

INVITATION TO BID

The Town of Newington will accept bids for removal services of stockpiled leaves and grass clippings. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available in the office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at www.newingtonct.gov, under Doing Business, Current Bids. Sealed bids will be received at the Office of the Town Manager until 2:30 PM on April 11, 2012, when they will be publicly opened. The Town of Newington reserves the right to reject any or all bids.

John L. Salomone
Town Manager

Bid No. 2, 2011-12

TOWN OF NEWINGTON

STOCKPILED LEAVES/GRASS CLIPPINGS REMOVAL SERVICES

BID SPECIFICATIONS

INTENT

It is the intent of these specifications to select a contractor to provide stockpiled leaves/grass clippings removal services to the Town of Newington beginning on July 1, 2012 and ending June 30, 2015.

BID PROCEDURES

All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be opened publicly at 2:30 p.m. on April 11, 2012 in the Town Manager's Office. Sealed bid envelopes should be clearly labeled "Bid No. 2, 2011-2012, Stockpiled Leaves/Grass Clippings Removal Services".

The Town reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable.

INQUIRES

Any questions regarding this bid shall be addressed Assistant Highway Superintendent Robert Hillman, telephone (860) 667-5810. All inquires shall be made prior to noon on April 9, 2012, to allow sufficient time for preparation of an addendum, should one be necessary.

SPECIFICATIONS

The Contract and Bid Form attached are an integral part of these specifications and shall be made a part thereof.

EVIDENCE OF ABILITY TO PERFORM

The successful bidder must, within twenty (20) days of notice of award show satisfactory proof that specified acceptable vehicles have been procured or are on order. Such proof must be established to the satisfaction of the Town Manager.

ACCEPTANCE PERIOD

The proposal submitted on the Bid Form shall remain in effect for a period of not less than sixty (60) days from the date the bids are opened. The Town of Newington shall have the right to accept any of the bid proposals at the price submitted during that sixty (60) day period.

BASIS OF AWARD

Contract award shall be based upon the lowest total cost (includes transportation costs) to remove and legally dispose of approximately 15,000 cubic yards of leaves and approximately 3,000 cubic yards of grass clippings annually (based on Town historical data) from Town collections for the period of July 1, 2012 through June 30, 2015. The Town can not guarantee a minimum number of cubic yards of leaves of grass clippings.

COSTS

All costs for the requirements contained in the Contract and these specifications shall be included on the Bid Form.

TOWN OF NEWINGTON

STOCKPILED LEAVES/GRASS CLIPPINGS REMOVAL SERVICES

CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, by and between the TOWN OF NEWINGTON, a municipal corporation located in the State of Connecticut, acting herein by its Town Manager duly authorized and hereinafter referred to as the "Town", and _____ of the Town of _____, of the State of _____ acting herein by its _____ duly authorized and hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, THE TOWN desires to secure stockpiled leaves/grass clippings removal services for its residents: and

WHEREAS, the CONTRACTOR desires to furnish such stockpiled leaves/grass clippings removal services, upon terms and conditions hereafter set forth and based upon a competitive bid previously submitted;

NOW, THEREFORE, and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto covenant and agree as follows:

I. MATERIAL ACCEPTABLE FOR REMOVAL

- (a) Loose leaves and grass clippings stockpiled at the Town landfill.

II. PLACES TO BE SERVED BY THE CONTRACTOR

- (a) The CONTRACTOR shall collect stockpiled leaves and grass clippings from the Town's vegetation landfill, located on Main Street, south of Churchill Park.

III. TIME AND FREQUENCY OF COLLECTION

- (a) The CONTRACTOR agrees to furnish the TOWN a truck within 48 hours of request by the Town and agrees to continue to provide trucks until all material is removed from the Town's landfill.

IV. LEAVES/GRASS CLIPPINGS DISPOSAL

The CONTRACTOR shall, without additional cost to the TOWN, use facilities for the final disposal of leaves and grass clippings collected under this contract which are approved by the Town Manager. The disposal site shall be currently registered with the Connecticut Department of Energy and Environmental Protection for such activity and such registration shall remain in effect throughout the life of this contract.

V. EQUIPMENT

- (a) All vehicles used for the collection or disposal of leaves and grass clippings shall be fully enclosed on the sides so as to prevent spillage during transit. The load shall be covered at all times; except when additions to the load are being made, so that none of the contents shall fall or spill therefrom. Provision and use of a tarpaulin or canvas cover to enclose open bodies of collection vehicles shall be permitted, but only when specifically approved by the Town Manager. CONTRACTOR shall provide personnel and equipment to load his vehicles, if the Town selects the Base Bid on the Bid Form. If the Town selects Alternate One on the Bid Form, the Contractor shall not be required to provide personnel and equipment to load its vehicles.
- (b) The CONTRACTOR shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of leaves and grass clippings. Each such vehicle and piece of equipment shall be inspected and approved by the Town Manager or his designated representative before being placed into service, and shall be at all times subject to inspection. The CONTRACTOR shall keep the interiors of said vehicles and equipment reasonably clean and odorless, considering the nature of the work, and shall comply within twenty-four (24) hours with any order of the Town Manager to rectify an unclean or odorous condition.
- (c) Every truck or vehicle used for the collection and disposal of leaves and grass clippings shall be kept clean and well painted on the outside.
- (d) The CONTRACTOR may, at its option and its risk, park vehicles and equipment used in the performance of this contract at the Town Highway Garage, Milk Lane, or at the Town landfill on Main Street, subject to the provisions of Article XII of the Contract.
- (e) The CONTRACTOR shall maintain all vehicles, in strict compliance with federal and state motor vehicle laws and regulations. Failure to do so shall be grounds for termination of this Contract.

VI. CONTRACT DURATION

- (a) This Contract shall be for the period of three (3) years beginning July 1, 2012 and ending June 30, 2015, provided the Contract is not earlier terminated for cause by the Town of Newington.
- (b) However, upon mutual agreement and negotiation of fees between the Town of Newington and the CONTRACTOR, this Contract may be extended up to forty - eight (48) months through two separate, written two year extensions. If the CONTRACTOR is desirous of extending the then existent Contract, it must notify the Town Manager, in writing, to this effect not less than ninety (90) days before the termination of the original term of the Contract and shall comply with the provisions of Section VII "BOND AND INSURANCE" of the existing Contract.

If the Town Manager agrees to this extension, the Town shall so signify in a written response to the Contractor.

VII. BONDS AND INSURANCE

(a) CONTRACTOR hereby warrants and represents that it shall, on or before the effective date of this Contract, file with the Town Manager a Performance Bond and a Labor and Materials Payment Bond, covering faithful performance of the Contract and payment of obligations arising thereunder. Such bonds shall be in the full amount of pro-rata annual cost for service during the ensuing calendar year, as a guarantee that the terms of the Contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has a Best's rating of B+ or better.

(b) CONTRACTOR hereby warrants and represents that it will file with the Town Manager prior to the commencement of service hereunder a worker compensation insurance policy, meeting the requirements of the State of Connecticut Worker's Compensation Law, written in a form satisfactory to the Town Manager, and including the interests of the Town of Newington and that said compensation insurance policy shall be renewed or kept in effect by the CONTRACTOR throughout the term of this contract.

(c) CONTRACTOR hereby warrants and represents that it shall furnish a certificate of insurance to the Town Manager for the following insurance coverage on or before the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined. Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

On all policies, the Town is to be named as an additional insured, and all certificated of insurance must be on file in the Town Manager's Office. CONTRACTOR further warrants and represents that said policies shall be renewed or kept in effect by the CONTRACTOR through the term of the contract.

VIII. HOLD HARMLESS

The CONTRACTOR agrees to indemnify and save harmless the Town of Newington, its agents and employees from and against all loss and/or expense (including costs and attorney's fees) arising out of or resulting from the performance of the work by reason of liability imposed by law upon the Town of Newington, its agents and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons (including employees of the Contractor or any subcontractor) or on account of damage to property, including loss of uses thereof, whether such injuries or damages are caused in whole or in part by the negligence of the contractor, its agents, servants, and/or employees.

IX. CONTRACT PAYMENTS

- (a) Billings to the Town of Newington for stockpiled leaf and grass clippings removal service shall be made monthly by the CONTRACTOR.
- (b) Payment shall be made by the Town of Newington to the CONTRACTOR within thirty (30) days after receipt of invoice by the Town of Newington Finance Department, 131 Cedar Street, Newington, CT 06111.
- (c) The CONTRACTOR agrees to accept as full and complete payment for services under this contract, the amount specified in Section X, and the Town of Newington agrees to provide payment at said amount.

X. PRICE SCHEDULE

The pricing schedule for this Contract shall be based on the following:

Collection, transport, and disposal of leaves and grass clippings; and CONTRACTOR loads his own vehicles:

BASE BID

CONTRACTOR loads his own vehicles:

7/1/12 to 6/30/13	\$ _____	per 100 cu. yd. trailer
7/1/13 to 6/30/14	\$ _____	per 100 cu. yd. trailer
7/1/14 to 6/30/15	\$ _____	per 100 cu. yd. trailer

ALTERNATE ONE

TOWN loads CONTRACTOR'S vehicles:

7/1/12 to 6/30/13	\$ _____	per 100 cu. yd. trailer
7/1/13 to 6/30/14	\$ _____	per 100 cu. yd. trailer
7/1/14 to 6/30/15	\$ _____	per 100 cu. yd. trailer

XI. NONDISCRIMINATION CLAUSE

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

XII. GENERAL PROVISIONS

- (a) The CONTRACTOR understands that hauling may not be needed on a weekly basis and agrees to furnish the Town with a truck for hauling within 48 hours of request by the Town and continue on a daily basis until all material is removed.
- (b) The CONTRACTOR shall be responsible for any damage to private property caused by its agents or vehicles. In cases where the CONTRACTOR'S liability for damage to private property is in doubt, CONTRACTOR agrees that the decision of the Town Manager shall be held to be the final decision.

If the CONTRACTOR does not replace or repair any damage to private property caused by its agents or vehicles within ten (10) days of its receipt of a written notification of its liability from the TOWN, the Town Manager at his sole discretion shall cause the damaged property to be repaired or replaced and shall deduct the cost of any such repair or replacement from a subsequent payment due the CONTRACTOR.

- (a) The CONTRACTOR shall be responsible for any damage to Town property resulting from its carelessness. In cases where the CONTRACTOR'S liability is in doubt, the CONTRACTOR agrees that the decision of the Town Manager shall be held to be the final decision. The CONTRACTOR, after receipt of a written notification from the TOWN of his liability shall promptly reimburse the Town therefore. If the CONTRACTOR does not reimburse the Town within ten (10) days of notification of its liability for its damage, the Town Manager at his sole discretion shall have the cost of such damage deducted from a subsequent payment due the CONTRACTOR.
- (c) The CONTRACTOR shall immediately clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly.

- (d) The CONTRACTOR shall collect, transport and dispose of all leaves and grass clippings in accordance with this Contract in a thorough and efficient manner least offensive to the public.
- (e) The CONTRACTOR shall extend or discontinue the collection and transportation of leaves and/or grass clippings as the Town Manager may direct in writing.
- (f) The CONTRACTOR agrees to furnish all equipment and personnel necessary for the adequate and prompt removal of stockpiled leaves and grass clippings from the Town of Newington, by December 31st of each contract year.
- (g) The CONTRACTOR shall establish and maintain effective procedures to receive and promptly follow-up on service complaints and communications from agents of the Town. Such procedures and any changes therein shall be made known to the Town Manager for his concurrence. The CONTRACTOR shall handle all such communications and complaints promptly. The CONTRACTOR agrees to service all complaints within twenty-four (24) hours of the receipt of the complaint by the CONTRACTOR.
- (h) The CONTRACTOR shall comply with all Federal and State laws, rules and regulations pertaining to Social Security, unemployment compensation and worker's compensation.
- (i) The Ordinances and Regulations of the Town of Newington relative to leaves and grass clippings are herein incorporated by reference as if fully set forth.

XIII. TERMINATION

If the CONTRACTOR fails to perform this Contract in accordance with its terms, the TOWN shall have the right, in addition to all other remedies it may have, to declare the Contract in default and therefore terminated, and to award stockpiled leaf and grass clippings removal service to another Contractor. In this event, the CONTRACTOR shall pay the town, as liquidated damages, the amount of any new contract price less the Contract price herein provided for, for the period of time covered by the unexpired term of the Contract at the time of default, and additional expenses including reasonable attorney's fees, incurred by the Town as a result of said default by the CONTRACTOR.

XIV. ARBITRATION OF DISAGREEMENTS

In case that any dispute between the parties hereto, or any person claiming under them in relation to this Contract, concerning the respective rights and liabilities of the parties hereunder cannot be resolved within sixty (60) days, it may be referred to the American Arbitration Association by either party. The decision of the American Arbitration Association shall be final and binding and the costs of such arbitration shall be shared equally among the disputants.

XV. NONASSIGNABILITY

The rights and obligations of the CONTRACTOR under this Contract shall not be assignable except with the written approval of the Town Manager. Any attempts by the CONTRACTOR, voluntarily or involuntarily, to assign any rights or obligations under this Contract shall constitute breach of contract and may be declared in default at the option of the Town Manager.

XVI. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

If the CONTRACTOR shall be declared insolvent or adjudicated bankrupt, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if it shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution, then and forthwith thereafter the Town of Newington shall have the right as its option and without prejudice to its rights hereunder to terminate this Contract.

XVII. NOTICES

Any order or notices required to be given under this contract shall be in writing and sent by certified mail, return receipt requested, postage prepaid.

From the TOWN to:

From the CONTRACTOR to:

John Salomone, Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2012.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF NEWINGTON

By: _____
John Salomone
Its Town Manager

CONTRACTOR

By: _____

TOWN OF NEWINGTON

STOCKPILED LEAVES AND GRASS CLIPPINGS REMOVAL SERVICES

BID FORM

Town of Newington
131 Cedar Street
Newington, CT 06111

The undersigned hereby declares that no persons other than those named herein are interested in this proposal or in the Contract proposed to be taken, that this bid is made without any connection with any other person or persons making any proposal for the same service, that it is in all respects, fair and without collusion or fraud, and that no person acting for any company making any proposal for the same service or receiving in any portion of the profits which may be derived therefrom, was involved in the preparation of this bid .

This proposal is made with the understanding that it will be accepted or rejected within sixty (60) days from the date set for receiving bids.

The undersigned further declares that he has carefully examined the annexed Invitation to Bid, Bid Specifications, and Contract, and will comply with the terms thereof and furnish the service therein required at the following prices(s):

BASE BID

CONTRACTOR loads its own vehicles:

7/1/12 to 6/30/13	\$ _____	per 100 cu. yd. trailer
7/1/13 to 6/30/14	\$ _____	per 100 cu. yd. trailer
7/1/14 to 6/30/15	\$ _____	per 100 cu. yd. trailer

ALTERNATE ONE

TOWN loads CONTRACTOR'S vehicles:

7/1/12 to 6/30/13	\$ _____	per 100 cu. yd. trailer
7/1/13 to 6/30/14	\$ _____	per 100 cu. yd. trailer
7/1/14 to 6/30/15	\$ _____	per 100 cu. yd. trailer

THE BID FORM CONTINUES ON THE NEXT PAGE

Submitted for:

FIRM: _____

ADDRESS: _____

Submitted by:

SIGNATURE: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

If corporation, list principals:

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____