The Town of East Haven is seeking Private Waste Management Firms to enter into a two (2) year contract, with options to extend three additional two (2) year terms, to accept and dispose of an average of 1100 tons of municipal solid waste (MSW) generated within the Town of East Haven.

Specifications and the form of proposal on which bids must be submitted to the Purchasing Department, East Haven Town Hall, 250 Main Street, East Haven, CT 06512 via USPS, UPS or FEDEX or dropped off in the Purchasing Agent Mailbox on or before due date, Documents as well as Addenda, may be downloaded at https://www.townofeasthavenct.org/bids-rfps or a PDF version may be obtained by e-mailing a request to dcummings@townofeasthavenct.org

It is the responsibility of the vendor to check the Town’s website for such addenda prior to submission of any Bid or RFP. Failure to address any addenda relating to the bid of interest may disqualify submitted and or proposals.

It is the sole responsibility of the responder to make sure the proposal is in the hands of the proper authority prior to the opening.

The last day to submit questions to dcummings@townofeasthavenct.org is Friday, June 24, 2022 at 12:00PM.

Sealed proposals (1 original and 3 copies) will be received at the Purchasing Office, East Haven Town Hall, 250 Main Street, East Haven, CT 06512, Attention: Dawn Cummings, Purchasing Agent to be held in the Purchasing lock box, on or before Monday, June 27, 2022 at 10:30 a.m. at which time they will be publicly opened.

The Town of East Haven reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of East Haven.

Dawn Cummings,
Purchasing Agent
INTRODUCTION:
The Town of East Haven is seeking Private Waste Management Firms to enter into a 2 year contract, with options to extend three additional two year terms, with a tipping fee reset, to accept and dispose of a monthly average of 1100 tons of municipal solid waste (MSW) generated within the Town of East Haven.

SCOPE OF SERVICE:
The contract will begin July 1, 2022. The Town of East Haven will, at various times throughout the contract period, direct the haulers to the vendor’s facility. The total tonnage on the contract will not exceed 12,000 tons annually.

The Town, at its sole cost and expense, will cause MSW controlled by it to be delivered to the delivery location. The Vendor shall accept and dispose of the MSW in accordance with local, state and federal regulations. Total wait time for queuing, weighing in, tipping, weighing out, and exiting the Vendor’s facility shall not exceed one hour. If wait time exceeds one hour, the Vendor will be assessed a fine of $100 for each occurrence.

PROPOSAL SUBMISSION REQUIREMENTS:

- A set fee per ton ($/ton) to accept the Town of East Haven’s MSW. East Haven is not seeing a variable or seasonable fee structure. Evidence of capacity (legal, financial and physical) to accept and dispose of amount of MSW stated in their proposals
- A written commitment and description of the Vendor’s plan to accept East Haven’s generated MSW with wait times under one hour, or pay a $100 per incident fine
- At least three (3) business references (name, address and phone number) from Connecticut municipalities.

SELECTION CRITERIA:
The Town of East Haven will evaluate proposals received based on the following:

- Fee per ton ($/ton) to accept MSW
- Qualifications, performance and track record providing similar services to other Connecticut municipalities
- Evidence of capacity to accept and dispose of requested tonnage
- Demonstration of an understanding of services required including Vendor’s commitment and plan to accept MSW with wait time less than one hour or pay a $100 per incident fine
- References
GENERAL BID SPECIFICATIONS

Bids shall be made on the bid forms furnished by the Town, without alteration. Bids shall be submitted in a sealed envelope, stating on the outside of the envelope the words “BID DOCUMENTS”, the Town’s bid number, the title of the Project, the title of the bid package for which a bid is being submitted, and the time and date of the bid opening. All bidders shall provide two copies of their bid, unless otherwise stated.

Bids received after the bid opening deadline shall be rejected. All spaces on the bid form must be filled in with figures and words or the Town, in its sole discretion, may reject the bid as non-responsive. No faxed or emailed bids are allowed.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the bidder to perform the work and the bidder shall promptly, upon the Town’s request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a bid if, in the Town’s sole discretion, the Town determines that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the bidder is not in the best interest of the Town. Conditional bids will not be accepted.

**Subcontractors:** The bidder is specifically advised that any person, firm or other party to whom bidder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful bidder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the bidder is not required to attach such information to its bid, the bidder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

**MODIFICATION:** Any bidder may modify his/her/its bid prior to the scheduled deadline for receipt of bids. See paragraph one above. The bidder wishing to modify its bid shall submit such modified bid in accordance with paragraph one above, shall unequivocally indicate that its prior bid is superseded by the modified bid and shall submit its modified bid in an envelope clearly marked “MODIFIED BID”.

**ERRORS:** The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the bid, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of East Haven.

**PERMITS/LICENSES:** All applicable permits and licenses shall be obtained at the sole cost of bidders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town’s Invitation to Bid or Instructions to Bidders.
OBLIGATIONS OF BIDDER: Each bidder shall, prior to submitting a bid, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Bidders shall be presumed to have read and to be thoroughly familiar with the specifications and all bid documents. The failure of any bidder to request, receive or examine any information or the failure of the bidder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any bidder from any obligation in respect to the bid and shall not subject the Town to any liability whatsoever.

Furthermore, the bidder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of East Haven Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the bid documents.

WITHDRAWAL OF BIDS: Bids may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the bid opening deadline.

Negligence or mistake on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

“OR EQUAL” CLAUSE: Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or bid documents.

NON-COLLUSIVE BID STATEMENT: All bidders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked

PERFORMANCE BOND: To ensure the proper performance of services in conformity with the specifications provided, bidders shall provide a performance bond, at the bidder’s expense, for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury’s List of
Approved Sureties and subject to approval by the Town.

**INSURANCE:** The successful bidder will, prior to commencement of the contract term, provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful bidder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Bidders agree to furnish Certificates of Insurance to the Town, certifying coverage to be in effect for the term of this contract and that the Town will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Bidder.

I. WORKERS COMPENSATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connecticut</td>
<td></td>
</tr>
<tr>
<td>Applicable Federal</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$100,000 per Accident</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease per Employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

II. COMMERCIAL GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Personal Injury/Advertising</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 3,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Body Injury and Property Damage</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>
III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

| Liability (Combined Single Limit) | $1,000,000 |

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

IV. UMBRELLA/EXCESS LIABILITY (If Required)

| Liability Limit – Each Occurrence over primary | $5,000,000 |
| Self-Insured retention | $10,000 |

V. POLLUTION LIABILITY (If Required)

| Bodily Injury and Property Damage | $1,000,000 Each Occurrence |
| | $1,000,000 Aggregate |

VI. The Town of East Haven shall be named as an additional insured on all insurance policies, except Workers Compensation. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of East Haven on all policies.

VII. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of East Haven and East Haven Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder’s negligence.

ITEM VI AND VII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED “DESCRIPTION OF OPERATION”

**Occupational Safety and Health Administration Requirements; Safety Compliance:** According to Connecticut General Statutes, Section 31-53b (a), each contract entered into on or after July 1, 2007 for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars ($100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner
that all employees performing manual labor on or in such public building, pursuant to such contract, have
completed a course of at least ten hours in duration in construction safety and health approved by the federal
Occupational Safety and Health Administration or, in the case of telecommunications employees, have
completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize
itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to
ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with
all federal, state and local safety standards, rules and regulations.
INDEMNITY/HOLD HARMLESS: The contractor’s and subcontractor’s insurance policies will be endorsed to provide for the Town of East Haven to be named as an additional insured. To the fullest extent permitted by law, the contractor will defend, indemnify and save harmless the Town of East Haven from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of the awarded contract.

CERTIFICATE OF INSURANCE: The contractor, prior to the start of any work under this contract, shall provide the Town’s Purchasing Office with a certificate of insurance to conform to the following:

a. Form(s) acceptable to the Town of East Haven.
b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
c. Policy dates must cover the term of this contract.
d. Certificate will provide for at least 30 days’ notice to the Town of East Haven prior to cancellation.
e. All additional insured certificates are to list the Town of East Haven.

Under no circumstances shall the contractor begin to provide services until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town’s Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the bid submissions, bidders shall possess the necessary license(s) to perform the work that is the subject of this invitation to bid.

NON-RESIDENT Vendors: Out of state contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of
Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments.
under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town’s Charter and Ordinances. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.
CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of East Haven reserves the right to award the work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of East Haven.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted shall be the net prices delivered into the Town of East Haven. Town of East Haven reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to same. Bidders must include Federal ID number to be considered for bid approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES
If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 et seq., the Town of East Haven shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of East Haven, East Haven Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

RESERVED RIGHTS OF TOWN:
The Town of East Haven reserves the right to accept or reject any or all bids or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of East Haven. Further, the Town reserves the right to split bids and quotations among two or more bidders.

The Town reserves the right to reject any bid submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town’s requirements (i.e., bonding, insurance, qualifications, responsibility).
DISCREPANCY IN BID FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of East Haven hereby notifies all bidders that the Town’s contract with the successful bidder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of East Haven and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of East Haven and due from/payable by Vendor.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to dcummings@townofeasthavenct.org at least seven (7) days prior to the bid opening date. Bidders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the bid opening deadline.

All Applicable Statutes, Codes, Regulations and Laws to Be Complied With: All services shall be provided in strict accordance with all applicable federal, state and local laws.

Pre-Bid Meeting(s): Failure to attend a mandatory pre-bid meeting may be deemed, by the Town, grounds for rejection of your bid.

 Provision of Bid Packets, Submission of Bids: Bid packets will be mailed upon request. Bid packets will not be faxed.

Please include one original and three copies of your bid unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH BID #, BID DATE, AND BID TITLE ONLY.
Ownership of Documents – All qualification statements, proposals and bids submitted by bidders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this invitation to bid is to be the sole property of the Town unless stated otherwise in the invitation to bid or contract.

Timing and Sequence – Timing and sequence of events resulting from this invitation to bid will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a bidder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any bidder in preparing and submitting a bid.

No Conflict of Interest: Bidder certifies, by submitting a bid, that no owner, employee or family member (defined for purposes of this invitation to bid as a spouse, parent, sibling or child) of an owner or employee of bidder is a current or former employee or public official of the Town. Bidder further certifies that no owner or employee of bidder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Bidder’s independent judgment or action in the performance of the proposed duties. Bidder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to bid. Bidder hereby covenants and agrees that no employee, elected official or appointed official of the Town has any interest in this Agreement or will directly or indirectly benefit therefrom.

Confidential Information

Bidder shall cause all persons under bidder’s control who are providing services or materials under or through bidder’s contract with the Town to preserve and protect all information of the Town to which they may have access during the performance of work as confidential.
COMPLETE AND RETURN

RFP #:

RFP

BID FORM

TO: Purchasing Agent

East Haven Town Hall
250 Main Street
East Haven, CT 06512

I have received the bid documents entitled ________________________________
and dated ________________________________

I have received Addenda dated as follows: ________________________________

I have considered and included the provisions of the bid documents noted above in my bid. I
have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

1. To hold my bid open until 60 days after the date on which bids are due.

2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded
   on the basis of this bid, according to the contract form provided by the Town of East Haven.

3. To perform the services in compliance with the Bid Specifications and Contract Documents and
to the extent that there is a conflict between the provisions of any bid documents, the order of
precedence shall require me to provide the item or service that is of the greater value or benefit to
the Town of East Haven.

4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued
   by the Town and to timely and diligently perform the contractual services.

5. I acknowledge that the Town of East Haven reserves the right to accept or reject any or all
   bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof
   submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of
   East Haven.

__________________________  ____________________________  ______
Name                        Title                        Date
NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official or other officer or employee or person whose salary is payable in whole or in part from the Town of East Haven or its Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of East Haven to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of ______________________

Subscribed and sworn before me this _________ day of ______________________, 2022.

Legal Name of Respondent: ________________________________

Business Name: _______________________________________
Business Address: ______________________________________

____________________________

Signature and Title of Person

By:_________________________  My Commission Expires: ______________
Notary Public  Date: ______________
The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

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

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

3. The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of East Haven to consider the bid and make an award in accordance therewith.

__________________________

Legal Name of Bidder

__________________________

Business Address

__________________________

Signature and Title of Person Authorized to Sign

__________________________

Printed Name
**RFP #_____ Disposal of the Town of East Haven’s Municipal Waste Price Page (to be submitted with the last page):**

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<th>Year</th>
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**Add Alt.1 pricing:**

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**Add Alt.2 pricing:**

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</tbody>
</table>

**Option:** To extend three additional two year terms with a tipping fee reset.

**COMPLETE AND RETURN**
You are required to furnish the following information to the Town of East Haven to be submitted with the Price Page:

Name and address of Company ________________________________
(Print or type)

________________________________________________________

Name and Title of Agent of Company _________________________
(Print or type)

Signature: ______________________ Date: ________________

Telephone: _______________ Email: ________________

Fax: _______________ Federal I.D. Number: ________________