROPOSAL/BID FORM – PAGE 3**

Bidders shall have the option to bid for one or more of the collection services for the base three-year term.¹

1. First year (July 1, 2024 to June 30, 2025) (All services hereunder):

(\$_____ per month x 12 months = \$_____)
(in numbers) (in numbers)

First year total \$_____ Dollars (\$_____)
(in words) (in numbers)

2. First year (July 1, 2024 to June 30, 2025)

- If not bidding to provide all services, specify which services are included, providing a breakdown on a separate piece of paper if necessary for each type of waste collection:_____.**

(\$_____ per month x 12 months = \$_____)
(in numbers) (in numbers)

First year total \$_____ Dollars (\$_____)
(in words) (in numbers)

3. Second year (July 1, 2025 to June 30, 2026) (All services hereunder):

(\$_____ per month x 12 months = \$_____)
(in numbers) (in numbers)

Second year total \$_____ Dollars (\$_____)
(in words) (in numbers)

4. Second year (July 1, 2025 to June 30, 2026)

- If not bidding to provide all services, specify which services are included, providing a breakdown on a separate piece of paper if necessary for each type of waste collection:_____.**

(\$_____ per month x 12 months = \$_____)

¹ A bidder may bid (a) Curbside 1-3 family MSW and Recyclables collections, and/or (b) Condominium MSW and Recyclables collections, and/or (c) MSW and Recyclables Collections at Town and BOE buildings; and/or (d) Municipal Landfill Collections, or all of the foregoing.

(in numbers)

(in numbers)

Second year total \$ _____ Dollars (\$ _____)
(in words) (in numbers)

5. Third year (July 1, 2026 to June 30, 2027) (All services hereunder):

(\$ _____ per month x 12 months = \$ _____)
(in numbers) (in numbers)

Third year total \$ _____ Dollars (\$ _____)
(in words) (in numbers)

6. Third year (July 1, 2026 to June 30, 2027)

If not bidding to provide all services, specify which services are included, providing a breakdown on a separate piece of paper if necessary for each type of waste collection: _____.

(\$ _____ per month x 12 months = \$ _____)
(in numbers) (in numbers)

Third year total \$ _____ Dollars (\$ _____)
(in words) (in numbers)

TOTAL (in words): _____

TOTAL (in numbers): _____

**C. TOWN OF EAST HAVEN
PROPOSAL/BID FORM – PAGE 4**

The information in this bid form is correct to the best information, knowledge, and belief of the undersigned. It is submitted without collusion with any person, individual or corporation.

Submitted/Attested by:

By:

Signature of Contractor's Authorized Representative

Typed Name of Contractor's Authorized Representative

Dated: _____

For:

Company Name

Company Address

City/Town

State

Zip Code

Contact person for Company: _____

Telephone: _____ **Fax #** _____

Bid Bond Carrier (*Bid Bond must be included with bid to be valid*)

Address: _____

Contact person for Bonding Company _____

Telephone number of Contact Person for Bid Bond Carrier _____

**C. TOWN OF EAST HAVEN
PROPOSAL/BID FORM – PAGE 5**

On this _____ day of _____, 2024 before me personally came
_____, known to me who did depose and say that he,
_____, of _____,
the company described herein, has executed this agreement.

(Seal)

Signed

Title

My Commission expires _____, 20_____

D. REFERENCES
PAGE 1

1. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____

2. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____

3. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____

4. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____

D. REFERENCES
PAGE 2

5. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____
6. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____
7. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____
8. Project Name: _____ Contract Amount: \$ _____
Location of Project: _____
Contact Person/Owner: _____
Address: _____
Telephone: _____

**E. TOWN OF EAST HAVEN
AGREEMENT FOR THE PROVISION OF CURBSIDE MUNICIPAL REFUSE AND
RECYCLABLES COLLECTIONS and MUNICIPAL LANDFILL SITE/TRANSFER STATION
COLLECTIONS**

TO BE PROVIDED VIA ADDENDUM

***F. AFFIRMATIVE ACTION STATEMENT REQUIREMENT FOR SEALED
BIDS, EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
REQUIREMENT – COVER PAGE***

Any vendor or bidder seeking to do business with the Town of East Haven must, upon request, supply the Finance Office with any information concerning the Affirmative Action/Equal Employment Practices of the vendor/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/ bidder and the Town of East Haven.

Note—

All vendor/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statements on an annual basis except as noted below:

2. All vendor/bidders with no more than ten (10) employees are exempt from this requirement:
3. All vendors/bidders that have completed this form within the last year:

If either of above applies, please indicate the:

a. Number of employees: _____

b. Completed this form within one (1) year:

yes ____ no ____

Date completed: _____

F1. Affirmative Action/Equal Opportunity Employment Statement: Basic Info

All bidders submitting a sealed bid will be required to complete the Affirmative Action and Equal Opportunity Statements. If the form has been completed in the past year; please include a photocopy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

Contact person

Company Name

Address and Zip Code

Telephone Number

Fax Number

Type of Organization (Please Check One)

_____Corporation

_____Partnership

_____Individual

If vendor/bidder filling this Application is not the above named company, please Provide the name address, telephone and fax of the reporting unit, branch agent, and representative.

Agent/Representative

Unit

Address and Zip Code

Telephone Number

Fax Number

**F2. Affirmative Action/Equal Opportunity Employment Statement
Questionnaire**

The vendor/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?

Yes____No_____

If yes, attach a copy.

2. In recruiting employees, are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

Yes____No_____

If yes, provide a brief description of what methods are employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

Yes____No_____

4. Please list by name and contact person, any local community agency, or other group providing minority and female placement service that you have contacted in the last twelve (12) months. If none, please state:

5. If additional means are employed to advertise or solicit minority and Female applicants for employment opportunities within you company Please indicate.

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities:

Yes_____No_____

If yes, attach a copy.

7. Please indicate the name and address of the company official(s) Responsible for conducting the Equal Opportunity/Affirmative Action Program for your company.

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of East Haven. The vendor is further advised the Affirmative Action Statement included with the bid document will become a part of the Contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete, and correct to the best of my knowledge and belief.

Signature

Title – Relation as to Contractor

Subscribed and sworn to before me on this _____ day of _____, 2024

(Seal)

Signed

Title

My Commission expires _____, 20_____

G. TOWN OF EAST HAVEN
BID BOND – PAGE 1

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____ as **PRINCIPAL**, and
_____ as **SURETY**, are held firmly bound unto the
Town of East Haven, Connecticut hereinafter called the “Town”, in the penal sum
of _____ Dollars, (\$ _____), lawful
money of the United States for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the Accompanying Bid, dated _____, 20_____,
for _____

NOW THEREFORE, if the Principal shall not withdraw its Bid within the period
specified therein after the opening of the same, or within any extended time period agreed to by
the Principal, Surety and Town, or, if no period be specified, within ninety (90) days after the
said opening, and shall within the period specified therefore, or if no period be specified, within
five (5) business days after the contract prepared by the Town is presented to it for signature, in
accordance with the Bid as accepted, and execute said contract and give performance bond with
good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such Contract or in the event of the withdrawal of said Bid within the
period specified, or failure to enter into such Contract shall pay the Town the difference between
the amount specified in said Proposal/Bid and the amount for which the Town may procure the
required work or supplies or both, if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of the
Proposal/Bid Bond as liquidated damages.

No extension of time or other modification of this Bid Bond shall be valid unless agreed
to in writing by the parties to this Bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument
under their several seals this _____ day of _____, 2024.
The name and corporate seal of each by its undersigned representative, pursuant to authority of
its governing body.

**G. TOWN OF EAST HAVEN
PROPOSAL/BID BOND – PAGE 2**

Attest:

Individual Principal

Business Address

Phone

Subscribed and sworn to before me on this _____ day of _____, 20 _____

(Seal)

Signed

Title

My Commission expires _____, 20 _____

Attest:

Corporate Principal – Affix Corp. Seal at Right

Business Address

Phone

Subscribed and sworn to before me on this _____ day of _____, 20 _____

(Seal)

Signed

Title

My Commission expires _____, 20 _____

**G. TOWN OF EAST HAVEN
PROPOSAL/BID BOND – PAGE 3**

Attest:

Surety – Affix Corp. Seal at Right

Business Address

Phone

Subscribed and sworn to before me on this _____ day of _____, 20 _____

(Seal)

Signed

Title

My Commission expires _____, 20 _____

H. PERFORMANCE BOND and EXECUTION OF CONTRACT INFORMATION

Subsequent to the award and within five (5) business days after the contract prepared by the Town is presented to Contractor for signature, the Contractor shall execute and deliver to the Town the contract provided by the Town, without alteration or modification by Contractor, in duplicate.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, at the time of Contract signing, furnish a performance Bond issued by a licensed, registered, authorized surety in a penal sum of at least the full amount of the first year of the contract as awarded, in the form included in the Specifications, which secures the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature employed or used by him in performing the work. Such Bond(s) shall bear the same date as the date of the Contract.

The current Power of Attorney for the person who signs for the Surety Company shall be attached to such Bond.

The failure of the successful Bidder to execute such Contract and to supply the required Bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the Town may grant based upon reasons determined adequate by the Town, shall constitute a default, and the Town may either award the Contract to the next responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty.

The Performance Bond furnished must be in favor of the Town of East Haven, Connecticut and executed by a Surety Company authorized to do business in the State of Connecticut. It shall be for 100% of the total Contract Price. The Bonds shall be on the prescribed forms.

H1. TOWN OF EAST HAVEN PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
and (2) _____ hereinafter called "Principal" and
(3) _____, of _____,
State of _____ hereinafter called the "Surety," are held and firmly
bound unto the Town of East Haven, Connecticut, hereinafter called "Town" in the penal sum of
_____ Dollars, (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain Contract with the Town dated the _____ day of
_____, 2024, a copy which is hereto attached and made a part hereof for the
provision of Curbside Municipal Refuse Collections and Town Landfill MSW Collections.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the Town with or without notice
to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall
fully indemnify and save harmless the Town from all costs and damages which it may suffer by
reason of Contractor's failure to do so, and shall reimburse and repay the Town all outlay and
expense which the Town may incur in making good any default and shall promptly make payment
to all persons, firms, subcontractors and corporations furnishing materials for or performing labor
in the prosecution of the work provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery equipment and tools, consumed or used in connection with the
construction of such work, and all insurance premiums on said work, and for all labor performed
in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise
to remain in full force and effect. Within seven (7) calendar days of receipt of notice from Town
of Principal's default, the surety shall immediately act to perform or cause to be performed the
Principal's obligations under the contract.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the Contract or to work to
be performed thereunder of the specifications accompanying the same shall in any way effect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2024

ATTEST:

(Principal) **(Witness)**

By **(Witness)**

Subscribed and sworn to before me on this _____ day of _____, 2024.

(Seal) _____
Signed _____

Title

My Commission expires _____, 20_____

(Principal) **(Witness)**

By **(Witness)**

Subscribed and sworn to before me on this _____ day of _____, 20_____

(Seal) _____
Signed _____

Title

My Commission expires _____, 20_____

(Surety)

(Witness)

By

(Witness)

Subscribed and sworn to before me on this _____ day of _____, 2024.

(Seal)

Signed

Title

My Commission expires _____, 20_____

**I. TOWN OF EAST HAVEN
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____

ss

County of _____

_____ being first duly sworn deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent)
_____ of the Bidder that submitted this Proposal/Bid.
2. He/She is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Proposal/Bid.
3. Such Proposal/Bid is genuine and is not collusive or a sham Bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with 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 any other Bidder, or to fix any overhead, profit or cost element of the Bid prices or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of East Haven or any person interested in the proposed contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including his affiant: and
6. That no officer or employee or other person whose salary payable in whole or in part from the Town Treasury is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof.

Signature

Title – Relation as to Contractor

Subscribed and sworn to before me on this _____ day of _____, 20 _____

(Seal)

Signed

Title

My Commission expires _____, 20 _____

**J. TOWN OF EAST HAVEN
NON- COLLUSION AFFIDAVIT OF SUBCONTRACTOR
PAGE 1**

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says that:

1. He/She is _____
of _____,
hereinafter referred to as the "Subcontractor."
2. He/She is fully informed respecting the preparation and contents of the
Subcontractor's Proposal submitted by the Subcontractor to
_____, the
Contractor for certain work in connection with

Contract pertaining to the project in _____ (Town or County and
State).
3. Such Subcontractor's Proposal is genuine and is not collusive or a sham bid.
4. Neither the Subcontractor nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any
way colluded, conspired, convinced or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham Proposal in connection with the
Contract or has in any manner, directly or indirectly, sought by unlawful agreement
or connivance with any other Bidder, firm or person to fix the price or cost element of
the price or prices in said Subcontractor's Proposal, or to secure through any
collusion, conspiracy, connivance unlawful agreement any advantage against the
Town of East Haven his representatives or any person interested in the proposed
contract.
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are
not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees, or parties
in interest, including this affiant.
6. No proposed subcontractor shall be disapproved by the Town except for cause.
7. The Contractor shall be as fully responsible to the Town for the acts and omissions of
his Subcontractor's and of persons either directly or indirectly employed by them, as
he/she is for the acts and omissions of persons directly employed by him.

J. TOWN OF EAST HAVEN
NON- COLLUSION AFFIDAVIT OF SUBCONTRACTOR
PAGE 2

8. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract.
9. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Town.

Signature

Title – Relation as to Contractor

Subscribed and sworn to before me on this _____ day of _____, 2024.

(Seal)

Signed

Title

My Commission expires _____, 20_____

**K. NOTICE TO LABOR UNIONS
OR
OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT**

To: _____
(Name of Union or Organization of workers)

The undersigned currently holds (a) Contract(s) with the Town of East Haven or (b) subcontract(s) with a prime Contractor holding such Contract(s).

You are advised that under the provisions of the above Contract(s) or Subcontract(s), and in accordance with the Executive Order 11246, dated September 24, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**HIRING, PLACEMENT, UPGRADING, TRANSFER,
DEMOTION, RECRUITMENT, ADVERTISING OR
SOLICITATION FOR EMPLOYMENT, TRAINING
DURING EMPLOYMENT, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, SELECTION FOR
TRAINING INCLUDING APPRENTICEMENT, LAYOFF,
OR TERMINATION.**

This notice is furnished to you pursuant to the provisions of the above Contract(s) or Subcontracts(s) and Executive Order 11246.

**COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS
PLACES AVAILABLE TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT**

<input type="checkbox"/> We are an open shop.	_____ Company Name
<input type="checkbox"/> We are a closed shop.	_____ Address
	_____ City and State
	_____ (Contractor or Subcontractor)

Date

L. TOWN OF EAST HAVEN INSURANCE REQUIREMENTS

To the maximum extent provided by law, the contractor shall indemnify, defend, and hold harmless the Town, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

- A. The Contractor(s) shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate(s) of Insurance that insurance shall be provided, and a copy shall be forwarded to the Town of East Haven within five (5) days of the contract effective date.
- B. General liability insurance policy with limits of at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. General liability coverage shall be written on ISO occurrence from CG 00 01, or a substitute form providing equivalent coverage. General liability must also include contractual liability.
- C. Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Commercial auto coverage shall be written on ISO form CA 00 01 1990 or later edition, or a substitute form providing equivalent coverage.
- D. Connecticut workers compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than the current minimum limits required by Connecticut law.
- E. Commercial umbrella liability policy in excess of those limits described above. Such policy shall contain limits of liability in the amount of \$4,000,000 for each occurrence. Coverage shall follow the form and be at least as broad as the General Liability, Commercial Automobile Liability, and Employer Liability part of the Workers Compensation coverage.
- F. Professional liability coverage with limits of at least \$1,000,000 per claim, \$1,000,000 annual aggregate.

Additional Provisions

Above insurance policies shall include the following provisions:

Additional Insureds: (a) The Town of East Haven, its elected and appointed officials, agents, and employees and (b) the owner and operator of the solid waste disposal facility to which the Contractor hauls and tips the MSW shall be named as additional insureds on all general liability, excess, umbrella, and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Town of East Haven.

Cancellation: The Town of East Haven shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications. The insurer shall give the Town 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Town shall be given 10 days advance notice of cancellation.

Waiver of Subrogation: The Contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation and otherwise, against the Town.

Identification: Policy must reference the Town's contract number and the agency name.

Insurance Carrier Rating: All insurance & bonds are to be provided by carriers authorized to issue such insurance in the State of Connecticut and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of East Haven.

Excess Coverage: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Town in this contract.

Verification of Coverage: The Contractor shall furnish the Town with Certificates of Insurance affecting and evidencing coverage required by this exhibit. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring Certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time.

Failure to Purchase or Maintain Insurance: If the Town or the contractor is damaged by failure of the contractor to purchase or maintain insurance required by this exhibit, the contractor shall bear all reasonable costs properly attributable thereto.

The Contractor agrees to indemnify, defend and hold harmless the Town for claims arising out of negligence and/or willful acts of the Contractor or any of its subcontractors in the performance of its services under this agreement.

The Contractor and its insurance carrier waive governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the Town of East Haven.

Promptly upon the request of the Town, the Contractor shall submit copies of its insurance policies to the Town of East Haven for review and/or approval. The Town of East Haven may, in

writing, notify the contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved.

These insurance requirements are accepted by the Contractor.

Signature

Title

Subscribed and sworn to before me on this _____ day of _____, 2024.

(Seal)

Signed

Title

My Commission expires _____, 2024.

APPENDIX A:

Pickup Days by Street

MONDAY Pick Up

Allikat Way
Arthur Court
Arthur Road
Batt Lane
Beach Ave.
Benjamin Road
Brazos Road
Brookfield Road
Carol Drive
Caroline Road
Cecelia Drive
Charnes Drive
Dale Place
Dale Street
Damen Drive
David Drive
Demeter Drive
Dora Drive
Dorian Drive
Edgehill Drive
Ellis Road
Englewood Drive
Farview Road
Felecia Drive
Fisco Drive
Foxon Hill Road
Garry Drive
Gay Street
Glenhaven Road
Glenmoor Drive
Hampton Road
Harmac Drive
Jeffrey Road
Jillson Drive
Joan Court
Josie Drive
Kelly Court
Kristan Court
Lynn Court
Manor Road
Maple Street
Maplevale Court
Maplevale Road
Maturo Road
Maynard Road

Medallion Court
Minor Road
Montaulk Ave.
Morgan Avenue
Morgan Terrace
Morris Road
Nicholas Drive
North High St.
(from Corbin to Rt 80)
North Street
Oakhill Drive
Old Town Hwy
Pequot Street
Pine Place
Pineview Drive
Rabbit Rock Court
Rabbit Rock Road
River Road
Robin Drive
Rock Road
Rock Terrace
Roses Farm Circle
Roses Farm Road
Rudy Way
Silver Sands Road
(Coe to S. End Rd)
Smith Street
South End Road
South Street
Stanton Road
Stoddard Road
Suppa Drive
Sylvan Hills Road
Thornton Drive
Virginia Road
Warwick Lane
Wildwood Drive
Zolan Drive

**INCLUDING ANY STREET NOT
REFERENCED ABOVE WITHIN
THESE GEOGRAPHICAL
BOUNDARIES**

TUESDAY Pick Up

Barker Street
Bellman Street
Bishop Street
Bradley Avenue
Bradley Street
Brockett Place
Carlson Place
Center Street
Columbus Avenue
Crest Avenue
Crisci Place
Deborah Lane
Dodge Avenue
(Thompson Ave to NH line)
Doran Street
Elm Court
Elm Street
Emma Road
Erico Drive
Estelle Road
Farm River Road
Forbes Place
Francis Street
Francis Street Ext
Frank Street
(Thompson to French)
French Avenue
Gerrish Avenue
Gerrish Avenue Ext.
Goodsell Road
Grant Street
Guilford Court
High Street
Highland Avenue
Hotchkiss Road Ext
Indian Springs La
Iver Avenue
Joyce Road
Judith Lane
Kenny Court
Kimberly Avenue
Kirkham Avenue
Kossuth Street
Landing Place

Leonard Street
Lincoln Street
Lynwood Place
Main Street
(High to NH line)
Mallard Lane
Margaret Court
Marie Drive
McKinley Avenue
Old Gay Street
Pardee Place
Pardee Place Ext.
Park Street
Pilot Circle
Pondview Circle
Pondview Drive
Robby Lane
Robert Drive
Roy Street
Saltonstall Pkwy
Saltonstall Pl
Sanford Street
Sidney Street
Sidney Street Ext.
Taylor Avenue
Treadwell Street
Tuttle Place
Tyler Street
(Thompson to Gerrish)
Ure Avenue
Viking Street
Washington Avenue
Wilson Street

**INCLUDING ANY STREET NOT
REFERENCED ABOVE WITHIN
THESE GEOGRAPHICAL
BOUNDARIES**

WEDNESDAY Pick Up

Barberry Road
Bartlett Road
Borrelli Road
Boston Avenue
Bretton Street
Burgess Street
Burr Street
Carmen Street
Cass Street
Charter Oak Ave
Chidsey Avenue
Church Street
Colonial Heights Rd
Congress Street
Cortina Road
Cutters Lookout
Deerfield Street
Dodge Ave
(Thompson to Hemingway)
Donald Street
Duncan Street
Duval Street
Dwight Place
Edgar Street
Edward Street
Farm Meadow Road
Foote Road
Forest Street
Forest Street Ext.
Frank Street. (Thompson to Hemingway)
Gerald Street
Gloria Place
Gordon Street
Grove Street
Haines Street
Half Mile Road
Harrington Avenue
Hemingway Avenue
Holmes Street
Hotchkiss Road
Hudson Street
Hughes Street
James Street
Jardin Drive
Julius Street
Kenneth Street
Lenox Street
Liberty Street
Martin Road

Mass Avenue
Mill Hill Circle
Mill Pond Heights
Moulthrop Street
Nicesca Drive
North High Street (Corbin to High)
Northeast Drive
Osmond Street
Park Place
Penn Ave
Prospect Place Ext
Prospect Road
Quarry Circle
Richmond Street
River Street
Roma Street
Rowe Court
Rowe Street
Salvatore Court
Salvatore Drive
St. Andrews Ave
St. Paul Avenue
Thomas Place
Thompson Avenue
Thompson Street
Timberland Drive
Tyler St (Thompson to Hemingway)
Tyler Street Ext.
Union Avenue
Victor Street
Village Place
Waldo Street
Walter Street
Warner Road
Warner Street
Windsor Street
Wood Terrace

**INCLUDING ANY STREET NOT
REFERENCED ABOVE WITHIN
THESE GEOGRAPHICAL
BOUNDARIES**

THURSDAY Pick Up

Alpine Drive
Angela Drive
Ann Street
Atlanta Court
Bennett Road
Blake Court
Borrman Road
Branhaven Drive
Brennan Street
Circle Drive
Clancy Street
Corbin Road
Crestwood Drive
Cross Street
Dell Drive
Diaz Street
Eddon Drive
Eldred Drive Ellen Place
Falcon Crest Drive
Florence Street
Foxon Blvd
Roxon Road
Gabriel Street
Gene Street
Genessee Street
Grannis Street
Green Glen Terrace
Green Street
Griswald Street
Hellstrom Road
Hemlock Drive
Howe Court
Humbert Street
Hunt Lane
Hurlburt Drive
Jane Court
Joffre Street
John Street
Karen Way
Laurel Street
Legend Lane
Letis Court
Leigh Drive
Lisa Lane
Linbergh Street
Lucy Street
Mario Court
Martha Street
Mary Street

McLay Avenue
Miami Street
Michael Street
Mill Street
Morton Court
Mountainview Terrace
Navarro Road
Newton Street
Nicole Court
Old Foxon Road
Paul Street
Pershing Street
Pleasant Avenue
Raymond Court
Red Bluff Road
Renshaw Drive
Richard Way
Ridge Place
Rizzo Street
Rose Street
Rose Street Ext
Russo Ave
Savoy Street
Sharon Drive
Sleepy Hallow Circle
South Strong Street
Sperry Lane
Strong Street
Strong Street Ext
Sunset Road
Taft Street
Thomas Court
Van Horn Drive
Valle View Drive
Venice Place
View Street
View Terrace
Vineyard Lane
Weber Street
West Street
Wheelbarrow Lane
Willow Road

**INCLUDING ANY STREET NOT
REFERENCED ABOVE WITHIN
THESE GEOGRAPHICAL
BOUNDARIES**

FRIDAY Pick Up

Allen Court
Atwater Street
Atwater Street Ext
Austin Avenue
Boxford Street
Bradford Street
Brown Road
Cambridge Court
Catherine Street
Center Avenue
Chester Place
Clark Avenue
Clearview Avenue
Cliff Street
Coe Avenue
Cold Springs Street
Coolidge Street
Cosey Beach Avenue
Cosey Beach Road
Dewey Avenue
Edgemere Road
Elliot Street
Fairview Avenue
Ferrara Drive
First Avenue
George Street
Gurney Street
Hartman Avenue
Harwich Street
Henry Street
Hilda Street
Hill Street
Hilton Avenue
Hobson Street
Holland Road
Hoopla Lane
Jamaica Court
Ledyard Place
Mansfield Grove Road
Meadow Place
Meadow Street
Monte Circle
Myrtle Avenue

Naugatuck Avenue
North Atwater Street
O'Donnell Court
Old Stone Lane
Oregon Avenue
Ozone Road
Palmetto Terrace
Pevetty Drive
Phillips Street
Pinto Drive
Piscitelli Circle
Pond Street
Rayham Road
Redfield Street
Rockview Road
Sabre Drive
Salerno Avenue
Seaview Avenue
Second Avenue
Seneca Terrace
Short Beach Road
Sorrento Avenue
Soundview Avenue
Stevens Street
Suffield Place
Summit Avenue
Sutton Place
Talmadge Avenue
Vera Street
Vernon Street
Vista Drive
Whalers Pont
Wheaton Road
Whitman Avenue
Wilkenda Avenue
Williams Street
Woodland Avenue

**INCLUDING ANY STREET NOT
REFERENCED ABOVE WITHIN
THESE GEOGRAPHICAL
BOUNDARIES**

APPENDIX B

CONDOMINIUMS

Condominium Complex	Number of Units	Address	# of Containers and Size	Frequency of Pickup
Birches	198	213 Thompson St	12-8yds. (4 owned)	Wednesday
Bradford Cove	6	42 Mansfield Grove Rd	Hand pickup	Wednesday
Breezewood	90	130 Coe Ave	2-6yds.	Tuesday
Centerview	10	41 High St	1-6yds.	Thursday
Coleman Court	22	60 Coleman St	1-6yds.	Tuesday
County Walk	16	Country Walk Lane	2-6 yds.	Thursday
Countryside	130	75 Redwood Dr	4-8yds. Condo own	Thursday
East woods	56	65 Russo Avenue	3-6yds.	Thursday
Farm River	24	75 Saltonstall Pkwy	1-6yds.	Thursday
Four Beaches	135	1 Mansfield Grove Rd	3-6yds.	Tuesday & Friday
Foxwood	14	121 Russo Ave.	1-6yds.	Thursday
Golfcrest	18	Pinehurst Dr	1-8yds	Thursday
Greenview	34	Golf Dr	2 - 6yds	Thursday
Hillside Court	5	55 Gay St	1 - 4yds.	Thursday
Holly Farms	50	Allison Way	2 - 6yds	Tuesday
Laurel Pond Village	20	226 Laurel St	2 - 6yds.	Thursday
Ledgeview	96	330 Short Beach Rd	3 - 6yds	Tues pickup Fri. contracted
Mansfield Landing	44	233 Mansfield Grove Rd	Hand pickup	Weekly By Hand, Fri.
Massimino Commons	2	301 High St.	1 - 4yds.	Tuesday
Ocean Village (cluster)	15	161 Cosey Beach Rd	2 - 6yds.	Tuesday
Old Town Landing	42	175 South End Rd	3 - 6yds.	Friday

Parkside	50	Roma & Kenneth St	2 - 6yds.	Tuesday both Friday Kenneth only
Redwood Village (cluster)	21	654 Laurel St	Hand Pick up	By Hand, Thursday
Seascape	75	560 Silver Sands Rd	5 - 6yds.	Friday
Shannon's Corner	24	365-385 Coe Ave	2 - 6yds.	Tuesday
Shell Beach	47	2 Old Town Hwy	Hand Pick up	Weekly By Hand, Mon
Silver Beach	12	661 Silver Sands Rd	1 - 6yds	Friday
Silver Meadows	17	30 Silver Sands Rd	2 - 6yds.	Tuesday
Southwind	12	123 Cosey Beach Rd	1 - 6yds.	Tuesday
Steepleview	16	63 Coleman St	1 - 8yds.	Tuesday
Thompson Gardens (East)	144	55 Thompson St	7 - 6 yds.	Thursday
Thompson Gardens (west)	220	140 Thompson St	20 - 8 yds.	Monday
Trolley Crossing	58	173 Russo Ave	5-6 yds.	Thursday
Victoria Beach	56	Cosey Beach Ave	Hand Pick up	Weekly By Hand, Tue
Village	57	364 Main St	3-6 yds.	Tuesday & Friday
Village Commons	26	218-230 Thompson St	1 - 3 yds. Rollers 1 - 2 yds. Rollers 1 - 6 yds.	Wednesday
Whalers Point	27	Whalers Point Rd	Hand pick up	Weekly By Hand, Fri

APPENDIX C (Trash)

MUNICIPAL BUILDINGS

Location	Number & Size Containers	Frequency of Collection	Addresses
Fire Station – Main St- Sta. 1	1 – 6 yds.	Three times weekly	200 Main St.
Route 80 – Station 3	1 – 6 yds.	Three times weekly	1480 North High St.
George St – Station 4	1 – 6 yds.	Three times weekly	85 George St.
Short Beach – Station 6	1 – 6 yds.	Three times weekly	Short Beach Rd
Town Hall	1 – 6 yds.	Three times weekly	250 Main St.
Public Services Facility	1 – 8 yds.	Three times weekly	461 North High St.
Police Station	1 – 6 yds.	Three times weekly	471 North High St
Senior Citizen Center	1 – 6 yds.	Three times weekly	91 Taylor Ave.
Foxon Recreation Hall	1 – 6 yds.	Twice weekly	71 Hudson St.
Kennedy Field	1 – 6 yds.	Three times weekly	Maple St
Athletic Complex	1 – 6 yds.	Daily	71 Hudson St.
Momauguin	1 – 6 yds.	Three times weekly	99 Cosey Beach Ave
Library	1 – 4 yds.	Weekly	227 Main St.
Town Beach	1 – 8 yds.	Daily	Cosey Beach Ave

APPENDIX C1: RECYCLING – MUNICIPAL BUILDINGS

APPENDIX D (Trash)

BOARD OF EDUCATION BUILDINGS

Location	Number & Size Container	Frequency of Collection	Addresses
Hays School	1-6 yds	Daily	1 Maple St.
Overbrook School	1-8 yds	Daily	54 Gerrish Ave.
Old High School (Tyler Street)	1-6 yds	Daily	200 Tyler St.
Tuttle School	1-6 yds	Daily	108 Prospect Rd.
Carbone School/Middle School	3-6 yds	Daily	67 Hudson St.
D.C. Moore School	1-8 yds	Daily	82 Elliot St.
Momauguin School	1-8 yds	Daily	99 Cosey Beach Rd
Deer Run School	1-6 yds	Daily	311 Foxon Rd.
Ferrara School	1-8 yds	Daily	22 Maynard
High School	Compactor	Bi -Weekly	35 Wheelbarrow Lane
High School	1-30 yds Bulk	Monthly	35 Wheelbarrow Lane

APPENDIX D1 – RECYCLING at BOE BUILDINGS

APPENDIX E

ESTIMATED TONNAGE OF MSW & BULK

(not including metals or
white goods)