

## INVITATION TO BID

The Town of Newington will accept bids for automated residential curbside refuse collection. 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](http://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 June 6, 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. 4, 2011-12

## TOWN OF NEWINGTON

### BID SPECIFICATIONS

#### AUTOMATED CURBSIDE REFUSE COLLECTION SERVICES

##### A. INTENT

It is the intent of these specifications to select a contractor to provide automated curbside refuse collection services within the Town of Newington for a thirty six (36) month period beginning on July 1, 2012.

##### B. BID PROCEDURES

1. 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 received until 2:30 p.m. on June 6, 2012 in the Town Manager's Office, when they will be opened publicly. Sealed bid envelopes should be clearly labeled "BID NO. 4, 2011-12, CURBSIDE REFUSE COLLECTION SERVICES".
2. 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. Conditional bids may not be considered.

##### C. INQUIRIES AND ADDENDA

Any questions regarding this bid shall be addressed to the Newington Highway Sanitation Division, 131 Cedar Street, Newington, CT 06111, telephone (860) 667-5874. All inquiries shall be made prior to 3:30 PM on June 1, 2012 to allow for sufficient time for the preparation and posting of an addendum, should one be necessary. All addenda shall be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Current Bids, at least 24 hours prior to the scheduled Bid Opening. All bidders are responsible for checking the Town's web site for the presence and content of any addenda. If an addendum is issued, it shall be acknowledged by the bidder on the Bid Form. Failure to do so on the part of the bidder is sufficient grounds for rejection of their bid.

##### D. BID BOND

Each bidder shall submit with the Contract Proposal a surety company bid bond or certified check made payable to the Town of Newington in the amount of thirty five thousand dollars (\$35,000), guaranteeing that the bidder will furnish final performance, as required in the attached contract, if the bid is accepted by the Town of Newington.

Any surety company bond shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

#### E. SPECIFICATIONS

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

#### F. BIDDER QUALIFICATIONS

Only proposals from responsible bidders qualified to perform the work specified and capable of providing the high level of service to which the residents of Newington are accustomed will be considered. To assure qualification and capability, only those persons or firms who have engaged in the management of large scale (a route having 100 or more large container refuse pickups or 5,000 or more residential pickups per week) refuse collection service, serving Connecticut for at least three (3) years shall be eligible. If requested by the Town, the bidder shall provide a signed statement of qualifications which shall list, among other things which the bidders wish to point out, Connecticut clients previously served, their addresses, the dates of such service and the number of regular weekly refuse pickups made in conjunction therewith.

#### G. EVIDENCE OF ABILITY TO PERFORM

The successful bidder must, within five (5) calendar days of notice of award, show satisfactory proof that acceptable vehicles, equipment and uniforms, as required by the specifications, have been purchased or are on order. Such proof must be established to the satisfaction of the Town Manager. Failure to do so shall be considered sufficient grounds for the Town to void the bid award and award the bid to the next lowest responsible bidder.

#### H. ACCEPTANCE PERIOD

The dollar amounts submitted under this bid shall remain in effect for a period of not less than 60 days from the date the bids are opened. The Town of Newington shall have the right to accept any of the bids at the prices submitted during that 60 day period.

#### I. BASIS OF AWARD

1. Contract award will be based on the total annual cost for all services combined, as determined by the Town, for the initial three year term of the contract. Contracts will not be awarded separately for individual items on the Bid Form. Contract award shall be based upon the unit price per inhabitable dwelling unit per year, the unit price per stop for bulk (oversized waste collection) pickup per year, the unit cost per stop for the collection of televisions whose screens are larger than 19

- inches diagonally per year, the annual cost of emptying litter barrels in the Downtown Business District, and the annual cost of dumpsters and refuse collection at Town and Board of Education buildings.
2. There are approximately 9,217 residential curbside dwelling units (not located in condominium or elderly housing complexes) to be serviced as of July 1, 2012. It is expected that additional units will be served after July 1, 2012. The Town can not guarantee a minimum number. The Town intends to use 9,217 residential curbside dwelling units for each of the three years as the basis for comparing bids.
  3. From January 1, 2011 through December 31, 2011 there were approximately 4,385 stops for residential, condominium and elderly housing bulk collection. Unit cost shall be bid per stop, not per item. Residential dwellings are allowed two items per location per week. Weekly stops shall not exceed 165 addresses for all bulk collection each week. Bulk collection shall also be provided to condominium and elderly housing complexes. Dwelling units in condominium complexes with curbside collection will also be limited to two items per week. Condominium and elderly housing complexes with dumpster collection will be limited to ten items per dumpster, which shall be collected from the adjacent dumpster area. Condominium complexes with bulk area collection will be limited to 15 items per bulk area. Five bundles of branches/brush or five rolls of carpet shall be considered one item. For condominiums and elderly housing, a “stop” shall be considered each separate location where bulk items are placed for collection within the complex. The Town can not guarantee a minimum number. The Town intends to use 4,385 bulk collection stops for each of the three years as the basis for comparing bids.
  4. From January 1, 2011 through December 31, 2011 there were approximately 370 stops for television collection over 19”. Unit cost shall be bid per stop, not per unit. For condominiums and elderly housing, a stop shall be considered each separate location where television sets over 19” are placed for collection within the complex. The Town can not guarantee a minimum number. The Town intends to use 370 stops for each of the three years as the basis for comparing bids.
  5. All bid amounts shall be entered on the Bid Form. Amounts entered on Section XIV of the Contract portion will not be considered by the Town as the basis for comparing bids.
  6. Bidders shall enter bids for all items on the Bid Form. Submission of an incomplete bid is sufficient grounds for rejection of the bid by the Town.

## J. COSTS

Costs for all items in the Contract and these specifications shall be included on the Bid Form. This shall include the provision of front end loading refuse containers (dumpsters), acceptable to the Town Manager, to service those Town owned/operated facilities and Board of Education buildings identified in Section IV of the Contract. The Town’s existing automated residential curbside collection contract expires on June 30, 2012, so the bidder must be able to provide automated residential curbside collection service to the Town beginning on July 1, 2012. Any expenses incurred by the bidder to begin service on July 1, 2012 shall be included in the bid amounts provided on the Bid Form.

## AUTOMATED RESIDENTIAL CURBSIDE REFUSE COLLECTION

### CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 2012 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 State of Connecticut, acting herein by its President duly authorized, and hereinafter referred to as the "Contractor".

### WITNESSETH

WHEREAS, THE TOWN desires to secure automated curbside refuse collection services for its residents: and

WHEREAS, the CONTRACTOR desires to furnish such refuse collection services, upon terms and conditions hereafter set forth.

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

#### I. DEFINITIONS

- (a) CONTRACTOR shall include the agents and employees of the Contractor.
- (b) DWELLING OCCUPANT shall mean the occupant of each separate dwelling unit whether or not in the same building with other dwelling units.
- (c) DWELLING UNIT shall mean a group of rooms located within a structure forming a single habitable unit used or intended to be used for living, sleeping, cooking and eating.
- (d) ELDERLY HOUSING COMPLEX shall mean those complexes currently under the Newington Housing Authority, specifically Keleher Village, Cedar Village, and New Meadow I and II.
- (e) FARM shall mean a parcel of land as defined in the Zoning Regulation of the Town of Newington, Connecticut, 2011 revision, and actually operated as a farming business.
- (f) MIXED RESIDENTIAL REFUSE shall mean the following solid waste materials emanating from residential premises: Garbage, ashes, rubbish, small dead animals, non-recyclable plastic/glass containers, bags, light bulbs, dust, sweepings, non-recyclable wastepaper, rags, dry latex paint,

clothing and other textiles; broken kitchenware, odd pieces of lumber and other building materials in minimal quantities, and similar waste materials ordinarily accumulated in and around the house, excluding body waste, household hazardous waste, leaves, grass clippings and other recyclables.

- (g) OVERSIZED WASTE shall mean heavy or large objects including but not limited to mattresses, box springs, automobile tires (without rims), carpeting, pads, non-metal household furniture and ceramic bathroom fixtures, branches and scrap lumber not to exceed 4' in diameter and 4' in length bundled and tied, and other household items too large to fit in the refuse container. Specifically excluded are metal appliances and other recyclables.
- (h) PERSON shall mean any institution, whether public or private; corporation, individual, partnership or other entity.
- (i) PREMISES shall mean land, building or other structures, trailers, vehicles or parts thereof upon or in which refuse is stored.
- (j) RECYCLABLE shall have the same meaning as Article III, Section 332-2, of the Newington Code of Ordinances.
- (k) REFUSE shall mean mixed residential refuse.
- (l) RESIDENTIAL CONDOMINIUM COMPLEX shall mean any group of individually owned dwelling units having ownership in common of shared facilities, organized under Chapter 825 and/or Chapter 828 of the Connecticut General Statutes, Revision of 1968, Revised to 1977, as revised, and in which no more than ten per cent (10%) of such dwelling units are owned by the same person.
- (m) TELEVISION shall mean any CRT or non-CRT based television whose screen is nineteen (19) inches or larger when measured diagonally.
- (n) TOWN MANAGER shall mean the duly appointed Town Manager or designated Acting Town Manager of the Town of Newington or his/her designated agent.
- (o) DOWNTOWN BUSINESS DISTRICT shall mean the geographic area of Newington bordered by Cedar Street (State Route 175), Main Street (State Route 176, Lowrey Place, and Constance Leigh Drive, and including all properties on both sides of those streets.

## II. MATERIAL ACCEPTABLE FOR COLLECTION

The following refuse shall be subject to collection under this contract:

- (a) Mixed residential refuse

- (b) Oversized waste (bulk)
- (c) Televisions whose screens are 19” diagonally or larger

III. MATERIAL NOT ACCEPTABLE FOR COLLECTION

The following refuse shall be considered not acceptable for collection:

- (a) Materials which have not been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the Town of Newington.
- (b) Materials from the repair of, excavation for, construction or destruction of buildings or structures, such as earth, plaster, mortar, bricks, building blocks, roofing material, septic tanks, trees or tree stumps.
- (c) Household Hazardous Waste or dangerous or environmentally unsafe materials or substances, such as cleaning fluids, crankcase oil, solvent or oil base paints, liquid plastics, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter fluids, infected materials, and refuse of similar nature.
- (d) Body wastes, grass clippings and leaves and other recyclables.

IV. PLACES TO BE SERVED BY THE CONTRACTOR

- (a) The Contractor shall collect from the curbside of all residential dwelling units, all refuse acceptable for collection.
- (b) The Contractor shall collect acceptable bulky (oversized) waste and televisions over 19” from the curbside of residential dwelling units and from the curbside, dumpster area or bulk area of condominium and elderly housing complexes.
- (c) The Contractor shall empty litter barrels in the Downtown Business District once per week (Friday) from October 1<sup>st</sup> through March 31<sup>st</sup> of each year, and twice per week (Monday and Friday) from April 1<sup>st</sup> through September 30<sup>th</sup> of each year.
- (d) The Contractor shall also collect refuse acceptable for collection from the following Town owned/operated facilities on the days specified herein and furnish front-end loading containers (dumpsters), acceptable to the Town Manager, to those Town owned/operated facilities where noted:
  - 1. Town Hall/Police Station/Community Center Complex at 131 Cedar Street; collection each Monday, Wednesday and Friday; provide one (1) six (6) cubic yard dumpster.

2. Parks and Grounds Division Garage, Willard Avenue; collection each Tuesday and Friday; provide two (2) six (6) cubic yard dumpsters.
  3. Joseph P. Doyle Community Complex, 120 Cedar Street; collection each Wednesday; provide one (1) six (6) cubic yard dumpster.
  4. Town Landfill/Recycling Center, Main Street; collection each Friday; provide three (3) six (6) cubic yard dumpsters. From April 1 through October 31, collection each Monday and Friday.
  5. Town Public Works Garage, Milk Lane; collection each Friday; provide two (2) eight (8) cubic yard containers,
  6. Each fire station of the Newington Fire Department (currently five); collection each Friday; provide one (1) four (4) cubic yard container at each site (Richard St., West Hill Rd., Fifth St., and Maple Hill Ave.) except for Company #1; provide a six (6) cubic yard container at Company #1 on Main Street.
  7. Lucy Robbins Welles Library, Cedar Street; collection each Friday; provide one (1) six (6) cubic yard container.
- (e) The Contractor shall also collect refuse acceptable for collection from the following Board of Education buildings on the days specified herein and furnish front-end loading containers (dumpsters), acceptable to the Town Manager, to those Board of Education buildings where noted:
1. Newington High School, Willard Avenue; provide three (3) six cubic yard dumpsters; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  2. John Wallace Middle School, Halleran Drive; provide two (2) six cubic yard dumpsters; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  3. Martin Kellogg Middle School, Harding Avenue; provide two (2) six cubic yard dumpsters; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).

4. John Paterson Elementary School, Church Street; provide one (1) six cubic yard dumpster; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  5. Ruth Chaffee Elementary School, Superior Avenue; provide two (2) six cubic yard dumpsters; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  6. Elizabeth Green Elementary School, Thomas Street; provide one (1) six cubic yard dumpster; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  7. Anna Reynolds Elementary School, Reservoir Road; provide one (1) six cubic yard dumpster; collection each weekday when school is in session, once per week during school vacations, including summer vacation, and no collection on school holidays (approximately 205 collection days per year).
  8. Bus Garage Complex, Garfield Street; provide one (1) two cubic yard dumpster; collection once per week from September through June, collection twice per month in July and August (approximately 47 collection days per year).
  9. Field House Complex, Alumni Road; provide one (1) six cubic yard dumpster; collection once per week from April through November, collection once per month from December through March (approximately 39 collection days per year).
- (f) The following types of establishments shall not be rendered refuse collection service:
1. Farms
  2. Business, industrial, and commercial establishments
  3. Federal and State institutions and establishments
  4. Private schools not operated by the Board of Education; churches and rectories, parsonages, and other single family dwellings connected therewith that also shall not be provided service as residential premises

5. Except for bulky (oversized) waste, dwelling units within apartment or condominium complexes or buildings containing more than three (3) apartments, except by written authorization of the Town Manager.

V. TIME AND FREQUENCY OF COLLECTION

- (a) All refuse from residential dwelling units shall be collected by the Contractor according to the following schedule:
  1. Mixed residential refuse shall be collected weekly (five (5) days per week).
  2. Oversized waste from residential dwelling units that are not in condominium or elderly housing complexes shall be collected weekly, on one (1) day per week designated by the Town Manager (currently Thursday). Oversized waste from condominium and elderly housing complexes shall be collected weekly, on one (1) day per week designated by the Town Manager (currently Thursday). Residents shall be limited to two (2) oversized waste items per week per premises. Collection shall be limited to one hundred sixty five (165) addresses per week for all bulk collections. Condominium and elderly housing complexes with dumpster collection will be limited to ten (10) items per dumpster, which shall be collected from the adjacent dumpster area. Condominium complexes with bulk area collection will be limited to 15 items per bulk area. Five bundles of branches/brush or five rolls of carpet shall be considered one item.

Unit Count	Complex Name	Street Name	# of Containers	Container Capacity	Bulk Location
30	Brinley Commons	Brinley Way	2	(2) 6 yd	Dumpster
226	Churchill I Churchill II	Churchill Dr Churchill Way	10	(9) 6 yd (1) 4 yd	Dumpster
36	Colonial Mr.	Willard Ave	2	(2) 6 yd	Dumpster
168	Countryside	Webster Ct.	7	(4) 6 yd (3) 8 yd	Bulk Area
73	Crown Ridge	Crown Ridge Rd.	8	(8) 6 yd	Dumpster
66	Deerfield	Willard Ave	5	(1) 6 yd (4) 8 yd	Dumpster

<b>Unit Count</b>	<b>Complex Name</b>	<b>Street Name</b>	<b># of Dumpsters</b>	<b>Container Capacity</b>	<b>Bulk Location</b>
70 92	Foxboro Foxboro Chase	Hunters La Foxboro Dr. Fox Run Ct.	10	(10) 6 yd	Curbside
462	Glenn Oaks	Cottonwood Cypress Rd	37	(21) 6 cy (16) 8 cy	Bulk Area
36	Horizon Hill	Horizon Hill	2	(2) 8 yd	Dumpster
114	Hunters Green I Hunters Green II	Steeplechase Mallard Quail Court	8	(6) 6 yd (2) 8 yd	Dumpster
75	Maple Glenn	Sunrise Cir.	5	(5) 6 yd	Dumpster
74	Millbrook Village	Millbrook Court	2	(2) 6 yd	Dumpster
43	Piper Brook	Rosemary Lane	2	(1) 6 yd (1) 8 yd	Dumpster
39	River Camp	River Camp Drive	2	(2) 6 yd	Dumpster
40	Robin Brook	Robin Brook Drive	2	(2) 6 yd	Dumpster
99	Royal Villa	Hampton Ct.	5	(5) 6 yd	Dumpster
77	Seven Cities	Coronado Drive	4	(1) 4 yd (2) 6 yd (1) 8 yd	Dumpster
51	Westchester	Surrey Drive	2	(2) 6 yd	Dumpster
142	Williamstown	Williamstown Moyland Ct.	13	(13) 6 yd	Dumpster
135	Woodsedge	Woodsedge Drive	5	(1) 6 yd (4) 8 yd	Dumpster
40	Cedar Village (Elderly)	Cedar Street	2	(2) 6 yd	Dumpster
40	Keleher Village (Elderly)	West Hill Rd	2	(2) 6 yd	Dumpster
58	New Meadow	Mill St Ext.	3	(3) 6 yd	Dumpster

3. Televisions 19" diagonally or larger shall be collected weekly [one (1) day per week] as designated by the Town Manager (currently Thursday). Collection shall include condominiums and elderly housing complexes. Televisions shall be transported to the Newington Landfill located on Main Street and placed in the electronics recycling container provided by the Town.

4. Downtown Business District litter barrels (currently 12) shall be serviced in accordance with the schedule identified in Section IV (c).
  5. Town Buildings shall be serviced in accordance with the schedule identified in Section IV (d).
  6. Board of Education buildings shall be serviced in accordance with the schedule identified in Section IV (e). The dates of scheduled school holidays and school vacations are available on the Town website. When collection does not occur daily, the days when collections shall take place shall be provided by the Town.
- (b) The Town Manager shall furnish to the Contractor a map or list designating the day of the week on which refuse will be collected. Such map or list shall constitute the refuse collection schedule. No change in such schedule shall be made without the written approval of the Town Manager except in a situation relevant to Section V (e) or Section V (f) herein. No substantial changes of greater than two hours shall be made to a collection pattern: i.e. collection of a dwelling unit which is normally done at 10:00 a.m. may not suddenly be changed to 6:00 a.m. without written consent of the Town Manager.
- (c) All acceptable refuse scheduled for collection on a particular day of the week pursuant to subsection (b) above, shall be removed by the Contractor before 4:00 p.m. on such day.
- (d) Collection activities shall not start before 6:00 a.m. for residential curbside dwelling units and 8:00 a.m. for condominium and elderly housing complexes. Collection activities shall not continue after 4:00 p.m. The Town Manager reserves the right to change these hours at his/her discretion.
- (e) Collections shall not be made on Christmas Day and New Year's Day and on other days when the designated disposal site is closed, provided when a holiday or closing falls on a scheduled collection day collections may be rescheduled up to one day late for the balance of the affected week with the approval of the Town Manager. The Town shall not be responsible for defraying any additional costs associated with such rescheduling.
- (f) When the Town Manager determines that collections must start earlier than 6:00 a.m. due to inclement weather, the Contractor agrees to revisit the streets where collection took place earlier than 6:00 a.m. on that day during the following day to empty any containers that may have not been out prior to 6:00 a.m. In the event a collection day is cancelled by the Contractor due to inclement weather after beginning the normal route for

that day, the Contractor will return the following day and re-collect the entire route.

VI. PLACE OF COLLECTION CONTAINERS

- (a) All refuse shall be collected from the street curb or shoulder except for those facilities noted herein which are serviced by dumpsters. The Contractor shall not enter any building or structure to collect refuse under this contract.
- (b) All emptied containers shall be placed back at the curbside, lids closed, in an upright position, in approximately the same area where placed by the dwelling unit occupant. Containers shall not be reset such that they block exit/access to driveways. Drivers will make an effort to manually move containers blocked by parked cars or other obstructions to empty the container.
- (c) All dumpsters provided under this contract shall have plastic (or other lightweight) doors for loading; all dumpster covers shall be of metal and be securely closed by the Contractor after servicing of same. All dumpsters shall be leak proof and rodent proof and shall be labeled "Trash Only".

VII. REFUSE DISPOSAL

- (a) The Contractor shall, without additional cost, use facilities to be provided or made available by or through the Town of Newington for the disposal of refuse collected under this contract. The Town Manager shall designate the site for disposal which site shall be within a thirty-five (35) mile radius of Newington. A change of facilities which places the location of disposal beyond said radius during the contract period shall cause the charges specified under this contract to be subject to negotiation to determine the increase, if any, in such charges warranted by the change in the distance for hauling. These charges will be paid directly to the Contractor by the receiving facility as outlined in Newington's disposal contract. Refuse collected as described in section IV and disposed of at the designated disposal site shall not be co-mingled with any other refuse from any other Town, business or any location not described in section IV.
- (b) From July 1, 2012 through November 15, 2012 the disposal facility shall be CRRA MID CONN FACILITY located at 300 Maxim Road, Hartford, Connecticut. From November 16, 2012 through June 30, 2015 the disposal facility shall be Covanta Projects of Wallingford located at 530 South Cherry Street, Wallingford, Connecticut. The Town, at its discretion and at any time, may change the disposal facility location without penalty, provided the disposal facility shall remain within the 35 mile radius.

## VIII EQUIPMENT

- (a) All vehicles used for the collection or disposal of refuse shall be fully automated for container curbside service, compaction capable for oversized collection service, steel covered, fully enclosed, designed and intended for the loading, compressing and transportation of refuse, and (when so loaded and driven) operated so that 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.
- (b) The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of refuse. Each such vehicle and piece of equipment shall be subject to inspection and approval by the Town Manager 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 notice from the Town Manager to rectify an unclean or odorous condition. All vehicle seals and sump lugs shall be in place and in good condition to prevent the leakage of any liquids from the truck.
- (c) Every truck or vehicle used for the collection and disposal of refuse shall be kept clean and well painted on the outside and shall have a uniform color scheme.
- (d) The Contractor shall be responsible for all maintenance and repairs to the trash containers owned by the Town. Contractor shall be given an inventory, with address locations, of all current containers prior to the start of this contract.
  - 1. Container count as of July 1, 2012 shall be: primary container, 9217; second container; 565; spare container; 179; for a total container count of 9,961.
  - 2. Residents requesting a second rubbish container will be billed \$90.00 annually for container service and disposal for any portion of the period from July 1 through June 30 of each year. This will not be a pro-rated fee.
  - 3. For each second container service purchased and delivered by the Contractor at the annual rate of \$90.00, the Contractor will credit

the Town \$25.00 for additional disposal fees annually for each container. This credit will be issued on a monthly basis and deducted from the Town's monthly collection invoices from the Contractor to the Town.

4. All future containers shall be purchased from Otto Environmental Systems North America, 12700 General Drive, Charlotte, NC. in an effort to keep in conformity with original purchase, including original container hot stamps and numbering system. The Town will reimburse the Contractor for any future container purchases following written approval from the Town.
  5. The Contractor will provide the Town an annual container inventory count as of each July 1 commencing with July 1, 2013 that shall include container size, location address, and serial number including secondary and spare containers. The Contractor shall, throughout the term of this agreement and any subsequent extensions, maintain all containers including, but not limited to, damaged wheels, axles, lids, container bodies and hardware. Container service requests submitted to the Contractor shall be completed within forty eight hours of initial request. The Contractor shall, for each and every failure to repair or replace damaged containers within the forty eight hour timeframe, forfeit to the Town \$10.00 per day. The amounts so forfeited shall be deducted from the subsequent monthly payment due the Contractor. The Contractor shall notify the Town within 24 hours of any container repair or replacement request submitted by any resident.
- (e) Contractor shall provide, at no additional cost, front-end loading dumpsters for all locations noted in Section IV (d) and Section IV (e), and a collection vehicle for servicing same.
- (f) Contractor shall provide, at no additional cost, a separate vehicle for the once-a-week collection of over-size waste and a separate vehicle for the once-a-week collection of televisions with screens 19" diagonally or larger. Disposal sites for these two (2) waste streams will be within a thirty five (35) mile radius of the Town of Newington and determined by the Town Manager. Residents opting for the one day per week collection of over-size waste or televisions with screens 19" diagonally or larger must schedule such collection with the Town at least twenty-four (24) hours in advance. The Town will forward the collection list of addresses electronically to the Contractor the day before the scheduled collection.

## IX CONTRACT DURATION

This contract shall be for thirty-six (36) months, beginning July 1, 2012 and ending June 30, 2015, provided the contract is not earlier terminated

for cause by the Town of Newington. However, upon written mutual agreement and negotiation of fees and terms between the Town of Newington and the Contractor, this contract may be extended up to three times. Each such extension shall be for a three year period. In no event shall the contract be extended beyond June 30, 2024. If the Contractor is desirous of extending the then existent contract, the Contractor must notify the Town Manager, in writing, to that effect not less than ninety (90) days before the expiration date of this contract or any extension previously agreed to in writing by both parties and shall comply with the provisions of Section XI "BOND AND INSURANCE".

X BOND AND INSURANCE

- (a) Contractor hereby warrants and represents that it shall, on or before the effective date of this contract and prior to the start of each subsequent fiscal year (July 1<sup>st</sup>), file with the Town Manager a Performance Bond covering faithful performance of the contract and payment of obligations arising thereunder. Such bonds shall be in the full amount of the annual cost for service during the ensuing fiscal 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 an A.M. Best's rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this contract that are outstanding. A Letter of Credit may be substituted for a bond. The Letter of Credit must be with a bank located in Connecticut and acceptable to the Town of Newington. The Letter of Credit shall be signed by an authorized officer of the bank, made out in the Town's favor and with funds available by the Town's draft upon presentation of the original Letter of Credit. The Letter of Credit and any extensions shall be addressed to the Town Manager's Office, Town of Newington, 131 Cedar Street, Newington, CT 06111 and shall have a minimum of 60 calendar days prior written notice of expiration or cancellation.
- (b) Contractor hereby warrants and represents that it will file with the Town Manager prior to the commencement of service hereunder, and prior to the start of each subsequent fiscal year (July 1<sup>st</sup>), a workers' 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 workers' 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 within ten (10) days from 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, and ten (10) days notice for non-payment of premium.

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 liability arising out of all owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

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

3. Owners Protective Liability, in the name of the Town of Newington and all elected or appointed boards and commissions, officials, directors, officers, employees and volunteer members of the police or fire departments with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

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

4. Commercial umbrella coverage including as insured's all entities that are additional insured on the Commercial General Liability coverage.

\$1,000,000 Each Occurrence

All certificates 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 and any extensions.

- (d) Contractor's insurance shall be primary over any other valid and collectible insurance, and the Contractor's insurer shall not seek contribution from other insurance available to the additional insured. Any deductibles are the sole responsibility of the Contractor, including claim handling and legal expenses. All exclusions or restrictions of coverage not found in standard policies shall be clearly identified to the Town.

XI. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington, resulting from or arising out of:

- (a) Any breach by the Contractor of the terms of the bid specifications, or
- (b) Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents, and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
- (c) Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all person, or
- (d) Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts and omissions of the Contractor, any subcontractor, or any material men, or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

XII. CONTRACT PAYMENTS

- (a) Billings to the Town for refuse collection service shall be made monthly by the Contractor. The initial billing shall be based upon the total number of dwelling units for which Certificates of Occupancy have been issued for residential curbside dwelling units served under this contract during the first month of the contract at the rate specified in Section XIII (d) herein in addition to payments for other services provided. Thereafter, the billings shall be based upon the initial number of such dwelling units in addition to other services provided, plus any additional dwelling units which may be added to the list by the issuance of Certificates of Occupancy, less any dwelling units which may be taken off the list by order of the Town Manager. The annual unit price per each additional dwelling unit shall be pro-rated on a monthly basis from the date service is extended to such unit. The Contractor shall not give service to any additional residential curbside dwelling units, Town-owned facility, or

Board of Education building except upon receipt of a written notification from the Town to begin service. The Contractor shall cease to give service to any residential curbside dwelling unit, Town-owned facility, or Board of Education building upon receipt of a written notification from the Town to terminate service.

- (b) Payment shall be made by the Town to the Contractor within thirty (30) days after receipt of invoice by the Town of Newington Finance Department. Invoices shall include detailed line item charges including: curbside container service charges (based on the dwelling count in accordance with Section XIII (a) herein, the annual dwelling cost in accordance with Section XIV (a) and pro-rated on a monthly basis), bulk or oversized collection charges [in accordance with Section XIV (b)], television collection charges [in accordance with Section XIV (c)], Town building service charges [in accordance with Section XIV (e) and pro-rated on a monthly basis], Downtown Business District trash container service charges [in accordance with Section XIV (d) and pro-rated on a monthly basis], and other approved charges. Invoices shall also include: detailed line item charges for additional collection requested by the Town in accordance with Section XVI (o); credits or forfeits for failure to collect in accordance with Section XVI (a); and credits for additional containers in accordance with Section IX (d) 3.
- (c) The Contractor agrees to accept as full and complete payment for services under this contract, pro-rated monthly installments based upon the rate per dwelling unit served (annual dwelling unit cost) subject to adjustment as hereinafter provided; pro-rated monthly installments based upon the annual cost for services under Section XIV (d) and Section XIV (e); and for the rate per stop of other services under Section XIV (b) and XIV (c). The Town of Newington agrees to provide payment at said rates.

**XIII. RATE SCHEDULE**

- (a) Curbside automated trash collection

7/1/12 to	6/30/13	\$XX.XX	Annual Dwelling Unit Cost
7/1/13 to	6/30/14	\$XX.XX	Annual Dwelling Unit Cost
7/1/14 to	6/30/15	\$XX.XX	Annual Dwelling Unit Cost

(b) Bulk (oversized waste collection)

7/1/12 to	6/30/13	\$XX.XX	Per Stop
7/1/13 to	6/30/14	\$XX.XX	Per Stop
7/1/14 to	6/30/15	\$XX.XX	Per Stop

(c) Television collection (over 19”)

7/1/12 to	6/30/13	\$XX.XX	Per Stop
7/1/13 to	6/30/14	\$XX.XX	Per Stop
7/1/14 to	6/30/15	\$XX.XX	Per Stop

(d) The Contractor shall empty litter barrels (12) in the “Downtown Business District”, once per week (Friday) from October 1<sup>st</sup> to March 31<sup>st</sup>; and twice per week (Monday and Friday) from April 1<sup>st</sup> to September 30<sup>th</sup>:

7/1/12 to 6/30/15      \$XXXXXX Annual Cost

(e) Town owned/operated facilities containers and collection

7/1/12 to 6/30/15      \$XXXXXXXX Annual Cost

(f) Board of Education buildings containers and collection

7/1/12 to 6/30/15      \$XXXXXXXX Annual Cost

XIV. NONDISCRIMINATION

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, and the Town of Newington.

XV. GENERAL PROVISIONS

(a) The Contractor shall, for each and every failure to collect refuse according to the time and schedule referenced in Section IV and V of this contract, forfeit to the Town of Newington five dollars (\$5.00) per dwelling unit and fifty dollars (\$50.00) per Town-owned facility. Such forfeiture shall

only be effective for each failure to collect which has been investigated by a representative of the Town of Newington and wherein refuse is found to have been left uncollected as a result of the Contractor's violation of the specifications of the contract. Furthermore, the Contractor shall, for each and every failure to collect refuse according to schedule, forfeit an additional ten dollars (\$10.00) per day for every dwelling unit and one hundred dollars (\$100.00) per day for each Town-owned facility uncollected beginning twenty-four (24) hours after the receipt of a written or oral notification of such failure to collect from the Town of Newington. The amounts so forfeited shall be deducted from a subsequent monthly payment due the Contractor.

- (b) The Contractor shall be responsible for any damage to private property caused by the negligence of its agents or vehicles. In cases where the Contractor's liability for damage to private property is in doubt, the 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 his receipt of a written notification of his 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 monthly payment due the Contractor.
- (c) The Contractor shall be responsible for all damage to refuse containers 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 the Contractor's liability for a damaged refuse container, shall promptly replace such container. The Contractor shall reimburse the Town for any containers damaged by the Contractor. Reimbursements shall be deducted from the collection invoices due the Contractor on a monthly basis.
- (d) The Contractor shall immediately clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly.
- (e) The Contractor shall collect, transport and dispose of all refuse in accordance with this contract in a thorough and efficient manner least offensive to the public.
- (f) The Contractor will extend or discontinue the collection of refuse service to individual dwelling units, Town-owned facilities, or Board of Education buildings as the Town Manager may direct in writing.
- (g) The Contractor agrees to furnish all personnel necessary for the adequate and prompt collection and disposal of refuse hereunder; furthermore, the

Contractor shall furnish all vehicles and equipment necessary for the adequate and prompt collection and disposal of refuse hereunder.

- (h) Complaints shall be channeled through a designated representative of the Town Manager. The Contractor will 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.
- (i) All containers not emptied due to violations, such as severely overfilled containers or containers filled with leaves, grass or any other unacceptable waste, shall be tagged stating the reason container was not emptied and a digital picture shall be taken of the violation and forwarded electronically to the Town prior to 8:30 a.m. the following day.
- (j) The Contractor will provide to the Town a daily list of all containers not emptied including location address, time, and reason prior to 8:30 a.m. the following day. Resident complaints not on the daily list or missed by the Contractor shall be emptied the following day.
- (k) The Town of Newington may permit other persons, firms, corporations or entities to collect and dispose of refuse, not now acceptable and/or presently scheduled for collection, and such permission shall not affect this contract.
- (l) The Contractor shall comply with all Federal and State laws, rules and regulations, including those pertaining to Social Security, unemployment and workers' compensation.
- (m) 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.
- (n) The Ordinances and Regulations of the Town of Newington relative to refuse collection and disposal are herein incorporated by reference as if fully set forth.
- (o) The Town may, at its discretion and at any time, direct the Contractor to return to any address or addresses in the Town of Newington to empty or collect any automated rubbish container, oversized item or television, outside the provisions of Section XVI (a) herein. The Contractor shall be paid an additional \$5.00 each for such stop or collection. If the amount forfeited in Section XVI (a) herein should change in any contract extension from \$5.00 per dwelling unit for the first failure to collect refuse, the amount paid to the Contractor to return outside the provisions of Section XVI (a) herein shall be changed by an equal amount.

XVI. 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 refuse collection service to another Contractor. In this event the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new contract price over the contract price herein provided for, both pro-rated to the period of time covered by the unexpired term of the contract at the time of default, and any additional expenses, including reasonable attorney's fees, incurred by the Town as a result of said default by Contractor.

XVII. DISPUTE RESOLUTION

In the event of a claim that is not resolved between the two parties, the method of resolution shall be litigation in a court of competent jurisdiction, filed in the Superior Court for the Judicial District of New Britain, Connecticut. In the event of any inconsistencies between applicable general laws and the contract documents, the applicable general laws shall prevail. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this contract shall be valid and enforceable according to its terms. The validity, interpretation and enforcement of this contract shall be governed by the laws of the State of Connecticut.

XVIII. CONTRACT DOCUMENTS

The Invitation to Bid, the Bid Specifications, and any Bid Addenda as set forth in Exhibit A and attached hereto are an integral part of this contract and shall be made a part thereof. The Contractor's Bid Form and submittals, submitted for Town Bid No. 4, 2011-12, as set forth in Exhibit B and attached hereto are an integral part of this contract and shall be made a part thereof.

XIX. 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 a breach of contract and may be declared in default at the option of the Town Manager. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

XX. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

That 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.

XXI. 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 or via electronic mail. If sent by certified mail, notice shall be deemed to have been given when deposited in the U.S. mails.

From the Town to the Contractor \_\_\_\_\_

From the Contractor to the Town Manager, Town of Newington, 131 Cedar Street, Newington, CT 06111

This Agreement constitutes the entire Agreement between the Town and the Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and caused this contract to be executed in two original copies on the day and year first above written.

WITNESSES:

TOWN OF NEWINGTON  
By Its Town Manager

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John Salomone

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By Its President

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TOWN OF NEWINGTON

AUTOMATED RESIDENTIAL CURBSIDE REFUSE COLLECTION SERVICES

BID FORM

Town Manager  
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 it is made without any connection with any other person 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 or employed by the Town of Newington is directly or indirectly interested in this proposal, or in any portion of the profits which may be derived therefrom. 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 recognizes the existence and contents of all bid addenda identified below. The undersigned further declares that he/she has carefully examined the annexed Invitation to Bid, Bid Specifications, and Contract and that he/she will comply with the terms thereof and furnish the service therein required at the following price(s):

Addendum No.      Dated  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**BASE BID**

*Item A. Curbside Automated Trash Collection*

July 1, 2012 to June 30, 2013    \$\_\_\_\_\_ Annual Cost per Dwelling Unit

July 1, 2013 to June 30, 2014    \$\_\_\_\_\_ Annual Cost per Dwelling Unit

July 1, 2014 to June 30, 2015    \$\_\_\_\_\_ Annual Cost per Dwelling Unit

*Item B. Bulk (Oversized Waste Collection)*

July 1, 2012 to June 30, 2013    \$\_\_\_\_\_ per Stop

July 1, 2013 to June 30, 2014    \$\_\_\_\_\_ per Stop

July 1, 2014 to June 30, 2015    \$\_\_\_\_\_ per Stop

Item C. *Television collection (over 19”)*

July 1, 2012 to June 30, 2013 \$\_\_\_\_\_ per Stop

July 1, 2013 to June 30, 2014 \$\_\_\_\_\_ per Stop

July 1, 2014 to June 30, 2015 \$\_\_\_\_\_ per Stop

Item D. *Downtown Business District Litter Barrel Collection*

July 1, 2012 to June 30, 2015 \$\_\_\_\_\_ Annual Cost

Item E. *Town Owned/Operated Facilities Containers and Collection*

July 1, 2012 to June 30, 2015 \$\_\_\_\_\_ Annual Cost

Item F. *Board of Education Buildings Containers and Collection*

July 1, 2012 to June 30, 2015 \$\_\_\_\_\_ Annual Cost

COMPANY BIDDING:

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

SUBMITTED BY:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_