

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2024-09	Non-Processible Waste Disposal	August 31, 2023 @ 11:00 a.m.

The Town of Glastonbury is currently seeking bids for Non-Processible Waste Disposal.

Bidders wishing to submit a bid proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com/>, under the bid title “*GL-2024-09 Non-Processible Waste Disposal*” All bids will be publicly opened and read aloud. **No late bids will be accepted.**

This Invitation to Bid, Instructions to Bidders, Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the Town of Glastonbury website www.glastonburyct.gov at no cost.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women’s Business Enterprises are encouraged to bid.

The Town reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

Gina J. Consiglio
Purchasing Agent

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Information for Bidders

1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://glastonburyct.bonfirehub.com/> under the bid title “*GL-2024-09 Non-Processible Waste Disposal*”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

<https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>

Bidders will be required to upload their bid response in **one consolidated pdf document** in the following file located in the bid portal:

- Bid Response & Related Documents

2. Whenever it is deemed to be in the best interest of the Town, The Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The basis for the award will be based on the lowest price per ton from a qualified, responsible and responsive bidder.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
6. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
7. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
8. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
9. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of

Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

10. **THIS ITEM WAIVED:** A 100% Performance and 100% Payment bond is required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items
11. The Bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
12. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
13. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
14. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website scroll down to click on **Bids & Proposals** Icon which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
15. **Non-Resident Contractors (IF APPLICABLE): Resident Contractors:** Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or**

more. The contractor will be required to promptly furnish to the Town a copy of the **Form AU-968 -Certificate of Compliance** issued by the State of Connecticut, DRS. See State of Connecticut **Notice SN 2012 (2)**.

16. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the Bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
17. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
18. Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities: If this bid is for the construction, repair or maintenance of Town owned and/or maintained roads or real property within the Town related to either (a) the purchase or acquisition of materials by the Town to be used to construct, repair or maintain any Town owned and/or maintained road or real property within the Town or (b) the performance of services for the Town to construct, repair or maintain any Town owned and/or maintained road or real property within the Town, the Bidder shall provide the following signed statement to the Town in its bid response, which shall be a certification under penalty of perjury by the Bidder:

“The undersigned Bidder, _____, hereby submits a bid for materials, equipment and/or services for the Town of Glastonbury. The bid is for bid documents titled Non-Processible Waste Disposal.

The undersigned Bidder hereby certifies under penalty of perjury that in connection with the bid and, if it is awarded the purchase order or contract by the Town, in connection with any purchase order or contract: (1) no materials containing natural gas waste or oil waste from natural gas extraction activities or oil extraction activities shall be provided to the Town or shall be used in providing any services to the Town by the undersigned Bidder or any contractor, sub-contractor or agent of the undersigned Bidder; (b) nor will the undersigned Bidder or any contractor, subcontractor or agent of the undersigned Bidder apply any natural gas waste or oil waste from natural gas extraction activities or oil extraction activities to any publicly owned and/or maintained road or real property within the Town of Glastonbury in performing its obligations under the purchase order or contract. The undersigned Bidder hereby agrees and acknowledges that this requirement shall be a term of the purchase order or contract, if it awarded the purchase order or contract by the Town, and any breach of this provision shall be a breach of the purchase order or contract.”

19. **It is the responsibility of the Bidder to check the Town’s website before submitting bid for any addendums posted prior to bid opening.**

IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

SECTION 1 - GENERAL

- 1.1 The Town of Glastonbury, Sanitation Department/Refuse Disposal Division is seeking bids for the disposal and transportation of its non-processible materials, which include but not limited to mattresses, box springs, carpeting, padding, upholstered furniture and non-recyclable plastic items.
- 1.2 Technical questions regarding this bid shall be made in writing and directed to Mike Manfre, Superintendent of Sanitation at mike.manfre@glastonbury-ct.gov. For administrative questions regarding the bidding procedures, please contact Gina J. Consiglio, Purchasing Agent at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website scroll down to click on Bids & Proposals icon, then scroll down page to see the active bid table. You must click the Bid Title to view all bid details and document links). The request must be received at least five (5) days prior to the advertised response deadline. **It is the responsibility of the Bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**
- 1.3 Presently this material is crushed using a wheel loader and loaded into 40 cubic yard open top roll-off containers for transportation by a contracted Bidder. Roll-off containers have attached covers in accordance with the State of Connecticut DEEP Transfer Station General Permit.
- 1.4 This agreement shall normally be for a period of one (1) year, July 1st -June 30th. The initial contract for the first year shall be effective September 15, 2023-June 30, 2024. An optional extension for additional three (3) years will also be evaluated at the Town's sole discretion. Bidders shall indicate the offering of the option for the extensions on the Bid Proposal form.
- 1.5 This agreement may be terminated by the Town within thirty (30) calendar days written notice.

SECTION 2 - MATERIAL GENERATED

- 2.1 Material Generation: The Town generates approximately 400-450 tons per year of this waste from the Transfer Station. Material delivered to the Transfer Station is from residential and commercial customers.

SECTION 3 - DISPOSAL/HAULING

- 3.1 Bidder shall provide all equipment and labor necessary for the transportation and ultimate disposal of the material generated.
- 3.2 Containers are to be picked up from the Transfer Station Tuesday through Friday 7:00 am – 2:30 pm.

SECTION 4 - BIDDER RESPONSIBILITIES

- 4.1 Bidder shall provide with submission of this bid a complete detailed list of acceptable materials.
- 4.2 Bidder shall provide containers with load covers which can be easily installed and removed by one person. These covers shall comply with state and federal storm water discharge permit requirements. Bidder shall include with submission of bid detailed container information including photographs of containers to be utilized.
- 4.3 Bidder shall provide with submission of this bid the location and method of disposal of materials generated.
- 4.4 All materials must be disposed of in compliance with all State and Federal regulations. The Bidder must hold valid Local/State Federal Permits to accept and process all waste generated. Copies of Permits must be submitted with this Bid Proposal.
- 4.5 Bidder shall respond for pickups within two (2) business days of notification by Town staff.

SECTION 5 - BILLING/PAYMENT

- 5.1 The Bidder shall provide weight tare slips from a certified vehicle weighing system for each load delivered. A minimum of two (2) copies of tickets shall be provided, one (1) to the driver for signature, the other to be sent with the billing invoice.
- 5.2 Invoices shall be processed to the Town on a monthly basis. To include date, quantity delivered, weight slip number, weight total for month billed amount. Copy of all weight slips must accompany invoice.
- 5.3 Payment shall be made within 30 days after receipt of invoice.

INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. All policies shall contain a waiver of subrogation. **These requirements shall be clearly stated in the remarks section on the Bidder's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town of Glastonbury and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

BID RESPONSE PAGE

BID NO: GL-2024-09 **DATE & TIME DUE:** 08/31/23 @ 11:00AM
DATE ADVERTISED: 08/16/23 **NAME OF PROJECT:** Non-Processible Waste Disposal

The Bidder acknowledges receipt of the following Addenda if issued:

Addendum 1 _____(Initial/Date) Addendum 2 _____(Initial/Date) Addendum 3 _____(Initial/Date)

It is the responsibility of the bidder to check with the Town’s Website for any Addenda before submitting the proposal.

<u>Item</u>	<u>Item Description</u>	<u>Total Amount</u>
I.	Bidder to provide containers, hauling and disposal of non-processible waste as specified herein. (Bidder required to provide minimum of two 40-yard covered containers.)	\$ _____/ton

Bidder willing to extend contract pricing July 2024 - June 2025 year YES _____ NO _____
 Bidder willing to extend contract pricing July 2025 - June 2026 year YES _____ NO _____
 Bidder willing to extend contract pricing July 2026 - June 2027 year YES _____ NO _____

\$ _____
 (Total bid written amount)

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ 1. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 12 of the Information for Bidders.
- _____ 2. Checked Town website for Addenda and acknowledged Addenda on page BP-1 (as applicable)
- _____ 3. Acknowledged Code of Ethics on page BP-2.
- _____ 4. Detailed container information including photographs of containers to be utilized.
- _____ 5. Detailed list of acceptable non-processible waste materials
- _____ 6. Location and method of disposal of materials generated
- _____ 7. Included Bidder Qualifications as required.
- _____ 8. Copy of valid Local/State/Federal Permit

Bidder’s Name: _____

NON-COLLUSION AFFIDAVIT:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes__ No_____*

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest