



Department of Public Works

Invitation to Bid

Recyclables Hauling

Litchfield, Connecticut

The Town of Litchfield is accepting bids for the hauling of recyclables from the Litchfield Recycling Center, 72 Little Pitch Road, Litchfield. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until **1:00 p. m. on April 14, 2016** and will be opened and read publicly at that time in said office. There is a non-refundable \$10 fee for the bid documents or available at no cost if downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a Contractor for the hauling of The Town of Litchfield's two 30 yard roll off containers for recyclables from the Litchfield Recycling Facility, 72 Little Pitch Road, Litchfield, CT to the MIRA Transfer Station located in Torrington, CT.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

Place of Opening: Office of First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: April 14, 2016, 1:00 p.m.

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Certificate of Insurance

- E. Non-Collusion Form
- F. Non-Discrimination Form

3. Site Inspection & Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by facsimile, e-mail, or letter to be received no later than Tuesday, April 7, 2016. Any questions received after that date will not be answered. Contact information is as follows:

Rax Alexe, Director of Public Works
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

7. Bid Security

A bid bond or certified check is not required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. Scope of Work Change

The Town reserves the right to change the scope of the project after the bid is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

10. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works.

11. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works.

13. Liquidated Damages

Not required for this bid.

14. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein or obligations thereunder, without written consent of the Town.

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

16. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor’s itemized sheet showing all labor and material must be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor’s estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and Guarantee Period

Contractor must submit a payment request for payment once each month for work done and accepted.

19. Insurance

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Coverages:

Premises/Independent Contractors
Contractual/Completed Operations/Products

Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days’ notice of cancellation as well as ten (10) days’ notice of material change in the policies to the First Selectman’s Office of the Town of Litchfield.

20. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

23. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

24. Length of Contract

Prices are to be for a **two year** period beginning July 1, 2016 through June 30, 2018.

Technical Specifications

Scope of Work

The Town of Litchfield is requesting sealed bids for the hauling of The Town of Litchfield's two 30 yard roll off containers for recyclables from our Recycling Center located in 72 Little Pitch Road, Litchfield, CT to the MIRA transfer station located in Torrington.

- The Town estimates our pulls to be approximately five to seven per month.
- All requests for pulls are to be carried out within 48 hours of notice.
- Certificates of insurance and hold harmless forms must be on file with the Town before contract work begins.
- All tonnage tickets must be left with the Recycling Facility attendant.

Alternate #1: Contractor supplies 30 yard covered roll off.

