



**TOWN OF CANTON**  
**INVITATION TO BID**  
**TO PROVIDE SCRAP METAL RECYCLING SERVICES**

PROPOSALS DUE: May 31, 2023, 2:00 PM, EST

The Town of Canton, through its Chief Administrative Officer (“CAO”), is seeking bids for scrap metals generated by the Town through its recycling program. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2<sup>nd</sup> Floor, 4 Market Street Collinsville, CT by 2:00 PM local time on May 31, 2023, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Invitation to Bid package may be obtained from the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under “Bids and RFP’s.”

Bids will be held firm and may not be withdrawn for sixty (60) calendar days after bid opening.

The Town of Canton reserves the rights: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies in bid responses; and to award the bid that in its judgment will be in the Town’s best interests.

This Invitation to Bid consists of the following documents, collectively referred to as the “Invitation”:

- Instructions to Bidders
- Technical Specifications
- Bid Form
- Bidder’s Legal Status Disclosure
- Bidder’s Non Collusion Affidavit
- Bidder’s References

## **INSTRUCTIONS TO BIDDERS**

### **1. INTRODUCTION**

The Town of Canton (the “Town”) is soliciting bids for scrap ferrous and non-ferrous type materials generated by the Town through its recycling program. This Invitation is not a contract offer.

The scope of this Invitation is described more particularly in the Technical Specifications that is a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. Bidders may not contact any Town employee or official concerning this Invitation other than the Town representative set forth in Section 8, below. A bidder’s failure to comply with this requirement may result in disqualification.

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

### **2. KEY DATES**

Invitation to Bid issued: May 10, 2023

Bid Opening: May 31, 2023 @ 2:00 pm

Contract Execution: July 1, 2023

Commencement of Work: Within one (1) week of the Notice to Proceed

### **3. CONTRACT TERM**

The Contract shall be for an initial term of approximately twelve (12) months ending on June 30, 2024. The parties may agree to extend the proposed Contract of this Invitation for Bid by agreement in writing by both parties. This contract can be extended a maximum of two (2) one year additional terms.

### **4. OTHER CONTINGENCIES**

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not limited to the following conditions:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

## 5. OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” may be obtained at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org) under “Bids and RFP's.”

## 6. BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original and two (2) copies of all bids must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed in ink or be typewritten, and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations, or corrections on both the original bid and all required copies. Ditto marks or words such as “SAME” shall not be used in the Bid Form. All other forms included, or information requested in this bid should also be submitted with the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

## 7. UNIT PRICES AND LUMP SUM PRICES

The unit prices for each of the items in the bid shall include the prorated share of overhead and profit. The Town may reject any bid not conforming to this requirement. Bidders should note this provision because, if conditions make it necessary for the estimated quantities of loads transported to change, no limit shall be fixed for such increased or decreased quantities, nor extra compensation allowed.

## 8. QUESTIONS

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be via electronic mail only and directed to:

Name: Robert Martin – Director of Public Works

E-mail: [rmartin@townofcantonct.org](mailto:rmartin@townofcantonct.org)

Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than seven (7) business days before the date of the bid opening.

No oral statement of the Town shall be effective to modify any of the provisions of this Invitation. However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation.

The Town will not consider any such request made more than seven (7) days before the bid opening date.

## 9. ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all changes or clarifications made to the Invitation to Bid since it was posted. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Bids and RFP's." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

## 10. COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

#### 11. OWNERSHIP OF BIDS

All bids submitted become property of the Town.

#### 12. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

#### 13. CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

#### 14. DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

#### 15. LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

#### 16. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

#### 17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #\_ 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

#### 18. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation the following insurance coverages covering the successful bidder and all its officers, employees, and agents:

The (name of contractor) shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the (name of contractor) obligation under this agreement, whether such obligations are by (name of contractor) or by a subcontractor or any person or entity directly or indirectly employed by (name of contractor).

##### A. Workers Compensation:

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

##### B. Commercial General Liability Insurance:

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and non-contributory.

- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance:

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and noncontributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage. Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract.

The Town reserves the right to approve all insurance companies. The successful bidder must fully disclose any nonstandard exclusion for all required coverages.

All policies, except for Workers' Compensation, shall contain additional endorsements naming "the Town of Canton, its officers, employees, agents and volunteers" as additional named insured's with respect to liabilities and losses related to the performance of the work described in this Invitation.

Each insurance policy shall state that the insurance carrier shall agree to investigate and defend the insured against all claims, even if groundless.

The successful bidder shall require the insurance carriers of the above required coverages to waive all rights of subrogation against the Town, its officers, employees, agents and volunteers.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

If the bidder is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the certificate of insurance shall state that the coverage is claims-made and also the retroactive date, if any. The successful bidder shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract.

The successful bidder shall direct its insurance carrier to provide the Town with a certificate of insurance PRIOR TO commencing work. The certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Robert Skinner, Chief Administrative Officer, 4 Market Street, PO Box 168, Canton, CT 06022. The certificate shall evidence all required coverage. All requirements of this section shall be clearly stated in the remarks section of the successful bidder's certificate of insurance.

#### 19. DEFENSE AND INDEMNIFICATION

The successful bidder will be required to agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its employees, officials, agents and volunteers from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the subject matter of this Invitation and/or the performance of the work contemplated by it. The successful bidder will also be required to pay any and all attorney's fees incurred by the Town, its employees, officials, agents or volunteers in enforcing any of the successful bidder's defense, hold harmless or indemnification obligations. In any and all claims against the Town or any of its employees, officials, agents or volunteers made or brought by any employee of the successful bidder, or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's defense and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

These defense, indemnity and hold harmless obligations shall survive the Contract's termination or expiration.

#### 20. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other



criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Bids and RFP's."

The Bid Awarded and Contract Execution dates in Section 2's Key Dates are anticipated, not certain, dates.

## 21. LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term “Town Based Resident Bidder” shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.

## 22. COLLUSION

Each bidder shall complete the Non-Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

## 23. ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town’s prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town’s permission to the successful bidder to do so is *not* a statement about the quality of the successful bidder’s work or the Town’s endorsement of the successful bidder or its work.

#### 24. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before commencing work.

#### 25. PAYMENTS

Payments will be made by all parties within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

#### 26. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

#### 27. REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents, and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

#### 28. SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

#### 29. COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the

event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorney's fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

### 30. LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

### 31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

### 32. SUPPLIER DIVERSITY (SET-ASIDE-GOALS)

The contractor who is selected to perform this Town service must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of service.

State law requires a minimum of twenty-five (25%) percent of the state –funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at

[http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806)

NONDISCRIMINATION CERTIFICATION – Affidavit  
By Entity

For Contracts Valued at Less than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60a, as amended.*

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Canton, valued at Less than \$50,000 for each year of the contract. Complete all sections of the form. Submit prior to the Town of Canton prior to contract execution.

Representation Of Entity:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Authorized Signatory) (Title) (Name of Entity)

An entity duly formed and existing under the laws of \_\_\_\_\_  
(Name of State)

Represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
(Name of Entity) (Name of Entity)

Agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes § § 4a-60 and 4a-60a, as amended.

END OF INSTRUCTIONS TO BIDDERS

## TECHNICAL SPECIFICATIONS

### DESCRIPTION OF THE WORK

Work under this technical specification consists of the bidder's furnishing, moving, rearranging, placing, and maintaining containers for the scrap metal to be collected from the Canton Transfer Station (the "Transfer Station") and to be transported and legally disposed of off-site.

### CONTAINERS

The bidder shall supply, own, and maintain a minimum of one (1) 40 cubic yard open top container on site for collection of scrap metal at the Transfer Station.

The containers shall be designed for heavy duty use. Containers shall be kept clean, properly maintained, properly marked as to owner/operator, and well painted.

The bidder shall provide, at its sole cost and expense, a site for storage of reserve containers and other equipment when they are not at the Transfer Station. The site, if it is within the Town, shall conform with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut, and the Town.

The bidder shall demonstrate that it has a sufficient number of reserve containers such that, when a container is removed from the Transfer Station, an empty container of the same size and type shall be dropped off as a replacement.

The bidder shall provide an additional empty container, as may be required on an on call basis during the operating hours of the Transfer Station. Such containers shall be provided within twenty-four (24) hours of the request by Transfer Station operating staff.

The containers shall be marked with the owner/operators name and the receiving facility's box number if required.

### SCRAP METAL MATERIAL

The Town presently operates a Transfer/Recycling Station located at Ramp Road, Canton, CT. The Town will load and the Bidder will provide containers and hauling service for disposal of materials to the Bidder's site.

Materials, which may include white goods (appliances), automobile parts, aluminum, copper, iron, steel, etc., are included in this Bid.

An average of 150 gross tons of scrap metal is generated per year at the Transfer Station. The following information, based upon past experience is provided to assist the bidder in determining equipment needs for the Contract. While every effort has been made to ensure that the information is accurate and complete, no warranty is made.

The contract period will normally be one year. Optional extension for additional two (2) years will be evaluated. Bidders shall indicate the option on the Bid Form.

The Bidder shall provide, with this Bid, a list and definition of contaminant materials, if any, which will be unacceptable to accept as scrap metal. Failure to submit list of contaminants of unacceptable materials with this Bid will mean no exceptions are made.

**OPERATIONS ON-SITE**

The Bidder shall provide slips indicating, time, truck number, gross, tare, and net weights and net price due or charged to the Town. **Since loads will be hauled and weighted by the Bidder, slip numbers must be indicated on the check stub or the monthly summary along with the tonnage.**

Working hours at the Transfer Station are:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Closed	Closed	7am-3pm	Closed	7am-3pm (Sept 16- April 14)  11am-7pm (April 15- Sept 15)	Closed	7am-3pm
<b>The Transfer Station is also closed on Holidays.</b>						

The Town reserves the right to alter the working days and hours of the Transfer Station upon 48 hours prior notice to the bidder. Work at other hours or on Sunday, Monday or a legal holiday is prohibited except as follows:

- a. Emergency operation to protect life and property, with or without the permission of the Town’s Director of Public Works;
- b. With the prior written permission of the Town’s Director of Public Works.

The bidder shall arrange its working hours in such a manner that there is a minimum disturbance of the Transfer Station operation.

Transfer Station staff may, to the extent possible without disrupting operations, assist the successful bidder’s personnel in closing off areas to public access during transfer operations, assist in the spotting of containers, and like duties as may be approved by the Town’s Director of Public Works.

Bidder acknowledges that the materials currently collected and methods used at the Transfer Station may change over the term of the Contract to reflect changing needs of the community and the requirements of federal and state laws.

**TRANSPORTATION OPERATIONS**

The bidder shall provide for the removal and replacement of containers such that, when the Transfer Station is open to the public, there shall be an adequate supply of empty containers to operate the Transfer Station.

The scheduling of the pickup and transportation of the containers shall be coordinated with the days and hours of operation of the various facilities that will receive the materials collected at the Transfer Station. It should be noted that the various facilities have different days and hours of operation.

The Transfer Station is currently open:

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>Closed</b>	<b>Closed</b>	<b>7am-3pm</b>	<b>Closed</b>	<b>7am-3pm (Sept 16- April 14)</b>  <b>11am-7pm (April 15- Sept 15)</b>	<b>Closed</b>	<b>7am-3pm</b>
<b>The Transfer Station is also closed on Holidays.</b>						

The Town reserves the right to alter the working days and hours of the Transfer Station upon giving the bidder 48 hours prior notice. The bidder shall alter its operations to accommodate the new days and hours of operation. The bidder shall not allow full containers to remain on-site longer than 48 hours without the Town’s written authorization.

**TRUCKS**

The bidder shall have available a sufficient number of trucks of the type and capacity specifically designed to load, unload, and transport loaded containers from the Transfer Station to the disposal sites.

The containers shall be loaded and secured to the truck such that collected material shall not leak, fall, spill, or blow off during transportation.

Trucks shall be properly marked in accordance with Connecticut Department of Motor Vehicles (“CT DMV”) and United States Department of Transportation requirements as to weights, owner/operator, etc. Required operating and safety equipment shall be mounted and fully operational when the truck is in operation. Trucks shall be kept clean, neatly painted, properly maintained and in repair, and display all required permits, licenses, and other identifying stickers, etc. as may be required to operate on public roads in the State of Connecticut.

The Town reserves the right to prohibit any truck that is, in the Town’s sole opinion, unsafe from doing any work under the Contract. No truck, so judged by the Town, shall be utilized in fulfilling Contract obligations until repaired, inspected, and certified safe to operate by a mechanic licensed by the CT DMV.



### BIDDER'S OPERATING PERSONNEL

The bidder shall employ such number of persons as may be required to fulfill its obligations under the Contract. Such persons shall possess a valid Connecticut Commercial Driver's License issued by the CT DMV for the class and type of truck to be operated.

### BASIS OF PAYMENT

The Bidder's payment to the Town, if applicable, shall be received monthly. Check shall be made payable to the Town of Canton, Department of Public Works, 4 Market Street., P. O. Box 168, Canton, CT 06022, Attention: Robert J. Martin, Director of Public Works.

END OF TECHNICAL SPECIFICATION

## BID FORM

### Invitation to Bid – Scrap Metal Recycling Services

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated May 10, 2023, Scrap Metal Recycling Services (collectively referred to as the “Invitation”), the undersigned bidder, having visited the site and having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

#### ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that:

1. It has read and understood each document comprising the Invitation and any addenda posted on the Town’s website.
2. It has thoroughly examined and become familiar with the scope of work described in the Invitation.
3. It has visited the Canton Transfer Station and is thoroughly familiar with all actual conditions of the property.
4. The unit prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the completed work called for in the Invitation. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit prices, as bid.
5. The Town has made no representation or warranty that the estimated quantities will even approximate the actual quantities required to complete the work under the Invitation.
6. With respect to all conditions affecting the work to be done and labor and materials to be furnished, this bid is based solely on the undersigned bidder’s own investigations and findings, and neither the Town nor any of its officers, officials, employees or agents shall be held responsible for the accuracy of or be bound by any information contained in the Invitation.

BID

The bidder should provide a bid price for the items described below in the Bid Form. The contractor should only provide a bid price for one on the bid items listed below depending on whether the bid is for a payment to the Town of Canton per ton or a charge to the Town of Canton per ton.

Bid Item No. 1A:

**Payment to the Town** for Transportation and Legal Disposal of Scrap Metal from the Ramp Road Transfer Station at the unit price per gross ton as follows:

\$ \_\_\_\_\_ per Ton  
\_\_\_\_\_  
\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents per Gross Ton

Bid Item No. 1B:

**Charges to the Town** for Transportation and Legal Disposal of Scrap Metal from the Ramp Road Transfer Station at the unit price gross per ton as follows:

\$ \_\_\_\_\_ per Ton  
\_\_\_\_\_  
\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents per Gross Ton

Bidder willing to extend bid one (1) additional year \_\_\_\_\_ Yes \_\_\_\_\_ No

Bidder willing to extend bid two (2) additional years \_\_\_\_\_ Yes \_\_\_\_\_ No

\* \* \*

REQUIRED DISCLOSURES

1. Exceptions to the Invitation

\_\_\_\_\_ This bid does not take exception to any requirement of the Invitation.  
OR

\_\_\_\_\_ This bid takes the following exception(s) to the Invitation requirements:

(Describe fully each exception)

2. Disputes

Has either the bidder or any of its principals (regardless of their place of employment) been involved for the most recent five (5) years in resolved or pending mediation, arbitration or litigation?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” please attach a sheet fully describing each such matter.

3. Civil/Criminal Findings

Except for motor vehicle infractions, has either the bidder or any of its principals (regardless of their place of employment) been convicted, pled guilty or nolo contendere, or been found liable in a civil action or criminally responsible for any criminal offense?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” please attach a sheet fully describing each such matter.

4. Ethics

Has either the bidder or any of its principals (regardless of their place of employment) been found to have violated any state or local ethics standard or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No



LOCAL PREFERENCE AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Date \_\_\_\_\_

\_\_\_\_\_ (affiant), being first duly sworn, deposes and says:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of \_\_\_\_\_, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That bidder/proposer has a principal place of business located at \_\_\_\_\_, which is in the Town of Canton.
- 4) That the bidder/proposer is current on all taxes, both personnel and real estate and all fees, including, but not limited to sewer use fees.
- 5) That if bidder/proposer is not the owner of the real estate where such principal place of business is located, then bidder/proposer is submitting proof that such address is the bona fide principal place of business, such as a lease or personnel property tax bill.
- 6) That bidder/proposer has read the Local Bidder Preference Policy and being aware of its terms and conditions, swears that it is a qualified "Town Based Resident Bidder" as specified in the Policy.

(Signed) \_\_\_\_\_  
Affiant

(Title) \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Local Preference Affidavit and that based on his/her own knowledge believe the same to be true.

\_\_\_\_\_  
Notary Public (My Comm. Expires \_\_\_\_\_ )  
Commissioner of the Superior Court

BIDDERS REFERENCES

Directions: Provide 3 (three) recent references, preferably governmental agency.

(1) Agency/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) Agency/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(3) Agency/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_